

**COMMISSIONERS COURT AGENDA**  
**Tuesday, February 11, 2025**  
**9:30 a.m.**



*Striving for Excellence*

**COMMISSIONERS COURT**  
**Neal Franklin, County Judge**  
**Commissioner Christina Drewry, Precinct 1**  
**Commissioner John Moore, Precinct 2**  
**Commissioner J Scott Herod, Precinct 3**  
**Commissioner Ralph Caraway Sr, Precinct 4**



**COUNTY OF SMITH  
COMMISSIONERS COURT  
200 E. Ferguson, Suite 100  
Tyler, Texas 75702**

---

Phone: (903) 590-4605

Fax: (903) 590-4615

---

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, February 11, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

---

**CALL TO ORDER  
DECLARE A QUORUM PRESENT  
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED  
INVOCATION  
PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT:** Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

## **OPEN SESSION:**

### ***RESOLUTIONS***

1. Consider and take necessary action to adopt a resolution proclaiming February 15, 2025, as "East Texas Golden Gloves Day" in Smith County.
2. Consider and take necessary action to ratify a resolution proclaiming February 9, 2025, as "Patrick Mahomes II Day" in Smith County.
3. Consider and take necessary action to adopt a resolution proclaiming February 22, 2025, as "Pastor DeMarcus M. Pierson Day" in Smith County.

### ***COURT ORDERS***

#### **FIRE MARSHAL**

4. Consider and take necessary action to approve the acceptance of a \$2,895 donation from the Kim Hawkins Family for the purchase of a Firepup costume.

#### **HUMAN RESOURCES**

5. Consider and take necessary action regarding the Smith County Health Plan to incorporate International Rx for Specialty Medications.

#### **PURCHASING**

6. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
  - a. RB-17-25 Seal Coat Program,
  - b. RB-18-25 Road Improvements to CR 178 (FM 2868 to CR 168), and
  - c. RB-19-25 Road Improvements to CR 411 (IH 20 to FM 849).

#### **INFORMATION TECHNOLOGY**

7. Consider and take necessary action to approve a purchasing agreement with Motorola Solutions, Inc. via the State of Texas DIR contract for electronic ticketing for a total of \$77,174.97 over five years, and authorize the county judge to sign all related documentation.

#### **SHERIFF'S OFFICE**

8. Consider and take necessary action to approve the purchase of FARO Tech software and equipment from FARO Technologies, Inc. for a total of \$92,084.44, approve a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7) and authorize the county judge to sign all related documentation.
9. Consider and take necessary action to approve the Smith County Sheriff's Office to apply for the Rifle-Resistant Body Armor Grant Program for FY 2026 through the Governor's Office, and to authorize the county judge to sign all related documentation.

## **ROAD AND BRIDGE**

10. Consider and take necessary action to approve an Interlocal Cooperation Agreement for Stormwater Management between the City of Tyler and Smith County.

## **FCIC**

11. Consider and take necessary action to approve an updated lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for FCIC vehicles and authorize the county judge to sign all necessary documentation.

## **TAX OFFICE**

12. Consider and take necessary action to approve tax refunds in excess of \$2,500, pursuant to Texas Tax Code 31.11 and authorize the county judge to sign all related documentation.

## **COUNTY COURT AT LAW #3**

13. Consider and take necessary action to approve the County Court at Law #3 Judge, one time exception, request to increase pay by \$7,172 based on the level of experience.

## **CONSTABLE – PCT5**

14. Consider and take necessary action to approve a lease agreement for 60 months between Axon Enterprise, Inc. and Smith County utilizing Buyboard Contract 698-23 for Constable Precinct 5 with an annual cost of \$3,899.52 and authorize the county judge to sign all related documentation.

## ***RECURRING BUSINESS***

### **COMMISSIONERS COURT**

15. Receive monthly reports from Smith County departments.

### **ROAD AND BRIDGE**

16. Consider and take necessary action to authorize the county judge to sign the:
  - a. Re-Plat for Circle R Ranch, Lots 2 and 3, Precinct 3,
  - b. Final Plat for the Pautsky Subdivision, Precinct 3,
  - c. Final Plat for the William Short Subdivision, Precinct 2, and
  - d. Re-Plat for Wild Estates, Unit II, Precinct 3.
17. Receive pipe and/or utility line installation request (notice only):
  - a. County Road 383, Texas Land Company, install water line, Precinct 3,
  - b. County Road 1143, CenterPoint Energy, install service line, Precinct 4,
  - c. County Road 24, 25, 2208, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3,
  - d. County Road 21, 23, 26, 234, 2265, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3,



- e. County Road 246 S, Charter-Spectrum, install pole with power supply, Precinct 2,
- f. County Road 370, 3100, 3101, Charter-Spectrum, install underground fiber optic cable with vaults, Precinct 3, and
- g. County Road 38, 391, 392, 3174, 396, 395, Charter-Spectrum, install aerial and underground fiber optic cable with vaults and pedestals, Precinct 3.

**AUDITOR'S OFFICE**

- 18. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

**EXECUTIVE SESSION:** For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

**SECTION 551.074 PERSONNEL MATTERS**  
**SECTION 551.071 CONSULTATION WITH ATTORNEY**

- 19. Deliberation and consultation with Attorney regarding the appointment, employment, assignment, duties, and complaints regarding public officers or employees.

**ADJOURN**

**SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR DISABLED PERSONS** This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 2/7/2025

Time: 3:30 p



**NEAL FRANKLIN, COUNTY JUDGE**

Posted By: Jennafer Bell

1

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 01/23/2025	<b>Submitted by:</b> Casey Murphy
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Resolution: East Texas Golden Gloves Day	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to adopt a resolution proclaiming February 15, 2025, as "East Texas Golden Gloves Day" in Smith County.	
<b>Background:</b> East Texas Golden Gloves Franchise President John D. Johnson III requested this resolution to Commissioner Ralph Caraway Sr.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Casey Murphy	<b>Email:</b> cmurphy@smith-county.com
<b>Name:</b> Jennafer Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



# Smith County Commissioners Court

## Resolution

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex, Tyler, Texas, at which a quorum was present, the following Resolution was adopted:*

**WHEREAS**, the East Texas Golden Gloves Franchise is celebrating its 85th anniversary; and

**WHEREAS**, the East Texas Golden Gloves' purpose is to promote and build interest in boxing by encouraging amateur boxing and physical education. While building athletic skills, athletes also train in character development, emotional wellbeing and social skills, including sportsmanship, work ethic, discipline, self respect and pride; and

**WHEREAS**, the East Texas Golden Gloves Franchise has member gyms throughout East Texas, including three in Tyler, two in Longview and gyms in Troup, Mineola, Marshall and Van; and

**WHEREAS**, after three nights of fierce competition, the 85th annual East Texas Golden Gloves Tournament on Championship Night will be held on February 15, 2025, at the Longview Fairgrounds Exhibit Center; and

**WHEREAS**, this year's event will showcase the finest amateur boxers in the area. This event features a diverse field of boxers ages 8 to 40, and male and female open division winners will represent East Texas at state for a chance to go to nationals.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim February 15, 2025, as

### “East Texas Golden Gloves Day”

in Smith County, and encourages all citizens to join them in celebrating the champions of tomorrow from the Piney Woods.

**WITNESS OUR HANDS THIS 11th day of February, A.D. 2025**

---

Neal Franklin  
County Judge

---

Christina Drewry  
Commissioner, Precinct 1

---

John Moore  
Commissioner, Precinct 2

---

J Scott Herod  
Commissioner, Precinct 3

---

Ralph Caraway Sr.  
Commissioner, Precinct 4

**2**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/04/2025	<b>Submitted by:</b> Casey Murphy
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Resolution : Patrick Mahomes II Day	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to ratify a resolution proclaiming February 9, 2025, as "Patrick Mahomes II Day" in Smith County.	
<b>Background:</b> This request came from Commissioner John Moore.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Casey Murphy	<b>Email:</b> cmurphy@smith-county.com
<b>Name:</b> Jennafer Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



# Smith County Commissioners Court

## Resolution

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex, Tyler, Texas, at which a quorum was present, the following Resolution was ratified:*

**WHEREAS**, Patrick Mahomes II is a Smith County native and graduate from Whitehouse High School in 2014. After playing football for Texas Tech University, he was drafted by the Kansas City Chiefs as the 10th overall pick in the NFL draft in 2017; and

**WHEREAS**, in his sixth season as Kansas City Chiefs quarterback, Mahomes has led the Chiefs to compete in five Super Bowls. The Chiefs were the first NFL team to return to the Super Bowl for the third-straight year; and are just the fourth team in NFL history that have played three consecutive Super Bowls.

**WHEREAS**, the Chiefs have won nine straight AFC West Championships and three straight AFC Conference Championships. They are the first team in NFL history to reach five Super Bowls in a six-season span; and

**WHEREAS**, Mahomes has earned many honors, including being named the Most Valuable Player of the Super Bowl in 2020; being selected to the Pro Bowl five times; and being named the NFL's Most Valuable Player for the 2018 and 2022 seasons; and

**WHEREAS**, with his success in the NFL and all of his community service projects, he continues to make his hometown community proud by exemplifying the highest degree of personal character and integrity, and at all times displaying the heart of a champion both on and off the field.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim February 9, 2025, as

### **“Patrick Mahomes II Day”**

in Smith County, and encourages all citizens to celebrate his history-making appearance at Super Bowl 59.

**WITNESS OUR HANDS THIS 11th day of February, A.D. 2025**

\_\_\_\_\_  
Neal Franklin  
County Judge

\_\_\_\_\_  
Christina Drewry  
Commissioner, Precinct 1

\_\_\_\_\_  
John Moore  
Commissioner, Precinct 2

\_\_\_\_\_  
J Scott Herod  
Commissioner, Precinct 3

\_\_\_\_\_  
Ralph Caraway Sr.  
Commissioner, Precinct 4



*Smith County Commissioners Court*

*Resolution*

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex,  
Tyler, Texas, at which a quorum was present, the following Resolution was ratified:*

**WHEREAS**, Patrick Mahomes II is a Smith County native and graduate from Whitehouse High School in 2014. After playing football for Texas Tech University, he was drafted by the Kansas City Chiefs as the 10th overall pick in the NFL draft in 2017; and

**WHEREAS**, in his sixth season as Kansas City Chiefs quarterback, Mahomes has led the Chiefs to compete in five Super Bowls. The Chiefs are the first NFL team to win the Super Bowl for the third-straight year, and are the fourth team in NFL history that have played three consecutive Super Bowls; and

**WHEREAS**, the Chiefs have won nine straight AFC West Championships and three straight AFC Conference Championships. They are the first team in NFL history to reach five Super Bowls in a six-season span; and

**WHEREAS**, Mahomes has earned many honors, including being named the Most Valuable Player of the Super Bowl in 2020; being selected to the Pro Bowl five times; and being named the NFL's Most Valuable Player for the 2018 and 2022 seasons; and

**WHEREAS**, with his success in the NFL and all of his community service projects, he continues to make his hometown community proud by exemplifying the highest degree of personal character and integrity, and at all times displaying the heart of a champion both on and off the field.

***NOW, THEREFORE, BE IT RESOLVED***, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim February 9, 2025, as

**“Patrick Mahomes II Day”**

in Smith County, and encourages all citizens to celebrate his history-making win of Super Bowl 59.

***WITNESS OUR HANDS THIS 11th day of February, A.D. 2025***

\_\_\_\_\_  
Neal Franklin  
County Judge

\_\_\_\_\_  
Christina Drewry  
Commissioner, Precinct 1

\_\_\_\_\_  
John Moore  
Commissioner, Precinct 2

\_\_\_\_\_  
J Scott Herod  
Commissioner, Precinct 3

\_\_\_\_\_  
Ralph Caraway Sr.  
Commissioner, Precinct 4



**3**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/06/2025	<b>Submitted by:</b> Casey Murphy
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Resolution : Pastor DeMarcus M. Pierson	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to adopt a resolution proclaiming February 22, 2025, as "Pastor DeMarcus M. Pierson Day" in Smith County.	
<b>Background:</b> This request came from La'Keidra Lincoln-LaVinge, with Love Thy City.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Casey Murphy	<b>Email:</b> cmurphy@smith-county.com
<b>Name:</b> Jennafer Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



# Smith County Commissioners Court

## Resolution

*At a regular meeting of the Smith County Commissioners Court held at the Smith County Courthouse Annex, Tyler, Texas, at which a quorum was present, the following Resolution was ratified:*

**WHEREAS**, after celebrating 20 years as pastor and 25 years in the ministry, Pastor DeMarcus M. Pierson is being elevated to the position of Bishop; and

**WHEREAS** Pastor Pierson, who ministers at The Reveal Church Tyler, will be officially ordained as Bishop of the Kingdon Harvest Christian Alliance; and

**WHEREAS**, a graduate of Texas College with a Bachelor of Science in Business Administration, he has been a driving force for building and empowering lives since the age of 22; and

**WHEREAS**, Pastor Pierson is the visionary of Love Thy City of East Texas — a movement with a mission to unite Tyler and its surrounding communities through a transformative display of love. The first-ever, one-day event brought more than 8,000 attendees. The nonprofit organization has more than 500 volunteers, and offered free meals, air conditioners, electric bill vouchers, counseling, medical care; bikes, toys and backpacks for children; and music and the preached word; and

**WHEREAS**, as CEO and founder, he is the visionary who brought forth a love without limits — breaking barriers and inspiring others to embrace a higher calling.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim February 22 2025, as

### “Pastor DeMarcus M. Pierson Day”

in Smith County, and encourages all citizens to congratulate him and thank him for his service to the community.

**WITNESS OUR HANDS THIS 11th day of February, A.D. 2025**

---

Neal Franklin  
County Judge

---

Christina Drewry  
Commissioner, Precinct 1

---

John Moore  
Commissioner, Precinct 2

---

J Scott Herod  
Commissioner, Precinct 3

---

Ralph Caraway Sr.  
Commissioner, Precinct 4

**4**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/6/2025	<b>Submitted by:</b> Jennifer Carnley
<b>Meeting Date:</b> 2/11/2025	<b>Department:</b> FMO
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Fire Marshal's Office Receives Donation	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the acceptance of a \$2,895 donation from the Kim Hawkins Family for the purchase of a Firepup costume.	
<b>Background:</b> Tressa Hawkins, Tiffany Hawkins Baxter, and her husband Damon Baxter, are donating \$2,895 to go toward the purchase of the Firepup costume, used to educate children about fire safety. They are donating the funds in honor of several members of their family who served in the fire community.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

**5**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/6/25	<b>Submitted by:</b> E.Delmas
<b>Meeting Date:</b> 2/11/25	<b>Department:</b> HR
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Rx International Contract	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action regarding the Smith County Health Plan, to incorporate International Rx for Specialty Medications.	
<b>Background:</b> Dawn Brinson our Benefit Consultant and Ajay Dalal our RX consultant from Honest Rx, will be here to discuss the options available for International Rx options.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

## CLIENT SERVICE AGREEMENT

This Client Service Agreement (“Agreement”) shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025 (the “Effective Date”), between InternationalRx, LLC, (“IRX”), a Texas limited liability company and Smith County, Texas, a Texas County (“Client”), individually referred to herein as a “Party and collectively as the “Parties.”

**WHEREAS**, IRX provides consulting services to its clients concerning personal importation of eligible prescription pharmaceuticals (“Eligible Pharmaceuticals”) (the “Services”);

**WHEREAS**, Client desires to retain IRX to provide the Services, which Client intends to offer to its covered employees and their eligible dependents (the “Covered Employees”);

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Services.** IRX shall provide the following services to Client:

- a. Literature.** IRX will provide Client with literature that outlines the Services and benefits the Covered Employees may derive from utilizing the Services. This literature is intended to be shared by Client with Covered Employees. The current version of the literature is attached hereto as Exhibit A. Exhibit A is subject to revision with advance notice to Client.
- b. Eligible Pharmaceuticals.** IRX will provide Client with a list of Eligible Pharmaceuticals, as updated from time to time. This list is intended for use by Client and may, subject to written approval by IRX, be shared in part with Covered Employees. The current list of Eligible Pharmaceuticals is attached hereto as Exhibit B. Exhibit B is subject to amendment or revision with as much advance notice to Client as possible. If an Eligible Pharmaceutical is no longer available, when Exhibit B is amended or revised, such Eligible Pharmaceutical it will be stricken from the Pricing List (as defined below).
- c. Pricing.** IRX will provide Client with a list of prices for Eligible Pharmaceuticals (the “Pricing List”). The Pricing List is not for distribution and is subject to the protections provided in this Agreement for Confidential Information. The current Pricing List is attached hereto as Exhibit C. IRX reserves the right to amend the Pricing List on ten (10) days’ notice to Client. Notwithstanding anything else in this section, IRX agrees that it will not amend the Pricing List during the initial twelve (12) months of this Agreement.
- d. Procurement and Shipping Prescriptions for Eligible Pharmaceuticals.** IRX will manage the procurement and shipment of Eligible Pharmaceuticals for Covered Employees through its call center in accordance with the procedures set forth in Section 2 and Client will make all payments required thereunder.



## 2. Procurement, Payment, and Shipping.

- a. **List of Covered Employees.** Client shall, on the Effective Date of this Agreement, provide a list of its Covered Employees to IRX, on which IRX shall rely in providing Services. Client shall update this list as necessary to maintain its accuracy and effectiveness. Client shall provide sufficient information to IRX to perform the Services. Information regarding Covered Employees shall be considered and treated as Confidential under this Agreement.
  - b. **Outreach.** IRX shall reach out to Covered Employees, as directed by Client, to introduce and explain the Services and Eligible Pharmaceuticals. Client specifically agrees and warrants that it is permitted under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended and the related regulations at 45 CFR Parts 160-164 (collectively, “HIPAA”) to conduct such outreach and that IRX, in conducting outreach as directed by Client, is in compliance with HIPAA.
  - c. **Ordering.** All orders shall be received through a call center under the control of IRX. The call center shall receive the prescription directly from Covered Employees. The call center shall confirm that the request is for an Eligible Pharmaceutical; that the Covered Employee has a valid prescription; and that the Covered Employee is on the list provided by Client. IRX shall then facilitate the order for the Eligible Pharmaceutical through its international procurement process.
  - d. **Shipping.** In connection with facilitating the order as set forth in the previous subsection, IRX shall arrange for the prescription to be shipped directly to the Covered Employee by UPS, U.S.P.S., common carrier, or other delivery service. Together, the ordering and shipping for a single Eligible Pharmaceutical for a Covered Employee, as described in this Section 2, are each a “Transaction.”
  - e. **Invoicing and Payment.** For each Transaction, IRX shall invoice the Client for the price listed in the Pricing List for the Eligible Pharmaceutical plus the costs of shipping the Eligible Pharmaceutical to the Covered Employee. IRX may draw on the Imprest Fund (as defined in Section 3) for payment of each invoice and shall provide Client a list of Transactions and related invoices on a monthly basis.
3. **Imprest Fund.** At all times during the term of this Agreement, Client shall maintain with IRX an imprest fund (the “Imprest Fund”) sufficient to cover certain expenses incurred in connection with each Transaction by IRX on behalf of Client and Covered Employees. These expenses include the costs of Eligible Pharmaceuticals as set forth on Exhibit C, all UPS, U.S.P.S., common carrier, and other delivery service shipping costs, packing materials, surcharges for failure to return any packaging materials, and other similar expenses.
- a. **Initial Balance.** The initial balance of the Imprest Fund shall be equal to two months of estimated expenses, or \$235,836.85. Client shall make transfer this

amount to IRX at least fourteen (14) days before Services commence under this Agreement.

- b. Evergreen Funding.** The Imprest Fund shall (at a minimum) be funded by Client on a monthly basis to maintain a balance in the amount of the forecasted expenses for the following two (2) month period. IRX shall have the right to demand additional funding of the Imprest Fund as needed to cover anticipated costs and expenses.
  - c. No Interest.** The Imprest Fund shall not bear interest.
  - d. Drawing on the Imprest Fund.** IRX may draw down on the Imprest Fund to pay for expenses related to an invoiced Transaction, so long as and to the extent that a balance remains in the Imprest Fund.
  - e. Insufficient Funds in the Imprest Fund.** If the balance remaining in the Imprest Fund is insufficient to cover the invoiced amounts for one or more Transactions, IRX may:
    - i. Provide Client with written notice of insufficient funds in the Imprest Fund, with the opportunity for Client to bring the Imprest Fund back into compliance with the requirements of this Section 3 within fourteen (14) days.
    - ii. Pay the expenses and immediately invoice the Client for the amount of expenses incurred plus a three percent (3%) mark-up and such invoice amount which shall be payable within fourteen (14) days of receipt of the notice from the Client.
    - iii. Decline to pay the expenses. If IRX elects to not to pay the expenses, it shall have no liability whatsoever for any losses or liabilities incurred by Client or any Covered Employee for such nonpayment or failure to provide the Services contemplated by this Agreement.
  - f. Balance.** IRX shall provide the Client with a monthly statement that sets out the balance of and disbursements from the Imprest Fund.
  - g. Refund Upon Termination of this Agreement.** Within thirty (30) days of the termination of this Agreement, IRX shall refund to Client any balance remaining in the Client's Imprest Fund.
- 4. Business Associate Agreement.** The Parties acknowledge that they will be sharing protected health information ("PHI") as that term is defined in 45 CFR §§164.501 and 160.103 due to the services contemplated by this Agreement. The Parties agree to enter into the Business Associate Agreement ("BAA") attached hereto as Exhibit D regarding the protection, use, disclosure, and handling of such PHI, and agree to abide by its terms. IRX shall be entitled to rely on the representations made by Client in the BAA in providing the Services under this Agreement.

**5. Non-Circumvention.** Client also agrees that, during the term of this Agreement and for two years after its termination, Client will not directly or indirectly work with, solicit, or otherwise contact any of IRX's vendors, including pharmacies, in connection with the procurement of Eligible Pharmaceuticals.

**6. Indemnification.**

- a.** IRX shall indemnify and hold harmless Client, its members, directors, officers, employees, subsidiaries, parent companies, affiliates, and agents regarding the quality or any shortages in a shipment of Eligible Pharmaceuticals, delivery of Eligible Pharmaceuticals in good order to a Covered Employee, and labeling of Eligible Pharmaceuticals pursuant to all applicable regulations. This indemnity shall be limited to the replacement of the Eligible Pharmaceutical or reimbursement of the costs associated with the Transaction underlying the claim. IRX will have no responsibility for Eligible Pharmaceuticals that are distorted, adulterated, altered, misused, traded, or resold by the Covered Employee.
- b.** IRX shall indemnify and hold harmless Client, its members, managers, directors, officers, employees, subsidiaries, parent companies, affiliates, and agents regarding any third party claim arising from, due to, or relating to any negligent, willful acts or omissions, fraudulent, or other dishonest acts of IRX, employees, agents, or subcontractors. This indemnity shall include any damages assessed by or awarded to any governmental authority, vendor, or other third party, as the case may be, along with all legal fees and expenses incurred by Client in connection with such complaint, claim, and/or damage or costs arising therefrom.
- c.** To the extent allowed by law, Client shall indemnify and hold harmless IRX, its members, managers, directors, officers, employees, subsidiaries, parent companies, affiliates, and agents regarding any negligent, fraudulent, or other dishonest acts of Client and/or any of its Covered Employees. This indemnity shall include any and all damages assessed by or awarded to any governmental authority, vendor, or other third party, as the case may be, along with all legal fees and expenses incurred by IRX in connection with such complaint, claim, and/or damage or costs arising therefrom.
- d.** The indemnities in this section shall survive termination of this Agreement.

**7. Term; Termination.**

- a. Initial Term.** The initial term of this Agreement shall be for a period of three (3) years commencing January 1, 2025 (the "Commencement Date"). The Parties agree that Client must fund the Imprest Fund in accordance with Section 3(a) and that such funding is required before the Commencement Date. Client agrees that the Commencement Date will be changed to the date the initial balance is received if the Section 3(a) funding obligation is not timely met.
- b. Subsequent Terms.** The Parties agree that the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party provides

written notice to the other Party at least ninety (90) days in advance of the end of the then-existing term that it does not desire to renew the terms of this Agreement.

- c. **Termination.** If Client fails to make the payments for Services required under Section 2 within thirty (30) days of the payment date or fails to maintain the minimum balance of the Imprest Fund as required in Section 3, then IRX shall have the immediate and unequivocal right to terminate this Agreement and incur no further obligations or liabilities with respect to the Services or this Agreement. After one year has passed since the Commencement Date, Client may terminate this Agreement for convenience by providing ninety (90) days' written notice to IRX. Client remains obligated to make all payments for Services within thirty (30) days of the invoice date.
- d. **Termination Without Cause.** Both parties may terminate the contract at any time without cost or penalty, by providing ninety (90) calendar days' advance written notice to the other party. In the event of such a termination, Client shall be liable for payments limited only to Services provided in accordance with this Agreement. Client shall have no other liability, including no liability for any costs associated with the termination.
- e. **Termination in Event of Non-Appropriation of Funds.** In the event no funds are appropriated for this contract in a fiscal year, Client may terminate this contract without penalty, in accordance with Texas Local Government Code §271.903. Client shall use best efforts to obtain an appropriation in the full amount required, including the submission of budget requests each year that are sufficient to cover Client's anticipated payment obligations for each fiscal year in which this Agreement remains in effect. Client's failure to obtain the appropriation of funds will not in any way limit its liability for costs incurred prior to termination of this Agreement.

**8. Confidentiality.** To the extent allowed by law, the Parties to this Agreement agree that each shall treat as confidential all information provided by a Party to the other Party regarding such Party's business and employees. All confidential information provided by a Party hereto shall be used by any other Party hereto solely for the purposes of fulfilling its obligations under this Agreement and, except as may be required in carrying out the terms of this Agreement or as otherwise required by law, shall not be disclosed to any third party without the prior consent of such providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this Section 8 or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor or legal advisor of the Parties hereto, by judicial or administrative process, or otherwise by applicable law or regulation.

## **9. Miscellaneous.**

- a. **Authority to Execute and Bind Party.** Each Party represents and warrants to the other Party that:
  - i. It is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

- ii. It has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
  - iii. The representative executing this Agreement on behalf of the Party has been duly authorized by all necessary corporate action of the Party; and
  - iv. When executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of the Party, enforceable against that Party in accordance with its terms.
- b. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard to conflict of law principles. Venue for any action under this agreement shall be situated in the state or federal courts in Smith County, Texas. The Parties expressly submit to the personal jurisdiction of said courts and waive any claim of inconvenient forum.
- c. **Compliance.** IRX shall immediately notify Client of any claims, notices, or warnings issued by any Federal, State, Tribal, Regional, or local regulatory agency regarding the Services provided under this Agreement or the importation of prescription drugs. Such notice shall include information related to the nature of the claim, notice, or warning along with any alleged violation contained therein.
- d. **Attorney's Fees.** To the extent allowed by law, if any action or proceeding shall be commenced to enforce this Agreement, or any right arising in connection with this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party reasonable attorneys' fees, costs, and expenses incurred by such prevailing Party in connection with such action or proceeding.
- e. **Amendments.** No additions, amendments, modifications, or waivers of any of the provisions of this Agreement shall be valid unless in writing and signed by both Parties. Notwithstanding the preceding sentence, IRX may immediately amend, modify, or supplement this Agreement with written notice to Client in order to maintain compliance with any applicable local, state, federal, or international laws, statutes, and/or regulations. The written notice shall specify the effective date of the amendment, modification, or supplement to this Agreement and shall be binding upon Client as of the effective date.
- f. **Severability.** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- g. **Assignment.** No assignment of this Agreement shall be considered valid unless such assignment is agreed to in writing by IRX and Client. This Agreement shall be binding upon the administrators, executors, successors, and assignees of the Parties.

- h. Waiver.** Failure of either Party to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of its rights to exercise the same at any time.
- i. Notice.** Any and all notices required or permitted to be given hereunder shall be in writing and may be sent by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service, or (iv) email. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any) to the Party at its respective address or facsimile number set forth herein or to such other address which any Party may designate in writing.

**If to Client:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**With Copy to:** Smith County Criminal District Attorney  
 Civil Division  
 200 E. Ferguson, Suite 211  
 Tyler, Texas 75702

**If to IRX:**

InternationalRx, LLC  
 550 Reserve Street, Suite 190  
 Southlake, Texas 76092

**With Copy to:** Frazer Law P.C.  
 25511 Budde Road, Suite 2801  
 The Woodlands, Texas 77380  
 Legal@InternationalRx.com

- j. Entire Agreement.** This Agreement, all attached exhibits and all other agreements referred to herein or to be delivered by the Parties pursuant hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the Parties to the extent that any such agreement or understanding relates to providing Services to Client. Client hereby acknowledges that it has not relied on any other representation or statement that is not contained in this Agreement. To the extent, if any, that the terms and conditions of any prior discussion, any Client document, orders, or other correspondence are inconsistent with this Agreement, this Agreement shall control.
- k. Incorporation of Other Legal Requirements.** Any provisions now or hereafter required to be included in the Agreement by any federal or state governmental authority with competent jurisdiction over the subject matter hereof shall be binding upon and enforceable against the Parties hereto and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this

Agreement.

- 1. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

**IN WITNESS HEREOF**, the Parties have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

**InternationalRx, LLC**

**Client: Smith County, Texas**

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

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

**EXHIBIT A**  
**LITERATURE**



**EXHIBIT B**

**CONFIDENTIAL – ELIGIBLE PHARMACEUTICALS**

**EXHIBIT C**

**CONFIDENTIAL - PRICING LIST FOR ELIGIBLE PHARMACEUTICALS**

## EXHIBIT D

### BUSINESS ASSOCIATION AGREEMENT

This Business Associate Agreement (“BAA”) is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between InternationalRx, LLC, a Texas limited liability company (“Business Associate”) and Smith County, a Texas County (“Covered Entity”). Business Associate and Covered Entity are each a “Party” and collectively the “Parties.”

**WHEREAS**, Covered Entity and Business Associate have entered into or will enter into one or more agreements (the “Service Agreement”) pursuant to which Business Associate provides services (the “Services”) for or on behalf of Covered Entity; and

**WHEREAS**, Business Associate acknowledges and agrees that it may be a Business Associate and Covered Entity acknowledges and agrees that it may be a Covered Entity, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended and the related regulations at 45 CFR Parts 160-164 (collectively, “HIPAA”), specifically 45 CFR §160.103; and

**WHEREAS**, in the course of providing the Services, Covered Entity may make available to Business Associate, or direct Business Associate to obtain on its behalf, information that may be deemed Protected Health Information (“PHI”) or electronic Protect Health Information (“ePHI”) pursuant to HIPAA; and

**WHEREAS**, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure, safeguarding, and transmission of PHI and ePHI, as mandated by the Privacy Rule and Security Rule under HIPAA;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which the Parties acknowledge, Covered Entity and Business Associate agree as follows:

#### 1. Definitions

- a. Capitalized terms used but not otherwise defined in this BAA shall have the meanings ascribed in HIPAA or in the Service Agreement.
- b. ARRA means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and its implementing regulations. References in this Agreement to a section or subsection of title 42 of the United States Code are references to provisions of ARRA, and any reference to provisions of ARRA in this Agreement shall be deemed a reference to that provision and its existing and future implementing regulations, when and as each is effective.
- c. Breach means any use or disclosure of PHI not provided for by the Service Agreement, including breaches of unsecured protected health information as required by 45 CFR §164.610.

- d. Electronic Protected Health Information or ePHI mean “electronic protected health information” as defined in 45 CFR §§164.501 and 160.103 and includes PHI transmitted by, or maintained in, electronic media.
- e. Individual means “individual” as defined in 45 CFR §§164.501 and 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- f. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- g. Protected Health Information or PHI mean “protected health information” as defined in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. Required By Law means “required by law” as defined in 45 CFR §164.103.
- i. Secretary means the Secretary of the Department of Health and Human Services or his designee.
- j. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- k. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subpart C.
- l. Unsecured Protected Health Information or Unsecured PHI means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

## **2. Obligations and Activities of Business Associate**

- a. Safeguards. Business Associate agrees to (i) implement and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, maintains, or transmits on behalf of the Covered Entity; and (iii) comply with the Security Rule requirements set forth in 45 CFR §§164.308, 164.310, 164.312, and 164.316.
- b. Reporting.
  - 1. Business Associate agrees to promptly report to Covered Entity (i) any use or disclosure of PHI not provided for by this Agreement of which it becomes aware; (ii) any Security Incident affecting PHI of which it becomes aware, and (iii), without unreasonable delay and in no case later than thirty (30) calendar days after discovery, any Breach of any Unsecured PHI in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932.

2. Business Associate shall provide the following information to Covered Entity within twenty (20) business days of discovery of a Breach except when, despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
    - i. the date of the Breach;
    - ii. the date of the discovery of the Breach;
    - iii. a description of the types of Unsecured PHI that were involved;
    - iv. identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
    - v. any other details necessary to complete an assessment of the risk of harm to the Individual.
  3. Covered Entity will be responsible to provide notification to Individuals whose Unsecured PHI has been disclosed, as well as the Secretary and the media, as required by ARRA and referenced in this BAA;
  4. Business Associate agrees to pay actual costs for notification and of any associated mitigation incurred by Covered Entity, such as credit monitoring, if Covered Entity determines that the Breach is significant enough to warrant such measures and the Breach is the direct or indirect result of Business Associate's, or its agent or subcontractor's, actions.
  5. Business Associate agrees to establish procedures, where applicable, to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures, if applicable and not already provided pursuant to this Agreement, and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
- c. Mitigation. Business Associate agrees to use reasonable efforts to mitigate, to the greatest extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
  - d. Subcontractor Obligations. Business Associate agrees (i) to ensure that any subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this BAA to Business Associate with respect to that information, (ii) to the extent that Business Associate provides ePHI to a subcontractor, ensure that the subcontractor, agrees to implement reasonable and appropriate safeguards to protect that information, and (iii) to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to that information.

- e. Designated Record Sets. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to (i) provide access, at the request of Covered Entity, and in the time and manner mutually agreed, to PHI in that Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524; and (ii) make any amendment to PHI in that Designated Record Set as requested or directed by the Covered Entity pursuant to 45 CFR §164.526, and in the time and manner mutually agreed.
- f. Books and Records. If Business Associate receives a request, on behalf of the Secretary, that Business Associate make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA, Business Associate shall promptly notify Covered Entity of such request, and unless enjoined from doing so by a court of competent jurisdiction in response to a challenge raised by Covered Entity or Business Associate (which challenge Business Associate shall not be obligated to raise), Business Associate shall comply with such request to the extent Required By Law. Nothing in this BAA shall waive or limit any attorney-client privilege or other privilege applicable to either Party.
- g. Disclosures; Electronic Health Records. Business Associate agrees to (i) document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 and in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. §17935(c); and (ii) provide to Covered Entity or, when directed in writing by Covered Entity, directly to an Individual, in a time and manner mutually agreed, information collected in accordance with Section 2(g) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 and in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. §17935(c). In the event that Business Associate, in connection with the Services, uses or maintains an Electronic Health Record of information of or about an Individual, at the request of Covered Entity, and at a time and manner reasonably designated by Covered Entity, Business Associate shall provide an electronic copy of the PHI to the Covered Entity or, as directed by Covered Entity, to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. §17935(e).
- h. Compliance with 42 U.S.C. §17935.
  - 1. Business Associate shall request, use, and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure; provided, that Business Associate shall comply with 42 U.S.C. §17935(b).
  - 2. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. §17935(d).

3. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. §17936(a).
  4. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. §17936(b).
- i. Subpart E, 45 CFR Part 164. To the extent Business Associate is to carry out one of more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

### **3. Permitted Uses and Disclosures**

- a. Business Associate agrees to use or disclose PHI only as permitted or required by this BAA or as Required By Law and in compliance with each applicable requirement of 45 CFR §164.504(e).
- b. Business Associate may use or disclose PHI (i) to perform Services for, or on behalf of, Covered Entity as specified in the Service Agreement; (ii) as Required By Law; (iii) for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; (iv) to, on behalf of Covered Entity, de-identify any and all PHI obtained by Business Associate under this BAA and use such de-identified data for purposes of this BAA or the Service Agreement, all in accordance with the de-identification requirements of the Privacy Rule; (v) to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B); and (vi) to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

### **4. Obligations of Covered Entity**

- a. Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) or change(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitations or changes may affect Business Associate's use or disclosure of PHI under this BAA.
- b. Notifications Regarding an Individual's PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI under this BAA.
- c. Agreed Restrictions. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 CFR §164.522 or 42 U.S.C. §17935(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.
- d. Compliance with HIPAA. Covered Entity, in performing its obligations and exercising its rights under this BAA and the Service Agreement, shall use and disclose PHI in compliance with HIPAA, including the Privacy Rule and Security Rule. Covered Entity shall not use, disclose, or provide PHI, or request that Business Associate use, disclose, or provide PHI, except in compliance with HIPAA.

## 5. Permissible Requests by Covered Entity

Covered Entity shall disclose or provide access to Business Associate only to the minimum PHI necessary for Business Associate to perform its obligations under the Service Agreement, in accordance with the Privacy Rule and 42 U.S.C. §17935(b). Covered Entity shall not request or require Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity. Business Associate may reasonably rely on these representations and warranties in performing its obligations under the Service Agreement and this BAA, including in making any disclosures as requested by Covered Entity and using PHI as provided herein.

## 6. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon the final expiration or termination of the Service Agreement, unless earlier terminated in accordance with this Section 6.
- b. Termination for Cause. In accordance with 42 U.S.C. §17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this BAA, then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to non-breaching Party, or in the event that cure is not possible, then non-breaching Party shall immediately terminate this BAA, unless neither termination nor cure is feasible, in which case non-breaching Party shall report the violation to the Secretary.
- c. Effect of Termination.
  1. Except as provided in paragraph 2 of this Section 6.c., upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, including PHI that is in the possession of subcontractors or agents of Business Associate.
  2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
  3. Covered Entity agrees that it is infeasible for Business Associate to return or destroy PHI reasonably needed to be retained by Business Associate for its own legal and risk management purposes.

## 7. Miscellaneous

- a. Amendment of Service Agreement. The Parties agree that this BAA hereby amends and is incorporated into the Service Agreement as of the Effective Date, and any reference to the



Service Agreement on or after that date shall mean the Service Agreement as amended by this BAA. This BAA supersedes all prior Business Associate Agreements between the parties with respect to the Service Agreement.

- b. Regulatory References. A reference in this BAA to any law or regulation means that law or regulation as in effect or as amended as of the Effective Date.
- c. Future Amendment. Covered Entity and Business Associate agree to take such actions as are necessary to amend this BAA from time to time as is necessary for the Parties to comply with the requirements of HIPAA, including the Privacy Rule, Security Rule, and ARRA.
- d. Survival. The respective rights and obligations of Business Associate under Section 6.d. of this Agreement shall survive the termination of this BAA.
- e. Interpretation. Any ambiguity in this BAA shall be resolved to permit both Parties to comply with HIPAA, including the Privacy Rule, Security Rule, and/or ARRA.
- f. No Third-Party Rights. This BAA is entered into solely between and may be enforced only by Covered Entity and Business Associate. This BAA shall not be deemed to create any rights in third parties or to create any obligations of Covered Entity or Business Associate to any third party, unless required by law.
- g. No Agency Relationship. This BAA does not create, and there is no, agency relationship between the Parties pursuant to federal or state law, or other applicable law or ordinance.

**IN WITNESS WHEREOF**, Covered Entity and Business Associate have executed the Business Associate Agreement on the date written below.

**Covered Entity:**  
Smith County, Texas

**Business Associate:**  
InternationalRx, LLC

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

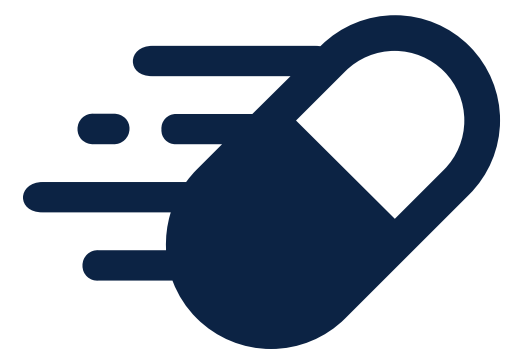
By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



INTERNATIONAL RX

EXHIBIT

A

Annual Rebate: \$

Effective: January 10, 2023

Hello

is excited to announce a new partnership with International Rx for ordering your Specialty Medications. **For the first year, your annual rebate is \$ .**

You have a couple of options when it comes to enrolling in this program:

- You can call International Rx at **1-877-546-6378**.
- You can use the scheduling website below to schedule a time for International Rx to contact you.

[https://outlook.office365.com/owa/calendar/\\_\\_\\_\\_@internationalrx.com/bookings/As](https://outlook.office365.com/owa/calendar/____@internationalrx.com/bookings/As)

As we continue to strive to improve your benefits and reduce your out-of-pocket costs, we encourage you to take part in this program. We have selected International Rx to be the preferred provider for Specialty Medications for three reasons:

- To deliver a uniquely crafted and personalized member service experience that has been created just for you.
- To eliminate any co-pays and deductibles to provide you with a seamless and cost-effective healthcare journey.
- To equip you with the opportunity of receiving an individual rebate check; the rebate will be disbursed directly to you for added convenience and financial benefit.

Your rebate check is calculated based on your medications.

, you will be receiving for every prescription you order, for the first 12-months.

You may begin ordering your Specialty Medication through International Rx effective **January 10th, 2023**. Call now to enroll!





**INTERNATIONAL RX**



Customer Service: 1-877-546-6378  
Hours: 9:00am to 6:00pm M-F EST

**Smith County Drug List 2024**

(Price Per Unit)

**ADEMPAS TAB 2.5MG- \$100.00**  
**ARIPIPRAZOLE TAB 10MG- \$6.67**  
**ARIPIPRAZOLE TAB 15MG- \$6.67**  
**ARIPIPRAZOLE TAB 2MG- \$6.67**  
**ARIPIPRAZOLE TAB 5MG- \$6.67**  
**CREON CAP 24000UNT- \$2.50**  
**CREON CAP 36000UNT- \$4.00**  
**DUPIXENT INJ 300/2ML- \$750.00**  
**ELIQUIS TAB 2.5MG- \$2.93**  
**ELIQUIS TAB 5MG- \$3.35**  
**EMGALITY 120MG/ML-\$495.00**  
**ENBREL 50MG/ML- \$750.00**  
**ENSTILAR AER- \$4.75**  
**ENTRESTO TAB 24-26MG- \$6.50**  
**ENTRESTO TAB 49-51MG- \$6.25**  
**ENTRESTO TAB 97-103MG- \$6.25**  
**EPCLUSA TAB 400-100 - \$857.14**  
**FARXIGA TAB 10MG- \$8.00**  
**FARXIGA TAB 5MG- \$8.00**  
**FIASP INJ 100/ML- \$9.00**

**GILENYA CAP 0.5MG- \$133.33**  
**GLYXAMBI TAB 10-5 MG- \$7.50**  
**GLYXAMBI TAB 25-5 MG- \$7.50**  
**HUMIRA 40/0.4ML- \$1,500.00**  
**HUMIRA 80/0.8ML- \$2,250.00**  
**HUMIRA PEN KIT - \$2,250.00**  
**INVOKANA TAB 100MG- \$6.67**  
**INVOKANA TAB 300MG- \$6.67**  
**JANUMET TAB 50-1000- \$3.33**  
**JANUMET XR TAB 50-1000- \$3.33**  
**JANUVIA TAB 100MG- \$8.33**  
**JANUVIA TAB 50MG- \$8.33**  
**JARDIANCE TAB 10MG- \$6.67**  
**JARDIANCE TAB 25MG- \$6.67**  
**JENCYCLA TAB 0.35MG- \$0.75**  
**KEPPRA TAB 1000MG- \$8.25**  
**LANTUS 100/ML- \$27.00**  
**LANTUS SOLOS 100/ML- \$30.00**  
**LATUDA TAB 40MG- \$30.00**  
**LEVEMIR INJ- \$22.00**  
**LEVEMIR INJ FLEXPEN- \$22.00**  
**LEVEMIR INJ FLEXTOUC- \$22.00**

**LINZESS CAP 145MCG- \$9.17**  
**LINZESS CAP 290MCG- \$10.00**  
**LINZESS CAP 72MCG- \$9.17**  
**LIVALO TAB 2MG- \$3.33**  
**LIVALO TAB 4MG- \$4.44**  
**MOUNJARO INJ 10MG/0.5- \$400.00**  
**MOUNJARO INJ 12.5/0.5- \$400.00**  
**MOUNJARO INJ 15.5/0.5- \$400.00**  
**MOUNJARO INJ 2.5/0.5- \$400.00**  
**MOUNJARO INJ 2.5/0.5- \$400.00**  
**MOUNJARO INJ 5/0.5- \$400.00**  
**MOUNJARO INJ 7.5/0.5- \$400.00**  
**MYRBETRIQ TAB 25MG- \$7.50**  
**NOVOLOG INJ 100/ML- \$20.00**  
**NOVOLOG INJ FLEXPEN- \$21.67**  
**NOVOLOG MIX FLEX REL- \$30.00**  
**NURTEC TAB 75MG ODT- \$75.00**  
**OFEV CAP 150MG- \$100.00**  
**ORILISSA TAB 150MG- \$14.29**  
**ORILISSA TAB 200MG- \$10.71**  
**OTEZLA TAB 30MG- \$41.67**



## **Smith County Drug Listi 2024**

(Price Per Unit)

<b>OZEMPIC INJ 2/1.5ML- \$200.00</b>	<b>TRESIBA FLEX INJ 100UNIT- \$21.67</b>
<b>OZEMPIC NJ 2MG/3ML- \$200.00</b>	<b>TRESIBA FLEX INJ 200UNIT- \$21.67</b>
<b>OZEMPIC NJ 4MG/3ML- \$200.00</b>	<b>TRIJARDY XR TAB- \$10.00</b>
<b>OZEMPIC INJ 8MG/3ML- \$200.00</b>	<b>TRINTELLIX TAB 10MG- \$7.50</b>
<b>QULIPTA TAB 10MG- \$35.00</b>	<b>TRINTELLIX TAB 20MG- \$7.50</b>
<b>QULIPTA TAB 60MG- \$35.00</b>	<b>TRIUMEQ TAB- \$70.00</b>
<b>REVLIMID CAP 10MG- \$642.86</b>	<b>TRULANCE TAB 3MG- \$11.67</b>
<b>RINVOQ TAB 15MG ER- \$100.00</b>	<b>TRULICITY INJ 0.75/0.5- \$325.00</b>
<b>RYBELSUS TAB 14MG- \$19.17</b>	<b>TRULICITY INJ 1.5/0.5- \$325.00</b>
<b>RYBELSUS TAB 3MG- \$19.17</b>	<b>TRULICITY INJ 3/0.5- \$325.00</b>
<b>RYBELSUS TAB 7MG- \$19.17</b>	<b>TRULICITY INJ 4.5/0.5- \$325.00</b>
<b>SANDOSTATIN 20MG- \$3,600.00</b>	<b>UBRELVY TAB 100MG- \$102.50</b>
<b>SKYRIZI 150MG/ML- \$12,700.00</b>	<b>UBRELVY TAB 50MG- \$102.50</b>
<b>SOLIQUA NJ 100/33- \$33.33</b>	<b>VICTOZA INJ 18MG/3ML- \$80.55</b>
<b>SYNJARDY XR 25-1000- \$18.33</b>	<b>VRAYLAR CAP 1.5MG- \$11.00</b>
<b>TACROLIMUS CAP 0.5MG- \$3.00</b>	<b>VRAYLAR CAP 4.5MG- \$25.00</b>
<b>TACROLIMUS CAP 1MG- \$3.50</b>	<b>XARELTO TAB 15MG- \$21.67</b>
<b>TOUJEO SOLO 300IU/ML-\$50.00</b>	<b>XARELTO TAB 20MG- \$10.00</b>
<b>TREMFYA 100MG/ML- \$6,000.00</b>	<b>XIFAXAN TAB 550MG- \$28.57</b>
	<b>XIIDRA DRO 5%- \$8.50</b>



**INTERNATIONAL RX**



Customer Service: 1-877-546-6378  
Hours: 9:00am to 6:00pm M-F EST

**Smith County Drug List 2024**

(Price Per Unit)

**ADEMPAS TAB 2.5MG- \$100.00**  
**ARIPIPRAZOLE TAB 10MG- \$6.67**  
**ARIPIPRAZOLE TAB 15MG- \$6.67**  
**ARIPIPRAZOLE TAB 2MG- \$6.67**  
**ARIPIPRAZOLE TAB 5MG- \$6.67**  
**CREON CAP 24000UNT- \$2.50**  
**CREON CAP 36000UNT- \$4.00**  
**DUPIXENT INJ 300/2ML- \$750.00**  
**ELIQUIS TAB 2.5MG- \$2.93**  
**ELIQUIS TAB 5MG- \$3.35**  
**EMGALITY 120MG/ML-\$495.00**  
**ENBREL 50MG/ML- \$750.00**  
**ENSTILAR AER- \$4.75**  
**ENTRESTO TAB 24-26MG- \$6.50**  
**ENTRESTO TAB 49-51MG- \$6.25**  
**ENTRESTO TAB 97-103MG- \$6.25**  
**EPCLUSA TAB 400-100 - \$857.14**  
**FARXIGA TAB 10MG- \$8.00**  
**FARXIGA TAB 5MG- \$8.00**  
**FIASP INJ 100/ML- \$9.00**

**GILENYA CAP 0.5MG- \$133.33**  
**GLYXAMBI TAB 10-5 MG- \$7.50**  
**GLYXAMBI TAB 25-5 MG- \$7.50**  
**HUMIRA 40/0.4ML- \$1,500.00**  
**HUMIRA 80/0.8ML- \$2,250.00**  
**HUMIRA PEN KIT - \$2,250.00**  
**INVOKANA TAB 100MG- \$6.67**  
**INVOKANA TAB 300MG- \$6.67**  
**JANUMET TAB 50-1000- \$3.33**  
**JANUMET XR TAB 50-1000- \$3.33**  
**JANUVIA TAB 100MG- \$8.33**  
**JANUVIA TAB 50MG- \$8.33**  
**JARDIANCE TAB 10MG- \$6.67**  
**JARDIANCE TAB 25MG- \$6.67**  
**JENCYCLA TAB 0.35MG- \$0.75**  
**KEPPRA TAB 1000MG- \$8.25**  
**LANTUS 100/ML- \$27.00**  
**LANTUS SOLOS 100/ML- \$30.00**  
**LATUDA TAB 40MG- \$30.00**  
**LEVEMIR INJ- \$22.00**  
**LEVEMIR INJ FLEXPEN- \$22.00**  
**LEVEMIR INJ FLEXTOUC- \$22.00**

**LINZESS CAP 145MCG- \$9.17**  
**LINZESS CAP 290MCG- \$10.00**  
**LINZESS CAP 72MCG- \$9.17**  
**LIVALO TAB 2MG- \$3.33**  
**LIVALO TAB 4MG- \$4.44**  
**MOUNJARO INJ 10MG/0.5- \$400.00**  
**MOUNJARO INJ 12.5/0.5- \$400.00**  
**MOUNJARO INJ 15.5/0.5- \$400.00**  
**MOUNJARO INJ 2.5/0.5- \$400.00**  
**MOUNJARO INJ 2.5/0.5- \$400.00**  
**MOUNJARO INJ 5/0.5- \$400.00**  
**MOUNJARO INJ 7.5/0.5- \$400.00**  
**MYRBETRIQ TAB 25MG- \$7.50**  
**NOVOLOG INJ 100/ML- \$20.00**  
**NOVOLOG INJ FLEXPEN- \$21.67**  
**NOVOLOG MIX FLEX REL- \$30.00**  
**NURTEC TAB 75MG ODT- \$75.00**  
**OFEV CAP 150MG- \$100.00**  
**ORILISSA TAB 150MG- \$14.29**  
**ORILISSA TAB 200MG- \$10.71**  
**OTEZLA TAB 30MG- \$41.67**





## **Smith County Drug Listi 2024**

(Price Per Unit)

<b>OZEMPIC INJ 2/1.5ML- \$200.00</b>	<b>TRESIBA FLEX INJ 100UNIT- \$21.67</b>
<b>OZEMPIC NJ 2MG/3ML- \$200.00</b>	<b>TRESIBA FLEX INJ 200UNIT- \$21.67</b>
<b>OZEMPIC NJ 4MG/3ML- \$200.00</b>	<b>TRIJARDY XR TAB- \$10.00</b>
<b>OZEMPIC INJ 8MG/3ML- \$200.00</b>	<b>TRINTELLIX TAB 10MG- \$7.50</b>
<b>QULIPTA TAB 10MG- \$35.00</b>	<b>TRINTELLIX TAB 20MG- \$7.50</b>
<b>QULIPTA TAB 60MG- \$35.00</b>	<b>TRIUMEQ TAB- \$70.00</b>
<b>REVLIMID CAP 10MG- \$642.86</b>	<b>TRULANCE TAB 3MG- \$11.67</b>
<b>RINVOQ TAB 15MG ER- \$100.00</b>	<b>TRULICITY INJ 0.75/0.5- \$325.00</b>
<b>RYBELSUS TAB 14MG- \$19.17</b>	<b>TRULICITY INJ 1.5/0.5- \$325.00</b>
<b>RYBELSUS TAB 3MG- \$19.17</b>	<b>TRULICITY INJ 3/0.5- \$325.00</b>
<b>RYBELSUS TAB 7MG- \$19.17</b>	<b>TRULICITY INJ 4.5/0.5- \$325.00</b>
<b>SANDOSTATIN 20MG- \$3,600.00</b>	<b>UBRELVY TAB 100MG- \$102.50</b>
<b>SKYRIZI 150MG/ML- \$12,700.00</b>	<b>UBRELVY TAB 50MG- \$102.50</b>
<b>SOLIQUA NJ 100/33- \$33.33</b>	<b>VICTOZA INJ 18MG/3ML- \$80.55</b>
<b>SYNJARDY XR 25-1000- \$18.33</b>	<b>VRAYLAR CAP 1.5MG- \$11.00</b>
<b>TACROLIMUS CAP 0.5MG- \$3.00</b>	<b>VRAYLAR CAP 4.5MG- \$25.00</b>
<b>TACROLIMUS CAP 1MG- \$3.50</b>	<b>XARELTO TAB 15MG- \$21.67</b>
<b>TOUJEO SOLO 300IU/ML-\$50.00</b>	<b>XARELTO TAB 20MG- \$10.00</b>
<b>TREMFYA 100MG/ML- \$6,000.00</b>	<b>XIFAXAN TAB 550MG- \$28.57</b>
	<b>XIIDRA DRO 5%- \$8.50</b>

**6**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/05/2025	<b>Submitted by:</b> Christina Haney
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Purchasing/R&B
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Permission to bid - R&B bids	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following: a. RB-17-25 Seal Coat Program b. RB-18-25 Road Improvements to CR 178 (FM 2868 to CR 168) c. RB-19-25 Road Improvements to CR 411 (IH 20 to FM 849)	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Frank Davis	<b>Email:</b>
<b>Name:</b> Christina Haney	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**7**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/05/25	<b>Submitted by:</b> Don Bell
<b>Meeting Date:</b> 2/11/25	<b>Department:</b> Information Technology
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Motorola Spillman Electronic Ticketing Software Purchase	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve a purchasing agreement with Motorola Solutions, Inc. via State of Texas DIR contract for electronic ticketing and authorize the County Judge to sign all related documentation.	
<b>Background:</b> This agreement is to purchase software that provides electronic ticketing capabilities to maintain state requirements for Racial Profiling Reports. It is a module with our Spillman CAD/RMS System and would be used law enforcement, Fire Marshal, Sheriff's Office and Animal Control departments. Currently we have the SO and Constable(s) Precinct 2,3 and 4 using electronic Ticketing through Kologics CopSync. All of the existing departments with the exception of Precinct 4 Constable are requesting to move to Spillman Ticketing and decommission the CopSync Program for their department. Constable 4 will remain with Kologics COPSINC for electronic ticketing. Other departments that will be brought online with electronic ticketing will be Constable 1, Constable 2, Fire Marshal's office and Animal Control. The purchase is through the State of Texas DIR contract COOP approved by Purchasing. This project was spearheaded by the SO who is the largest department utilizing ticketing but meetings were conducted with all stakeholders including future participants and they were all in agreement about how to proceed.	
<b>Financial and Operational Impact:</b> Implementation Cost for Spillman are \$58,184.17 and year 1 subscription fee is \$9,495.40 for a total of \$67,679.57 in year 1. Year 2 - 5 are \$9,495.40 annually for a 5 year total of \$105,661.17. Our current contract with Kologic CopSync renews on March 7, 2025 and totals \$57,900 annually. Subtracting to cost for Constable 4 out of the request that totals \$3,900 annual leaves \$54,000 available to move to the cost of covering the change to Spillman in year 1. In comparison (and subtracting out Constable 4), the cost of Kologics Copsync for a 5 year term would be \$270,000 based on the current pricing agreement. For the same departments migrating to Spillman the 5 year cost would be \$105,661.17 for an overall savings to the County of \$164,338.83. The Difference in year 1 in our current budget cycle moving from CopSync to Spillman would be a deficit of \$13,679.57 but can be covered with contingency IT project funds.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Don Bell	<b>Email:</b> dbell@smith-county.com
<b>Name:</b> Rhonda Laney	<b>Email:</b> rlaney@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

Billing Address:  
 SMITH COUNTY SHERIFF'S  
 DEPARTMENT  
 227 N SPRING AVE  
 TYLER, TX 75702  
 US

Shipping Address:  
 SMITH COUNTY SHERIFF'S  
 DEPARTMENT  
 227 N SPRING AVE  
 TYLER, TX 75702  
 US

Quote Date:01/31/2025  
 Expiration Date:01/31/2026  
 Quote Created By:  
 Billy Duncan  
 Billy.Duncan@  
 motorolasolutions.com

End Customer:  
 SMITH COUNTY SHERIFF'S OFFICE  
 Jimmy Jackson  
 jjackson2@smithcounty.com  
 903-245-0789

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Disc %	Ext. Sale Price
	Flex					
1	ISV00S01856A	FLEX RECORDS DELIVERY SERVICES	1		0.0%	\$1,961.17
2	SSV00S00122A-SP	FLEX ECITATION FORM	1		-□,□□□.□□ □□%	\$56,223.00
3	SSV00S00121A-SP	FLEX ECITATION FORM STANDARD MAINTENANCE	1	5 YEAR	-□□,□□□□.□□ □%	\$47,477.00
Subtotal						\$□□□,□□□□.□□
Total Discount Amount						-\$□,□□□□.□□
<b>Grand Total</b>						<b>\$105,661.17(USD)</b>



## Pricing Summary

		Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>				
			\$58,184.17	
<b>Upfront Subscription Fee</b>				
	Flex	Annually	\$9,495.40	
<b>Sub Total:</b>			<b>\$67,679.57</b>	
		Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>				
	Flex	Annually	\$9,495.40	\$9,495.40
<b>Year 3 Subscription Fee</b>				
	Flex	Annually	\$9,495.40	\$9,495.40
<b>Year 4 Subscription Fee</b>				
	Flex	Annually	\$9,495.40	\$9,495.40
<b>Year 5 Subscription Fee</b>				
	Flex	Annually	\$9,495.40	\$9,495.40
<b>Sub Total:</b>			<b>\$37,981.60</b>	
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>				<b>\$105,661.17</b>

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

## Notes:

- Non-Appropriation Funding Clause

Funding Clause - Payments required to be made by Smith County under the terms of this Agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the Agreement by and through the Commissioners Court of Smith County, Texas. In the event appropriations for funding of the Agreement are not approved by and through the Commissioners Court, the agreement shall terminate. Upon termination, the Respondent may submit a final invoice to the County. Payment for final invoice will be subject to verification and approval by receiving department. Thereupon, Smith County will be released from its obligation to make further payments.

## Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.

Term 6 Flex Maintenance Total: \$9,875.22



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

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

Name: \_\_\_\_\_

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

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

Customer

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

Name: \_\_\_\_\_

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

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



8

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 01/30/2025	<b>Submitted by:</b> Jaye Latch for Sheriff's Office
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Sheriff's Office
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Purchase of Faro Tech Software	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the purchase of FARO Tech software and equipment from FARO Technologies, Inc. and approve a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7) and authorize the County Judge to sign all related documentation.	
<b>Background:</b> This is the purchase of software and equipment to scan and measure evidence at major crime scenes. This will be a very useful investigative tool. The total cost is \$92,084.44.	
<b>Financial and Operational Impact:</b> 35.560.4800.860, DEA Task Force Equipment Funds	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> jlatch@smith-county.com	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> lsmith@smith-county.com	<b>Email:</b> jlatch@smith-county.com
<b>Name:</b>	<b>Email:</b> lsmith@smith-county.com
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**FARO Technologies, Inc.**  
125 Technology Park, Lake Mary, FL 32746  
Tel: +1.407.333.9911 | Toll Free: 800.736.0234  
Fax: +1.407.333.4181

Nasdaq: FARO  
[www.FARO.com](http://www.FARO.com)

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation, as the sole developer and manufacturer of the FARO Focus Laser Scanners (including but not limited to the Focus M, Focus S and Focus Premium), the FARO Freestyle 2, FARO Focus Thermal Covers, SCENE software and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO. FARO is the sole provider of software service, warranty, maintenance, repairs, and annual calibration of FARO products.

FARO Technologies, founded in 1981, is a global leader in the manufacture of 3D measurement technology. FARO Technologies, a global organization, designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

FARO is the sole developer and supplier of FARO Zone Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis.

Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions,

DocuSigned by:  
  
F01D2634105D43E...

3/22/2024

Craig Cupach  
Director of Sales  
FARO Technologies, Inc.  
[faroomers@faro.com](mailto:faroomers@faro.com)





35.560.4800.850

FARO Technologies Inc  
125 Technology Park, Lake Mary FL  
32746-6204  
Phone No: 407-333-9911

**Account Manager:** Richard Britt  
**Email:** richard.britt@faro.com  
**Sales Support:** Ainel Grana  
**Contact Person:** Noel Martin

**Quotation No:** 03902542  
**Quotation Date:** 10/15/2024  
**Expiration Date:** 02/22/2025  
**Lead Time:** 2-6 weeks  
**Tracer Lead Time:** 12-16 weeks  
**Ship:** Standard/Ground  
**Payment Terms:** Payment in advance  
**Delivery Terms:** Ex Works

Bill To:	Ship To:
Smith County Sheriff (TX) PO Box 90 Tyler, TX, 75710-0090 US	Smith County Sheriff (TX) Tyler, United States 227 N Spring Ave Tyler, TX, 75702-5733 US

**Notes:**

UNIT COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
900-000119-000	<b>Freestyle 2.5 FARO</b> Includes: A rugged transport case, with x1 Sensor, x1 Mobile PC, 1 year of manufacturer warranty, x1 On-site Calibration plate, x1 Magnetic Kit for Mobile Phone, USB cable, x1 Battery, Power Charger, x1 USB stick, x20 Targets, and quick start guide	1	\$ 21,493	\$ 20,470
ACCS-PWR-0014	<b>Focus Battery Power Block</b> Power Block battery for Focus laser scanner and Freestyle.	1	\$ 652	\$ 610

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204  
Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

ACCS-PWR-0013	<b>3D_AC_LS_FocusS Battery Power Dock</b> Power Dock charging cradle for Focus laser scanner.	1	\$ 652	\$ 610
ACCS-PWR-0010	<b>3D_AC_LS_FocusS 90W Power Supply</b> Power supply for Focus laser scanner S, M, S Plus	1	\$ 130	\$ 120
ACCS8039	<b>3D_AC_FS2_Mobile_Phone</b> High-end Smartphone compatible with FARO® Cobalt Detail 3D.	1	\$ 927	\$ 870
TR-AS-SCN-O	<b>Scanner Tr. AS-Customer Site.</b> One day hands-on Scanner training session to help solve customer specific applications. Customer site trainings are designed for up to four people to ensure proper transfer of knowledge and understanding. Price per class.	1	\$ 3,210	\$ 3,030

## RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL
----------	-------------	-----	--------------	----------

**Total Unit Price:** \$ 27,064.00

**Total Recurring Costs:** \$ 0.00

**Total Discount:** -(\$ 1,354.00)

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 03902542

Sub Total:	\$ 25,710.00
Shipping & Handling:	\$ 26.05
Total Excluding Tax:	\$ 25,736.05
Total Taxes:	\$ 0.00

<b>Total Due: (USD)</b>	<b>\$ 25,736.05</b>
-------------------------	---------------------

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 03902542

**\*\*Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

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

Accounts Payable Name: \_\_\_\_\_ Email: \_\_\_\_\_

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: \_\_\_\_\_

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 03902542

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email [Contracts.AMER@faro.com](mailto:Contracts.AMER@faro.com) for a copy.

The following article contains all our calibration information under their respective product headings

[https://knowledge.faro.com/Essentials/Hardware/Compensation\\_Calibration\\_and\\_Certification\\_Standards\\_for\\_FARO\\_Devices](https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices)

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
[www.faro.com](http://www.faro.com)  
Nasdaq: FARO





FARO Technologies Inc  
 125 Technology Park, Lake Mary FL  
 32746-6204  
 Phone No: 407-333-9911

**Account Manager:** Craig Cupach  
**Email:** craig.cupach@faro.com  
**Sales Support:** Ainel Grana  
**Contact Person:** Noel Martin

**Quotation No:** 02281011  
**Quotation Date:** 10/14/2024  
**Expiration Date:** 02/22/2025  
**Lead Time:** 2-6 weeks  
**Tracer Lead Time:** 12-16 weeks  
**Ship:** Standard/Ground  
**Payment Terms:** 30 Days net  
**Delivery Terms:** Ex Works

Bill To:	Ship To:
Smith County Sheriff (TX) PO Box 90 Tyler, TX, 75710-0090 US	Smith County Sheriff (TX) Tyler, United States 227 N Spring Ave Tyler, TX, 75702-5733 US

**Notes:**

UNIT COSTS



ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
LS9-CU	<b>FARO Focus Core 100m USA</b> ships with: scanner head, Status Indicator, Quick Release, Battery, Power Dock, Power Supply, 64GB SD Card and reader, transport case, calibration certificate, quick start guide, manufacturer warranty	1	\$ 46,199	\$ 43,999
SV2-SCN-Y3	<b>FOCUS Premium Complete Care-Year 3</b> Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale.	1	\$ 5,618	\$ 5,590

Check Payments:  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

Phone No: 407-333-9911  
 www.faro.com  
 Nasdaq: FARO

ACCS-PWR-0014	<b>Focus Battery Power Block</b> Power Block battery for Focus laser scanner and Freestyle.	1	\$ 652	\$ 610
ACCS8032	<b>Standard Carbon Fiber Tripod</b> Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$ 1,390	\$ 1,300
COMP0123X64	<b>VR Ready Notebook</b> High-end notebook computer. Contact your FARO representative for current specifications.	2	\$ 6,320	\$ 11,860
SSA0900-3Y  <b>SCENE</b>	<b>SCENE Subscription 3 years</b> SCENE Subscription 3 year New License Includes standard maintenance for three years. License containers sold separately. Contract Date: 10/14/2024 - 10/14/2027	1	\$ 6,299	\$ 5,850
SSA51007-3Y  <b>Zone Expert</b>	<b>FARO Zone 3D Expert SUB 3Y</b> Contract Date: 10/14/2024 - 10/14/2027	1	\$ 5,875	\$ 5,280

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 02281011

SOFTL0006	Subscription Single User Hard Lock	2	\$ 462	\$ 880
TR-BL-SCN-POS	Scanner Training - Facility POS Blended Learning Training combines flexible online modules with interactive face-to-face sessions for a comprehensive educational experience. Course includes the principles of Scanner operation, setup, and basic measurements and software. Classroom trainings are scheduled on a first come first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Point of Sale training includes up to 2 persons for online course and 2 day classroom session.	1	\$ 0	\$ 0

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO



TR-BL-SCN-POS-FOR	<b>Scanner Trng Forensic- Customer Site UG</b>	1	\$ 10,178	\$ 9,610
	Blended Learning Training combines flexible online modules with interactive face-to-face sessions for a comprehensive educational experience. Course includes the principles of Scanner operation, setup, and basic measurements and software, and a concentraion on forensic tools and workflow. Customer Site Trainings are designed for up to Four trainees to ensure proper transfer of knowledge and understanding. Includes online course and 4 day customer site session.			
ACSS0299	<b>80Mm Koppa Target Set</b>	1	\$ 1,315	\$ 1,220
	A combination set of 12 x 80mm targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods. All shipped in a plastic storage crate.			
ACSS0287	<b>200mm Koppa Target W/ Tripod Mount Kit</b>	1	\$ 3,503	\$ 3,250

Check Payments:  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

Phone No: 407-333-9911  
 www.faro.com  
 Nasdaq: FARO

ACCSS6069

3D\_AC\_LS\_3D-Scale Bar Kit

1

\$ 2,726

\$ 2,550

The 3D Measurement Scale Bar is used as a reference point in scans to verify scan accuracy. NIST Traceable, the certified distance between the spheres is 1.5 meters. The scale bar has two 70 mm spheres mounted on a 31.75 mm (1.25") diameter rod. The spheres on the Scale Bar can also serve as near-distance (under 5 m) targets. The Scale Bar comes in two pieces, that are easily assembled at the scan scene. The Scale Bar Kit includes the Scale Bar, case, and a clamp that allows the scale bar to be mounted onto a standard photography tripod.- Kit includes Scale Bar, Case, Tripod and Clamp.

RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL
----------	-------------	-----	--------------	----------

**Total Unit Price: \$ 97,319.00**

**Total Recurring Costs: \$ 0.00**

**Total Discount: -(\$ 5,320.00)**

**Sub Total: \$ 91,999.00**

**Shipping & Handling: \$ 85.44**

**Total Excluding Tax: \$ 92,084.44**

**Total Taxes: \$ 0.0**

**Total Due: (USD) \$ 92,084.44**

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 02281011

**\*\*Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

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

Accounts Payable Name: \_\_\_\_\_ Email: \_\_\_\_\_

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: \_\_\_\_\_

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

**Quotation No:** 02281011

**PURCHASE AGREEMENT AND CONDITIONS OF SALE:** As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email [Contracts.AMER@faro.com](mailto:Contracts.AMER@faro.com) for a copy.

The following article contains all our calibration information under their respective product headings

[https://knowledge.faro.com/Essentials/Hardware/Compensation\\_Calibration\\_and\\_Certification\\_Standards\\_for\\_FARO\\_Devices](https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices)

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
[www.faro.com](http://www.faro.com)  
Nasdaq: FARO

# SOLE SOURCE/NAME BRAND APPROVAL

REQUISITION NUMBER:

DATE: 1-29-2025

REQUESTED AMOUNT: \$

**Please fill in the following information.** (Attach a separate page if room is not sufficient)

This is a request for:  SOLE SOURCE  SOLE BRAND

1. What are the unique performance features of the product or brand requested that are not available in any other product or brand? (For services: What are the unique qualifications this vendor possesses?) Identify specific, measurable factors/qualifications.

Faro Tech is the sole supplier of the FARO Zone Software which when demonstrated to us presented the easier and cleanest product in crime scene reconstruction. FARO also has a hand scanner to capture small weed.

2. Why are the unique features/qualifications required?

The hand scanner by FARO allows us to scan small areas which cannot be captured by the other large scanner. Faro is the only brand which offers this feature making the product complete and more accurate. Also allows easier scans of vehicle interiors.

In most investigations it is imperative to have the ability to capture important evidentiary aspects in a major criminal investigation Scene.

3. What other brands/services were evaluated, rejected and why? Provide brand name, model, vendor name and contact, date contacted and prices quoted. A minimum of three suppliers must be surveyed and the results noted below.

Leica Geosysteme – total station

Collision & Crime Forensic Solutions

Michael Salves – 402 339 1518 8-2-24 None of these companies offer the small scanners which are needed to be able to scan in small areas or rooms

Where evidence such as blood splatter are crucial to an investigation. No other companies were located that offer these features.

4. To match or "intermember" is not normally an acceptable justification for sole brand. If you determine this is a factor which should be considered, the quantity, manufacturer, brand, model, State property ID number of the existing equipment, and necessity for "interfacing" must be provided below.

**CERTIFICATION:** I am aware of the Smith County's purchasing policy as well as State requirements for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. As an approved department representative, I have gathered the required technical information and have made a concerted effort to review comparable/equal equipment. This effort is documented in this justification. I hereby certify as to the validity of the information and feel confident that this justification for this sole source/sole brand procurement meets the criteria to withstand an audit, or a vendor protest.

The following procedures have been followed to justify this purchase:

1. Unique performance factors have been specified
2. Statement as to why they were required
3. Other products have been evaluated, and reasons for rejection stated

**Please file along with Sole Source Letter from Vendor if available.**

1. REQUESTOR: Captain Jason Railsback

DEPARTMENT: SCSO

2.  Larry R. Smith

1-29-2025

Signature (Department Director or Designee)

Date



9

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> February 3, 2025	<b>Submitted by:</b> Amanda Deck
<b>Meeting Date:</b> February 11, 2025	<b>Department:</b> Sheriff's Office
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Rifle-Resistant Body Armor Grant Program, FY2026	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the Smith County Sheriff's Office to apply for the Rifle-Resistant Body Armor Grant Program for FY 2026 through the Governor's Office, and to authorize the County Judge to sign all related documentation.	
<b>Background:</b> If the grant is awarded, program funds received by the Sheriff's Office will be used to purchase body armor for our deputies.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Amanda Deck	<b>Email:</b> adeck@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only  
Agenda Item # \_\_\_\_\_



**Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

<b>Entity Name:</b> Smith County Texas	<b>Date:</b> 02/11/2025
<b>Agency/Department Name:</b> Smith County Sheriff's Office	
<b>Name of Chief Executive Officer:</b> Neal Franklin	
<b>Name of Head of Law Enforcement Agency:</b> Larry Smith	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of Smith County Texas (“Grantee”) and as head of Smith County Sheriff's Office (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2026 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2026 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

\_\_\_\_\_  
Signature  
Chief Executive Officer for Grantee

\_\_\_\_\_  
Signature  
Head of Agency



**10**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/05/2025	<b>Submitted by:</b> Andrea Broughton
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Road & Bridge
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Interlocal Cooperation Agreement between city of Tyler and Smith County	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve an Interlocal Cooperation Agreement for Stormwater Management between the City of Tyler and Smith County.	
<b>Background:</b> Both the City of Tyler and Smith County are identified as a Regulated Small Municipal Separate Storm Sewer System (MS4) per TCEQ and are required to obtain stormwater permit coverage for their respective MS4s. We are both in the process of renewing our separate 5-Year Permit with TCEQ and this interlocal agreement is a part of the permit requirements. This item renews an existing Interlocal Cooperation Agreement between Smith County and the City of Tyler to implement the provisions of the permit at a lower cost and increased efficiency.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Andrea Broughton	<b>Email:</b> abroughton@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

STATE OF TEXAS            §            INTERLOCAL COOPERATION AGREEMENT  
   §            FOR  
   §             
   §            STORMWATER MANAGEMENT BETWEEN  
COUNTY OF SMITH        §             
   §            THE CITY OF TYLER AND SMITH COUNTY

**THIS INTERLOCAL COOPERATION AGREEMENT** (the “Agreement”) is made and entered into by and between the City of Tyler (“Tyler”), a municipal corporation of Smith County, Texas, by and through its City Manager pursuant to City Council authority at a regularly scheduled City Council meeting on the 26<sup>th</sup> day of [February](#), 2025, and Smith County, Texas (“Smith County”), a political subdivision of the State, acting by and through a County Judge pursuant to Commissioners Court authority at a regularly scheduled Commissioners Court meeting on the [11<sup>th</sup> day of February 2025](#).

**WHEREAS**, the Interlocal Cooperation Act (the “Act”), codified as Chapter 791, Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, Texas Administrative Code Title 30, Section 281.25, as adopted by the Texas Commission on Environmental Quality (“TCEQ”) and applicable federal regulations require both Tyler and Smith County to obtain stormwater permit coverage for their municipal separate storm sewer systems (“MS4s”) because each is identified as a Regulated Small MS4; and

**WHEREAS**, TCEQ regulations require both Tyler and Smith County to take certain actions to implement the requirements of the State’s Texas Pollutant Discharge Elimination System (“TPDES”) General Permit for Regulated Small MS4s, TPDES General Permit No. TXR040000; and

**WHEREAS**, State law allows Regulated Small MS4s such as Tyler and Smith County to work together to implement provisions of the TPDES General Permit for Regulated Small MS4s; and

**WHEREAS**, Tyler and Smith County believe that by working together to implement the provisions of the TPDES General Permit for Regulated Small MS4s they can combine their resources to achieve lower costs, greater efficiency, and higher effectiveness in the programs; and

**WHEREAS**, Tyler and Smith County desire to enter into this Interlocal Cooperation Agreement pursuant to the provisions of Texas Government Code Chapter 791, the Act, and other applicable statutes, contracts pursuant thereto, and Charter provisions; and

**WHEREAS**, this Agreement will increase the efficiency and effectiveness of stormwater management in both Tyler and Smith County; and

**WHEREAS**, this Agreement will mutually benefit the parties and serve to protect the public interest and the public health, safety, welfare, and the environment.

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations hereinafter stated, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Tyler and Smith County agree as follows:

### I. EFFECTIVE DATE

The effective date of this Agreement shall be the ~~10th-26th~~ day of ~~July 2019~~~~Jan~~~~February~~ 2025.

### II. TERM

The initial term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for two additional five (5) year terms unless terminated earlier by either party as set forth below.

### III. DUTIES OF PARTIES

The following outlines the duties of the parties to implement the requirements of the TPDES General Permit for Regulated Small MS4s and specifically to address the five (5) applicable Minimum Control Measures (“MCMs” identified in the TPDES General Permit for Regulated Small MS4s. The various Best Management Practices (“BMPs”) are referenced with respect to Smith County’s Stormwater Management Program (“SWMP”), and the related BMPs in Tyler’s SWMP are provided for reference.

#### A. PUBLIC EDUCATION, OUTREACH, AND INVOLVEMENT.

1. Smith County BMP PE/PI-1 – Public Service Announcements/~~Social Media~~: In order to address the Public Education and Outreach MCM, Tyler plans to utilize stormwater public service announcements. (See Tyler BMP PE/~~PI-74~~.) Because the public service announcements are broadcast throughout Smith County, Tyler shall recognize Smith County’s role in addressing stormwater issues in all stormwater public service announcements broadcast each year during the term of this Agreement.
2. Smith County BMP PE/PI-2 – Stormwater Web Site: In order to address the Public Education and Outreach MCM, Tyler plans to maintain its stormwater web site. (See Tyler BMP PE/~~PI-43~~.) ~~Tyler shall work with Smith County to develop one (1) static stormwater web page for the Smith County web site.~~ The stormwater web page ~~developed~~ for Smith County shall have a link to Tyler’s stormwater web site.

Tyler's stormwater website shall have a link to the Smith County website ~~within 30 days of notice from Smith County that said Smith County stormwater website is available.~~

3. Smith County BMP PE/PI-4 – Stormwater Brochures: In order to address the Public Education and Outreach MCM, Tyler will continue to develop new brochures on a “as need basis” and maintain existing brochures addressing such topics as pesticides and fertilizer use, household hazardous waste, pet waste, and Tyler’s recycling program. (See Tyler BMP PE/~~PI-32~~.) Tyler shall include Smith County’s logo on applicable stormwater brochures printed each year during the term of this Agreement as requested by Smith County. Tyler will provide to Smith County the number of brochures requested by Smith County during throughout the term of the TPDES General Permit for Regulated Small MS4s. Within 30 days after Tyler submits an invoice to Smith County for the purchase of such brochures, Smith County shall reimburse Tyler for the printing costs of those brochures provided to Smith County. Smith County shall make the brochures available throughout the urbanized areas of Smith County outside Tyler’s corporate limits.

B. ILLICIT DISCHARGE DETECTION AND ELIMINATION.

1. Smith County BMP ID-1 – Storm Drain System Outfall Mapping: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler is maintaining and improving a city-wide GIS storm drain system outfall map. (See Tyler BMP ID-1.) Tyler will also maintain a GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler’s corporate limits. Tyler shall provide all information developed as part of the GIS storm drain system outfall map for those portions of the urbanized area outside of Tyler’s corporate limits to Smith County without cost to Smith County.
2. Smith County BMP ID-3 – Illicit Discharge Investigations: In order to address the Illicit Discharge Detection and Elimination MCM, Tyler plans to conduct illicit discharge investigations throughout the storm sewer system on an as needed basis. (See Tyler BMP ID-3.) These investigations can utilize fluorescent dye testing, smoke testing, and remote TV camera inspection to track down illicit connections to the MS4. Smith County shall work with Tyler to coordinate such illicit discharge investigations within the urbanized area outside of Tyler’s corporate limits when such investigations are necessary. Smith County shall reimburse Tyler on a case-by-case basis for illicit discharge investigations requested by Smith County and performed by Tyler in the urbanized area outside Tyler’s corporate limits. Smith County shall reimburse Tyler for the costs associated with the requested investigations within 30 days after Tyler submits an invoice to Smith County for such investigations.

3. Smith County BMP ID-6 – Reduce Failing Septic Systems: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to continue its permitting and regulation of septic systems through the TCEQ On-site Sewage Facility Program (“OSSF”). To enhance the effectiveness of this program, Smith County has developed a brochure, which will address proper septic system care, for septic system pumping companies to distribute to septic system owners. Smith County shall include Tyler’s logo on all septic tank brochures printed each year during the term of this Agreement. Tyler shall reimburse Smith County for the printing costs of brochures provided to Tyler during the term of the TPDES General Permit for Regulated Small MS4s within 30 days after Smith County submits an invoice to Tyler for such brochures. Smith County shall make the brochures available to septic system pumping companies for distribution to the owners of septic systems within Tyler’s corporate limits [\(See Tyler BMP ID-6\)](#).
4. Smith County BMP ID-9 – Smith County Cleanup Day: In order to address the Illicit Discharge Detection and Elimination MCM, Smith County plans to conduct a Smith County Cleanup Day. Smith County shall hold a Smith County Cleanup Day on an annual basis during the term of the TPDES General Permit for Regulated Small MS4s. Tyler shall allow Smith County to deliver acceptable materials collected as part of Smith County Cleanup Day to the Allied Greenwood Farm landfill for disposal, with Smith County paying for the cost as established by the City at the time of service.

#### C. CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

1. Smith County BMP C-1 – Track Construction Site Notices: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to review plans for construction projects within Tyler’s corporate limits and ETJ as allowed by State law and City ordinances. *(See Tyler BMP C-2.)* Smith County will track all construction site notices including Notices of Intents, Notices of Change and Notices of Termination that it receives as the MS4 operator and share that information with the City of Tyler.
2. Smith County BMP C-2 – Construction Inspection: In order to address the Construction Site Stormwater Runoff Control MCM, Tyler plans to continue to conduct construction inspections of residential and commercial sites within Tyler’s corporate limits and some areas of its ETJ as allowed by State law and City ordinances. *(See Tyler BMP C-3.)* Smith County will notify the City of Tyler of any citizen complaints that it receives through the County’s Web-Based Incident Reporting System (Smith County BMP ID-5) regarding construction sites located in the City’s ETJ. If allowed under State and local law, the City of Tyler will perform construction inspections of those sites located in the City’s ETJ and report inspection results to Smith County.

D. POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

1. Smith County BMP PC-3 – Long Term Operation and Maintenance of BMPs: In order to address the Post-Construction Stormwater Management in New Development and Redevelopment MCM, Tyler plans to conduct inspections to determine the effectiveness of post-construction BMPs. (See Tyler BMP PC-4.) Tyler shall conduct these inspections within its ETJ inside the urbanized area at Smith County's request. Smith County shall reimburse Tyler on a case-by-case basis for those inspections within Tyler's ETJ requested by Smith County and performed by the City within 30 days after the City submits an invoice to Smith County for the costs associated with such inspection. Tyler shall notify the Smith County Road and Bridge Department if conditions are observed that require maintenance.

E. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS.

1. Smith County BMP GH-1 – County Facilities and Control Inventory. In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to develop an inventory of facilities and stormwater controls that it owns and operates within the regulated area of the small MS4. Smith County will supply information to the City of Tyler for development of a GIS map of the Smith County facilities and stormwater controls. The inventory will include:
  - Equipment storage and maintenance facilities;
  - Fuel storage facilities;
  - Incinerators;
  - Materials storage and Public Work yards;
  - Building sites;
  - Parking lots;
  - Vehicle storage and maintenance yards; and
  - Structural stormwater controls.

Annual updates of the facilities inventory map shall be completed by September 30<sup>th</sup> each year of the permit term and provided to the City of Tyler, as needed.

2. Smith County BMP GH-8 – Structural Control Maintenance (Storm Drain System Cleaning). In order to address the Pollution Prevention/Good Housekeeping for Municipal Operations MCM, Smith County plans to continue to perform maintenance on drains at the Smith County Base Facility that discharge into the adjacent creek. The drains shall be cleaned on an as needed basis. Depending on the extent of the maintenance required, Smith County may request assistance from the City of Tyler. Smith County may coordinate with the City of Tyler's Streets

Department to assist them in cleaning/maintaining drains with the City's vacuum truck. Smith County shall reimburse Tyler for each use of the vacuum truck at a price to be negotiated at the time of each request.

## **PAYMENT/FUNDING**

Costs payable by Tyler and Smith County pursuant to this Agreement are outlined above, and will be based on actual costs with documentation of time and materials as described in invoices provided by Tyler for reimbursement requests. Smith County and Tyler shall meet each year prior to the budgeting process to finalize the estimate of BMP activities for the upcoming fiscal year. This provision shall ~~supercede~~supersede any provision in conflict within this agreement.

## **MISCELLANEOUS PROVISIONS**

- A. NOTICE. Any notice given hereunder must be in writing, and may be effective by personal delivery, facsimile transmission, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

City of Tyler:           City Manager  
                                  City of Tyler  
                                  P.O. Box 2039  
                                  Tyler, Texas 75710  
                                  (903) 531-1250 (Telephone)  
                                  (903) 531-1166 (Facsimile)

Smith County:           County Judge  
                                  Smith County Commissioners Court  
                                  200 E. Ferguson, Suite 100  
                                  Tyler, Texas 75702  
                                  (903) 590-4600 (Telephone)  
                                  (903) 590-4615 (Facsimile)

These addresses for notice may be changed by either party by delivering written notice within ten days of the change, in accordance with the requirements of this paragraph, to the other party.

- B. CURRENT REVENUES. Tyler and Smith County will pay for services rendered pursuant to this Agreement from current revenues.



- C. RENEWAL. The renewal of this Agreement shall be contingent upon the availability of current revenue funds and annual budget allocations and appropriations by the parties.
- D. HOLD HARMLESS. Each party to this Agreement does hereby agree to waive all claims against, release and hold the other party and its respective officials, officers, agents, and employees, both in their official capacity and individual capacity, harmless from and against any and all liability, claims, suits, demands, losses, damages (including court costs and attorneys' fees) or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- E. MUTUAL COOPERATION. Tyler and Smith County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purpose and intent of this Agreement.
- F. AUTHORITY TO CONTRACT. Each party acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
- G. NO PARTNERSHIP. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal-agent, partners, joint ventures, or any other similar such relationships, between the parties hereto.
- H. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire Agreement of the parties respecting the subject matter and supersedes all prior negotiations, representations and/or agreements, either written or oral, between the parties. This Agreement may not be modified or amended except by written Agreement duly executed by both parties.
- I. INTERPRETATION. This Agreement has been entered into and under the authority granted under the Act. All terms and provisions are to be construed and interpreted consistently with that Act. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.
- J. SEVERABILITY. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement;

however, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty days written notice of its intent to terminate.

- K. ASSIGNMENT AND SUBLETTING. This Agreement shall not be assigned in whole or in part without the written consent of both parties.
- L. WAIVER. The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- M. REMEDIES. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.
- N. APPLICABLE LAWS. This Agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Smith County, Texas. Exclusive venue shall be in Smith County, Texas.
- O. CAPTIONS. Title and headings of Sections or Paragraphs hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent.
- P. COUNTERPARTS. This Agreement shall be executed in duplicate originals and all shall constitute but one and the same instrument.

IN WITNESS OF WHICH this Agreement has been executed on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF TYLER,  
a Texas municipal corporation

SMITH COUNTY, TEXAS  
a political subdivision of Texas

By: \_\_\_\_\_  
Edward Brouard  
City Manager

By: \_\_\_\_\_  
Neal Franklin  
County Judge

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Clerk

11

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/04/2025	<b>Submitted by:</b> FCIC
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> FCIC
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Updated lease agreement for a lease vehicle for FCIC	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve an updated lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for FCIC vehicle and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b> The original lease agreement was approved on August 20, 2024. The upfitting equipment that was originally ordered is on backorder and alternate upfitting that is readily available was chosen. This resulted in additional costs as available upfitting is more expensive.	
<b>Financial and Operational Impact:</b> Funding for this vehicle is provided through the State (TDLR) at not cost to the County.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> jlatch@smith-county.com	<b>Email:</b> twilson@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



Open-End (Equity) Lease Quote

Quote: 25820

Prepared For: Smith County, Texas

Date: 01/21/2025

Unit#: 25820

Unit: 2024 Toyota TUNDRA 4WD CrewMax SR5 3.5L

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 1.00

\$ 61,274.37	Capitalized Cost of Vehicle <sup>1</sup>
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 258.00	Initial License and Registration Fees
\$ 17,251.98	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract Gross
<b>\$ 78,784.35</b>	<b>Capitalized Cost LESS:</b>
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
<b>\$ 78,784.35</b>	<b>Total Capitalized Cost (Delivered Price)</b>

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information	
Driver	
Ext Color	Black
Int Color	Black
License	
GVWR	0



\$ 1,494.01	Depreciation Reserve @ <u>1.896%</u>
\$ 382.14	Monthly Lease Charge (Based on Rate - Subject to a Floor) <sup>2</sup>

\$ 1,876.15 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

\$ 135.00	Full Maintenance Program <sup>3</sup>
\$ 0.00	Miscellaneous

Contract Miles 75,000  
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile  
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 Additional Services Sub Total

\$ 0.00	Monthly Sales Tax <u>0.00%</u>
\$ 0.00	Total Monthly Insurance

\$ 2,011.15 Total Monthly Rental Including Additional Services

\$ 25,000.00	Reduced Book Value at <u>36</u> Months
\$ 250.00	Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures	
\$ 0.00	Commercial Liability Enrollment (Estimate Only)
\$ 0.00	Physical Damage (Estimate Only)
	Liability Limit <u>\$ 0.00</u>
	Comprehensive/Collision Deductible: <u>\$ 0.00 / \$ 0.00</u>

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.

LESSEE Smith County, Texas

BY TITLE DATE 01/21/2025

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

# Open-End (Equity) Lease Quote

Quote: 25820

Prepared For: Smith County, Texas

Date: 01/21/2025

Unit#: 25820

Unit: 2024 Toyota TUNDRA 4WD CrewMax SR5 3.5L

**ADDED EQUIPMENT / OTHER TOTALS**

Description	(B)illed or (C)apped	Price
Delivery/Transport - from dealer to upfitter	C	\$ 500.00
Upfit -Q532177	C	\$ 15,759.69
Floor Plan - Interim Interest	C	\$ 992.29
<b>Total Charges (B)illed</b>		<b>\$ 0.00</b>
<b>Total Charges (C)apitalized</b>		<b>\$ 17,251.98</b>
<b>Total of All Added Equipment and Other Charges</b>		<b>\$ 17,251.98</b>



## **LEASE CLOSING INSTRUCTIONS**

**Company** Smith County, Texas

**Authorized Signer** Neal Franklin

**Date** 1/31/2025

**Type of Lease** Open

**Schedules** 1 - 1

**Amount Due** 1905.24 (payable to D&M Leasing)

*\* Please sign all documents in spaces indicated by the "X".*

*\* If Printing, please use single-sided copies only.*

1. Lender Lease Agreement and applicable documents
2. Odometer Statement (s)
3. Welcome Letter
4. D&M Invoice for upfront delivery payment due upon receipt
- 5.
6. Provide a Certificate of Insurance or Insurance Binder with vehicle (s) description and required limits as stated in the Insurance Notice reflecting:  
Loss Payee as Texas Capital Bank and its Successors and Assigns; 1001 E. Lookout Drive; Suite 4C  
Additional Insured as D&M Leasing c/o Insurance Center PO Box 750784, Dayton, OH 45475-0784
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.



**Master Schedule and Notice and Acknowledgment of  
Assignment and Insurance Requirements**

Master Lease: Master Open-End Vehicle Lease Agreement dated August 21, 2024  
 Lessor: D&M Leasing Commercial  
 Lessee: Smith County, Texas  
 Customer Number: 7959 P.O. Number: 140105 Coop Agreement: TXMAS-23-97501

**I. Master Schedule**

Pursuant to the Master Lease, Lessee has leased one or more Vehicles individually and more particularly described in this Master Schedule:

<b>Schedule No.</b>	<b>Unit No.</b>	<b>Year Make Model</b>	<b>VIN/SN</b>
1.00	25820	2024 Toyota TUNDRA 4WD CrewMax SR5 3.5L	5TFLA5DB8RX212426

By signing below, Lessee acknowledges and agrees that: (i) the Vehicle(s) described in the Master Schedule have been delivered to and accepted by Lessee; (ii) the garaging location, as set forth in **Exhibit A**, is true and correct; (iii) Lessee is responsible for and shall pay the amounts set forth in **Exhibit B** in accordance with this Master Schedule and the Master Lease; (iv) Lessee is responsible for payment of the amounts set forth in **Exhibit C** at the time of delivery to Lessor and shall comply with any other terms set forth therein; (v) this Master Schedule, together with all Exhibits which are referenced and incorporated herein in their entirety, is accepted by Lessee; and (v) Lessee’s signature below shall have the same force and effect as if contained on or affixed to an individual schedule for each Vehicle.

## II. Assignment Notice and Acknowledgment

Lessor has assigned the Lease(s) described in the Master Schedule to Texas Capital Bank (“Assignee”). By signing below, Lessee acknowledges and agrees that: (i) the Lease(s) has been assigned by Lessor to Assignee; (ii) the Assignee has a first and prior security interest in the Vehicle(s) covered by the assigned Lease(s); (iii) all rights, title and interest to and under the Lease(s) has been assigned to the Assignee; (iv) Lessee shall perform its obligations under the assigned Lease(s) for the benefit of the Assignee; and (v) Lessee agrees to make all payments due under the Lease(s) as follows:

D&M Leasing  
PO Box 29069  
Phoenix, AZ 85038-9069

lockbox@fourstarsfinance.com

By signing below, Lessee further acknowledges: (vi) from and after the date of this acknowledgment, all payments now or hereafter coming due under the Lease shall be paid to the Lessor as fiscal agent for Assignee unless otherwise instructed by Assignee in writing. Upon receipt of notice termination of Lessor’s fiscal agency, Lessee shall pay Assignee directly as instructed by Assignee in writing; (vii) no default exists under the Lease on the date hereof and Lessee’s obligations under the Lease are free and clear from all defenses, set-offs, claims, and counterclaims; (viii) as of the date of this assignment, there are no modifications, amendments, or supplements to the Lease and any future modification, supplement, amendment or termination shall be ineffective without Assignee’s prior written consent; (ix) there has been no prepayment of any sum payable under the Lease and no casualty event or event of loss of the Vehicles has occurred; (x) Lessee has not received notice of a prior sale, transfer, assignment or pledge of the Lease or the Vehicles or any payments due thereunder; and (xi) Lessee agrees to promptly add Assignee as a lender loss payee and an additional insured under each casualty and liability policy maintained by or for Lessee or which may be required under the Lease.

## III. Insurance Notice and Acknowledgment

In accordance with the Master Lease, Lessee is required to have and maintain acceptable standard collision and comprehensive insurance for each Vehicle leased by Lessee. Lessee’s failure to maintain the minimum coverage required by the Master Lease for the duration of the Lease for each Vehicle is and will be considered a default of the Master Lease. Lessee is also required by the Master Lease to deliver Lessor a certificate or other evidence of the required insurance to Lessor. Lessee shall deliver proper written evidence of insurance to meet the coverage in the Master Lease. Additionally, the certificate or other evidence of insurance should also identify Lessor and the Assignee as additional insureds and loss payee as follows:

***Title Owner/Bill of Sale:***

D&M Leasing

***Title Owner/Bill of Sale Address:***

1400 W. 7th Street; Suite 200, Fort Worth, TX 76102

***Lienholder:***

Texas Capital Bank

***Insurance Loss Payee:***

Loss Payee as Texas Capital Bank and its Successors and Assigns; 1001 E. Lookout Drive; Suite 400, Richardson, TX 75082

**c/o Insurance Center PO Box 750784, Dayton, OH 45475-0784**

***Additional Insured:***

**D&M Leasing c/o Insurance Center PO Box 750784, Dayton, OH 45475-0784**

By signing below, Lessee acknowledges and agrees that: (i) Lessee will deliver an insurance certificate(s) to Lessor within three (3) business days from the date hereof; (ii) Lessee’s insurance is in full force and current as the of the date hereof; and (iii) Lessee has received this Insurance Notice and Acknowledgment.

**Signature Page Follows**

**IV. Signature**

Lessee has received and read this Master Schedule and Notice and Acknowledgment of Assignment and Insurance Requirements, together with all Exhibits hereto, as of the date specified below and agrees with the acknowledgments set forth above and the terms contained herein.

**LESSEE:**

Smith County, Texas \_\_\_\_\_

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

Name: Neal Franklin \_\_\_\_\_

Title: County Judge \_\_\_\_\_

Date: 1/31/2025 \_\_\_\_\_

Address: \_\_\_\_\_

200 E. Ferguson Street, Suite 407 \_\_\_\_\_

Tyler TX, 75702 \_\_\_\_\_

**EXHIBIT A**  
**Garaging Location & Delivery Date**

<b>Schedule No.</b>	<b>Garaging Address</b>	<b>County</b>	<b>Delivery Date</b>
1.00	218 E. Elm Street, Tyler, TX 75702	Smith	01-31-2025

**EXHIBIT B**  
**Vehicle Lease and Monthly Payment Information**

<b>Schedule No.</b>	<b>Lease No.</b>	<b>Lease Term (Months)</b>	<b>Mileage at Delivery</b>	<b>Net Cap Cost</b>	<b>Cap Cost Reduction</b>	<b>Residual</b>	<b>Monthly Base Rent</b>	<b>Monthly Add'l Services</b>	<b>Monthly Sales Tax</b>	<b>Monthly Total Rent</b>
1.00	330813GC	36	4	75687.35	3000.00	25000.00	1723.55	181.69	0.00	1905.24

**EXHIBIT C**  
**Amounts Due at Delivery to Lessor**

Schedule No.	First Monthly Rent	Interim Rent	License and Registration Fees	Other Costs	Cash Down	First Monthly Total Payment
1.00	1905.24	0.00	0.00	0.00	0.00	1905.24
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
<b>Total Due at Delivery</b>	1905.24	0	0	0	0	1905.24

Second Rent(s) Due: 03/01/2025 with subsequent rents due on the same day of each succeeding month.

Special Provisions:

- a. Interim rent is the pro-rata portion of monthly rent due for the period from the delivery date through but not including the first day the first monthly rent payment is due.



VTR-40 (Rev. 6/2005)  
DHT # 142235

# ODOMETER DISCLOSURE STATEMENT

Federal and State Law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. This form **may not be used** in conjunction with title transfer documents, which comply with federal and state odometer disclosure requirements such as Texas Certificate of Titles issued on or after April 29, 1990.

## VEHICLE DESCRIPTION

Vehicle	2024 Toyota TUNDRA 4WD CrewMax SR5 3.5L
Vehicle Identification Number	5TFLA5DB8RX212426

I, D&M Leasing, certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle described above unless one of the following statements is checked:

(Seller/Agent Name)

Odometer Reading	4	(No Tenths)
------------------	---	-------------

- 1. The mileage stated is in excess of its mechanical limits.
  - 2. The odometer reading is not the actual mileage.
- WARNING – ODOMETER DISCREPANCY.**

01/31/2025	<u>Elaina Cahill</u>
Date of Statement	Signature of Seller/Agent
D&M Leasing	Printed Name (Same as Signature)

If titled in a firm's name, print the firm's name on the line above.

1400 W. 7th Street; Suite 200, Fort Worth, TX 76102			
Street Address	City	State	Zip Code

## ACKNOWLEDGMENT OF ODOMETER DISCLOSURE BY BUYER/AGENT

I am aware of the above odometer certification made by the seller/agent.			
01/31/2025	<u>Neal Franklin</u>		
Date of Statement	Signature of Buyer/Agent	Printed Name (Same as Signature)	
Smith County, Texas			
If purchased by a firm, print the firm's name on the line above.			
200 E. Ferguson Street, Suite 407	Tyler, TX 75702		
Street Address	City	State	Zip Code

**WARNING: TRANSPORTATION CODE, §501.155, PROVIDES THAT FALSIFYING INFORMATION ON ANY REQUIRED STATEMENT OR APPLICATION IS A THIRD-DEGREE FELONY.**



Lessee Name: Smith County, Texas

Address: 200 E. Ferguson Street, Suite 407

City, State, Zip: Tyler, TX 75702

Dear Valued Client,

Thank you again for the opportunity to earn your leasing and fleet management business. As a full-service fleet management company, D&M Leasing Commercial would like to remove as much of the burden of managing your fleet vehicle(s) as possible. With that said, D&M offers services and products to manage all aspects of operating a fleet, such as maintenance programs, fuel cards and telematics. If you are interested in any of these programs, please reach out to your account representative for more details. These valuable products are designed to ease driver and management involvement, all while lowering costs.

D&M Leasing Commercial works with a consortium of banks to fund your vehicle leases. While D&M may assign the leases to these funders, D&M will be collecting and servicing your leases. If you receive a statement from an assigned lender, this is for informational purposes only.

#### **MONTHLY PAYMENTS:**

D&M invoices in advance on the first of every month. Included with this letter is your first invoice (handbill) for the vehicle(s) which were recently delivered. This invoice reflects any pro-rata rent, your first full month's lease payment, and any other ancillary charges. Your next payment is due on 03/01/2025, with subsequent payments due on the first of each month until the end of the term. Please refer to the instructions to the right to remit the monthly payments. **The initial payment (handbill) is due upon receipt of this letter.** If you have any questions, please contact our Service Department at 214-412-1630 or please feel free to email us at [lockbox@fourstarsfinance.com](mailto:lockbox@fourstarsfinance.com).

We encourage our clients to consider ACH payment. The ACH form is included within this packet for your convenience. Please complete the ACH form entirely, sign and return to your Account Representative for processing.

We appreciate your loyal business,

D&M Leasing Commercial



**Please remit payments as shown below:**

#### **Check:**

Made out to D&M Leasing Commercial

#### **Mail to:**

D&M Leasing Commercial  
P.O. Box 29069  
Phoenix, AZ 85038-9069

#### **ACH/Wire Instructions:**

D&M Leasing Commercial  
ABA# 061000104  
ACCT# 1000176815164



## Customer's Billing Confirmation

---

Please utilize the below information for invoicing/billing:

**Send Invoices to:**

**Company:** Smith County, Texas  
**Address** 200 E. Ferguson Street, Suite 407  
**City, ST, ZIP:** Tyler TX, 75702  
**Email Address:** tthomas@smith-county.com / purchasing@smith-county.com  
**P.O. #** 140105

**For Billing Assistance:**

**Billing Contact Name** Tessa Thomas / Smith County Purchasing  
**Phone #:** 903-952-2599  
**Fax #:** \_\_\_\_\_  
**Email Address:** tthomas@smith-county.com / purchasing@smith-county.com

**Our Preferred Payment Method Is:**



**Auto-Payment/Debit:**

Please complete the Recurring Payment Authorization Form (see following page) and authorize via your signature via DocuSign/Pen. Or you may email D&M Leasing at [lockbox@fourstarsfinance.com](mailto:lockbox@fourstarsfinance.com) to request or submit the Recurring Payment Authorization Form.



**Mail Check To:**

D&M Leasing  
P.O. Box 29069  
Phoenix, AZ 85038-9069



**Wire/ACH Instructions:**

D&M Leasing  
ABA/Routing #061000104  
Acct. #1000176815008

D&M Leasing will be servicing your commercial lease. If you have any questions regarding your commercial lease, please contact our Service department at 214-253-0650 x15681 or email us at [lockbox@fourstarsfinance.com](mailto:lockbox@fourstarsfinance.com). You may receive a bank statement from the assigned lender (s) which is for your information only. Please reference the Assignment Agreement included with your commercial lease contracts for additional information. Please direct all payments, questions, and correspondence to D&M Leasing.

---

01/31/2025

**Lessee's Signature**

**Date**



**12**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/4/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 2/11/2025	<b>Department:</b> Tax Office
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Tax Refund	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve tax refunds in excess of \$2,500, pursuant to Texas Tax Code 31.11, and authorize the County Judge to sign all related documentation.	
<b>Background:</b> See attached.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Gary Barber	<b>Email:</b> gbarber@smith-county.com
<b>Name:</b> Jennafer Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

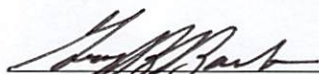
**APPROVAL FOR REFUND IN EXCESS OF \$2500.00**

In accordance with Sec 31.11(a) of the Texas Property Tax Code, governing body approval is required before a refund may be issued on the following account. Please sign and return as soon as possible to the Smith County Tax Office, Attn: Property Tax Bookkeeping, P.O. Box 2011, Tyler, Tx.. 75710.

NAME (S) Target Corporation  
 ACCT # (S) 40900138331000  
 REASON:  Excessive Payment  
            Duplicate Payment  
            Erroneous Payment

**TAXING UNIT AND AMOUNT OF REFUND TO BE APPROVED**

<input checked="" type="checkbox"/>	Smith County	\$ <u>231,303.48</u>	<input type="checkbox"/>	Arp ISD	\$ _____
<input type="checkbox"/>	City Of Arp	\$ _____	<input type="checkbox"/>	Bullard ISD	\$ _____
<input type="checkbox"/>	City Of Bullard	\$ _____	<input type="checkbox"/>	Chapel Hill ISD	\$ _____
<input type="checkbox"/>	City Of Lindale	\$ _____	<input type="checkbox"/>	Lindale ISD	\$ _____
<input type="checkbox"/>	City Of Troup	\$ _____	<input type="checkbox"/>	Tyler ISD	\$ _____
<input type="checkbox"/>	City Of Tyler	\$ _____	<input type="checkbox"/>	Whitehouse ISD	\$ _____
<input type="checkbox"/>	City Of Whitehouse	\$ _____	<input type="checkbox"/>	Winona ISD	\$ _____
<input type="checkbox"/>	City Of Winona	\$ _____	<input type="checkbox"/>	Emerald Bay M.U.D	\$ _____
<input type="checkbox"/>	Tyler Jr. College	\$ _____	<input type="checkbox"/>	Smith Co. R.F.P.D.#1	\$ _____
<input type="checkbox"/>	Smith Co. W.C.I.D.#1	\$ _____	<input type="checkbox"/>	Kilgore College	\$ _____
<input type="checkbox"/>	Smith Co. R.F.P.D. #2	\$ _____	<input type="checkbox"/>	Troup ISD	\$ _____

  
 GARY B. BARBER  
 TAX ASSESSOR-COLLECTOR

2-4-2025  
 DATE PREPARED

For Taxing Unit Use

Approved       Rejected       Other \_\_\_\_\_

\_\_\_\_\_  
 Governing Body Representative      Date      Item#

*Ann Wilson*



**GARY B. BARBER**  
 SMITH COUNTY  
 P.O. BOX 2011  
 TYLER, TX 75710-2011  
 903-590-2920

# Original Receipt

Property Account Number:  
**40100138331000**

Statement Date: 01/29/2025  
 Owner: TARGET CORPORATION  
 Mailing Address: TARGET CORPORATION  
 C/O PROPERTY TAX DEPT  
 MINNEAPOLIS MN 55440-9456

Property Location: 0013786 HARVEY RD  
 Acres: 0  
 Legal:

Receipt #: 13282317

Deposit #: 202501292706-2024/RTLUSER

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	TYLER JR COLLEGE	.118,836,072.00	0.186917	01/29/2025	\$222,124.82	\$0.00
2024	CITY OF LINDALE	.118,836,072.00	0.375120	01/29/2025	\$445,777.87	\$0.00
2024	LINDALE I.S.D.	.118,836,072.00	0.951900	01/29/2025	\$1,131,200.57	\$0.00
2024	SMITH COUNTY EMERG SERV #1	.118,836,072.00	0.068240	01/29/2025	\$81,093.74	\$0.00
2024	SMITH COUNTY	.118,836,072.00	0.364231	01/29/2025	\$432,837.81	\$0.00
2024	SMITH COUNTY	.118,836,072.00	0.364231	01/29/2025	\$0.00	\$0.00

BASE TAX 1,313,034.81

**TOTAL PAID 1,313,034.81**

OVERPAYMENT \$231,303.48 -CR

Remitted By: TARGET CORPORATION  
 C/O PROPERTY TAX DEPT  
 PO BOX 9456  
 MINNEAPOLIS MN 55440-9456

Payment Type: CHECK  
 Check #: [REDACTED]

Remaining Amount Due As of 01/29/2025  
 0.00

Receipt 2024 Tax Year  
 01/29/2025

TARGET CORPORATION  
 C/O PROPERTY TAX DEPT  
 PO BOX 9456  
 MINNEAPOLIS MN 55440-9456

**TARGET CORPORATION**

VENDOR NAME: SMITH CTY TAX COLLECTION		VENDOR NO: 849333				
VENDOR DOC#	SAP DOC#	DOC DATE	GROSS	DEDUCTIONS	NET AMOUNT	
10512025 40100138331000	1950316102	01/21/2025	2,544,338.29	0.00	2,544,338.29	
<b>GROSS AMOUNT</b>	<b>DEDUCTIONS</b>	<b>NET AMOUNT</b>	<b>CHECK DATE</b>	<b>CHECK #</b>		
<b>2,544,338.29</b>	<b>0.00</b>	<b>2,544,338.29</b>	<b>01/21/2025</b>	<b>9037813</b>		
<small>VENDORS USING PARTNERSONLINE SUBMIT A POL "REQUEST SUPPORT" FORM                  VENDORS NOT ON POL. PLEASE WORK WITH YOUR ACCOUNTS PAYABLE CONTACT.</small>					<small>* Withholding Tax Amount</small>	

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS RED AND BLACK ARE PRESENT.



TARGET CORPORATION  
 PO Box 1296  
 Minneapolis, MN 55440-1296

Wells Fargo Bank NA

DATE  
 01/21/2025

56-382  
 412

CHECK NO.

NET AMOUNT  
 \*\$2,544,338.29

PAY TWO MILLION FIVE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED  
 THIRTY-EIGHT AND 29/100-----

TO THE  
 ORDER  
 OF

SMITH CTY TAX COLLECTION  
 PO BOX 2011  
 PROPERTY TAX DEPARTMENT  
 TYLER, TX 75710-2011

THIS CHECK IS VOID IF NOT CASHED WITHIN 150 DAYS



F7290 20 EA 4/05





**Gary B. Barber**  
 Smith County Tax Assessor-Collector  
 PO Box 2011  
 Tyler, TX 75710  
 903-590-2920



View Account Details  
 or Pay Online

Property Account Number

**40100138331000**

Total Tax Amount  
 Due

**\$2,544,338.29**

Due Upon Receipt. Penalty & Interest  
 If not Paid by January 31, 2025

If Paid In	P & I Rate	Amount Due
FEB	7%	2,722,441.97
MAR	9%	2,773,328.75

Visit Us Online

<https://publictax.smith-county.com>

**P156212**

50290\*134\*\*G50\*\*0.548\*\*1/2\*\*\*\*\*AUTOMIXED AADC 852  
 TARGET CORPORATION  
 C/O PROPERTY TAX DEPT  
 PO BOX 9456  
 MINNEAPOLIS MN 55440-9456



Please Make Checks Payable to:



GARY B. BARBER, TAC  
 PO BOX 2011  
 TYLER, TX 75710-2011





**APPROVAL FOR REFUND IN EXCESS OF \$2500.00**

In accordance with Sec 31.11(a) of the Texas Property Tax Code, governing body approval is required before a refund may be issued on the following account. Please sign and return as soon as possible to the Smith County Tax Office, Attn: Property Tax Bookkeeping, P.O. Box 2011, Tyler, Tx.. 75710.

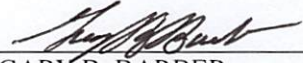
NAME (S) KPE Realty LLC

ACCT # (S) 150000 1662 0000 1031

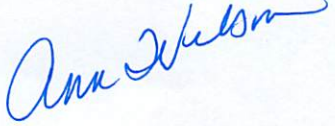
REASON:  Excessive Payment  
 Duplicate Payment  
 Erroneous Payment

**TAXING UNIT AND AMOUNT OF REFUND TO BE APPROVED**

- |                          |                       |                    |                          |                      |          |
|--------------------------|-----------------------|--------------------|--------------------------|----------------------|----------|
| <input type="checkbox"/> | Smith County          | \$ <u>8,352.54</u> | <input type="checkbox"/> | Arp ISD              | \$ _____ |
| <input type="checkbox"/> | City Of Arp           | \$ _____           | <input type="checkbox"/> | Bullard ISD          | \$ _____ |
| <input type="checkbox"/> | City Of Bullard       | \$ _____           | <input type="checkbox"/> | Chapel Hill ISD      | \$ _____ |
| <input type="checkbox"/> | City Of Lindale       | \$ _____           | <input type="checkbox"/> | Lindale ISD          | \$ _____ |
| <input type="checkbox"/> | City Of Troup         | \$ _____           | <input type="checkbox"/> | Tyler ISD            | \$ _____ |
| <input type="checkbox"/> | City Of Tyler         | \$ _____           | <input type="checkbox"/> | Whitehouse ISD       | \$ _____ |
| <input type="checkbox"/> | City Of Whitehouse    | \$ _____           | <input type="checkbox"/> | Winona ISD           | \$ _____ |
| <input type="checkbox"/> | City Of Winona        | \$ _____           | <input type="checkbox"/> | Emerald Bay M.U.D    | \$ _____ |
| <input type="checkbox"/> | Tyler Jr. College     | \$ _____           | <input type="checkbox"/> | Smith Co. R.F.P.D.#1 | \$ _____ |
| <input type="checkbox"/> | Smith Co. W.C.I.D.#1  | \$ _____           | <input type="checkbox"/> | Kilgore College      | \$ _____ |
| <input type="checkbox"/> | Smith Co. R.F.P.D. #2 | \$ _____           | <input type="checkbox"/> | Troup ISD            | \$ _____ |

  
 GARY B. BARBER  
 TAX ASSESSOR-COLLECTOR

2-5-2025  
 DATE PREPARED



For Taxing Unit Use

Approved       Rejected       Other \_\_\_\_\_

\_\_\_\_\_  
 Governing Body Representative      Date      Item#



**GARY B. BARBER**  
 SMITH COUNTY  
 P.O. BOX 2011  
 TYLER, TX 75710-2011  
 903-590-2920

# Original Receipt

Property Account Number:  
**150000166200001031**

Statement Date: 01/31/2025  
 Owner: KPE REALTY LLC  
 Mailing Address: KPE REALTY LLC  
 5555 OLD JACKSONVILLE HWY  
 TYLER TX 75703

Property Location: 0000000 OLD JACKSONVILLE HWY  
 Acres: 4.315  
 Legal: WEST VILLAGE NORTH U-1  
 BLOCK 1662 LOT 1C.1

Receipt #: 13292456

Deposit #: 202502032777-2024/RTLUSER

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	CITY OF TYLER	\$532,163.00	0.240085	01/31/2025	\$1,277.64	\$0.00
2024	SMITH COUNTY	\$532,163.00	0.364231	01/31/2025	\$1,938.30	\$0.00
2024	TYLER I.S.D.	\$532,163.00	0.910000	01/31/2025	\$4,842.68	\$0.00
2024	TYLER JR COLLEGE	\$532,163.00	0.186917	01/31/2025	\$994.70	\$0.00
2022	SMITH COUNTY	\$535,523.00	0.330000	01/31/2025	\$1,767.23	\$636.21
2022	CITY OF TYLER	\$535,523.00	0.261850	01/31/2025	\$1,402.27	\$504.81
2022	TYLER I.S.D.	\$535,523.00	1.179300	01/31/2025	\$6,315.42	\$2,273.55
2022	TYLER JR COLLEGE	\$535,523.00	0.188001	01/31/2025	\$1,006.79	\$362.44
2023	CITY OF TYLER	\$533,843.00	0.247920	01/31/2025	\$1,323.50	\$317.64
2023	SMITH COUNTY	\$533,843.00	0.347264	01/31/2025	\$1,853.84	\$444.92
2023	TYLER I.S.D.	\$533,843.00	0.960000	01/31/2025	\$5,124.89	\$1,229.98
2023	TYLER JR COLLEGE	\$533,843.00	0.187993	01/31/2025	\$1,003.59	\$240.86
2024	SMITH COUNTY	\$533,843.00	0.187993	01/31/2025	\$0.00	\$0.00

BASE TAX \$28,850.85

PENALTY & INTEREST \$6,010.41

COLLECTION PEN \$4,188.93

**TOTAL PAID \$39,050.19**

OVERPAYMENT \$8,852.54 -CR

Remitted By: KPE REALTY LLC  
 5555 OLD JACKSONVILLE HWY  
 TYLER TX 75703

Payment Type: CHECK

Check #: [REDACTED]

Remaining Amount Due As of 02/03/2025  
 0.00

Receipt 2024 Tax Year  
 02/03/2025

KPE REALTY LLC  
 5555 OLD JACKSONVILLE HWY  
 TYLER TX 75703

↓ Detach ↓

Return With Payment

2024 + Tax Statement

01/24/2025

NOTE: TOTAL SHOWS CURRENT AND PRIOR YEAR TAXES DUE.

R218391



KPE REALTY LLC  
5555 OLD JACKSONVILLE HWY  
TYLER TX 75703

Property Account Number

150000166200001031

Total Amount Due

\$39,050.19

IF PAID IN

AMOUNT DUE

FEB

39,914.21

MAR

40,325.46

APR

40,736.74

MAY

41,148.07

JUN

41,559.37

40,049.36

Please Make Checks Payable To:

**Gary B. Barber**



THE INFORMATION CONTAINED HEREON IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

Benchmark Title, LLC - Escrow Acct

2007 Randall Street  
Dallas, TX 75201

Benchmark Bank  
Plano, Texas 75024  
80205119BR0

Dallas, TX 75201

PLA-37552

PAY One Hundred Sixty Two Thousand Twenty Four and 11/100

TO THE  
ORDER OF

DATE 01/31/2025  
AMOUNT \$162,024.11

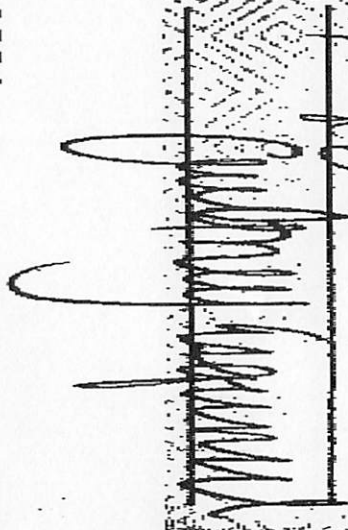
Gary B. Barber, Smith County Tax Collector

VOID AFTER 90 DAYS

1517 West Howell Street  
Tyler, TX 75702

Tyler, TX 75702





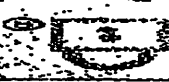
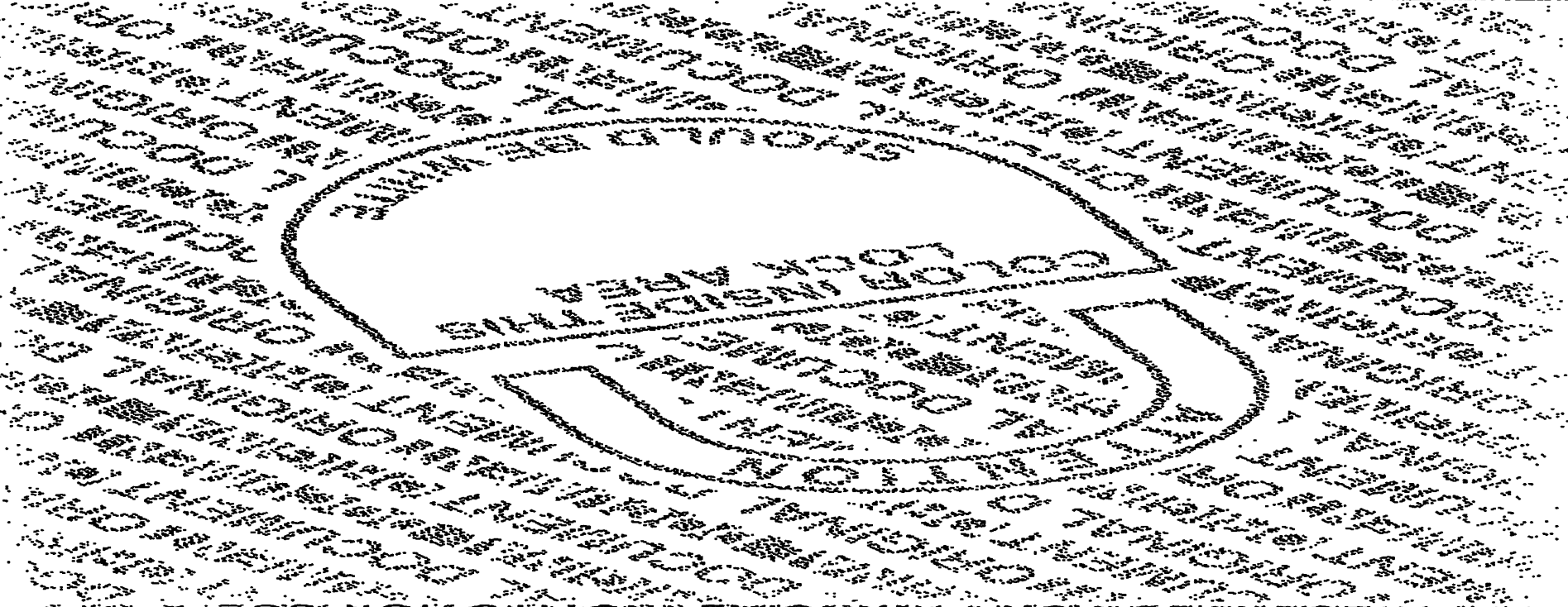
Memo

⑆300235608⑆ ⑆111902055⑆ 254203881⑆

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

AT \_\_\_\_\_ DATE \_\_\_\_\_

DO NOT WRITE IN STAMP OR SIGN BELOW THIS LINE



**FOR DEPOSIT ONLY AT A SCHEDULED BANK**  
**PROFESSIONAL SERVICES GUARANTEED**

POTC ACCT 269572

0210312025 000110455

- Security Features
- Blended Background Design
- Chemical Resistant Paper
- Microprint
- High Relief in Watermark Band
- Toner Absorbent Properties
- Chemical Vapor Degradation Area
- Original Inkjet Ink Pattern
- Heat Sensitive Ink
- True Watermark

The security features listed below, as well as those not listed, exceed industry guidelines.

- Unique, multi-color background pattern
- Discourages cut-and-paste alterations
- Stains or spots may appear if chemical alterations attempts are made
- MF Small type appears as dotted line when copied
- Text alerts handler to security features
- Chemistry in paper bonds laser toner to paper fibers with heat. Damage is visible with alteration attempts
- Any stains or discoloration in this area may indicate alteration attempts
- Discourages cut-and-paste alterations
- Hold padlock icon image on front of check between thumb and forefinger or breathe on it. The image will fade and reappear.
- Hold check to a light source to view. Cannot be photocopied.

FROM \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Postage  
Required  
Post Office will  
not deliver  
without proper  
postage.

CHECK HERE IF ABOVE ADDRESS IS DIFFERENT  
FROM THE ONE SHOWN ON YOUR STATEMENT

GARY B BARBER  
SMITH COUNTY TAX COLLECTOR  
PO BOX 2011  
TYLER TX 75710-2011



02/03/2025 004751 309 ACCT# 1260952

**13**



# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 1/28/25	<b>Submitted by:</b> E. Delmas
<b>Meeting Date:</b> 2/11/2025	<b>Department:</b> HR
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Years of Experience Pay Request for CCL#3 Employee	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the County Court at Law #3 Judge, one time exception, request to increase pay based on the level of experience.	
<b>Background:</b> <small>Judge White is requesting that his Court Administrator I (0-5 yrs) Rene Craig be moved to experience level 5-10 years for her compensation based on her over 30 years of experience in the legal field . Ms. Craig is the Civil/Family Administrator for CCL#3. She handles all of the civil and family law cases. She also handles a portion of the probate docket. Ms. Craig is an excellent county employee and handles all of her duties with a high degree of care and respect to the citizens of Smith County and to her fellow co-workers at the courthouse.   Ms. Craig is also one of only two Certified Court Managers in Smith County through her certification with the Texas Association of Court Administration as Authorized by the National Center for State Courts.</small>	
<b>Financial and Operational Impact:</b> Employee current salary information is: Court Administrator I (0-5 yrs) Step 2 \$61,700 Requesting to be moved to: Court Administrator II (5-10 yrs) step 2 \$68,872	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

# JANA "RENEE" GRAVES CRAIG

- OBJECTIVE:** To obtain a career position in which my 30 years of legal knowledge, experience and education will be utilized so that I may become an asset to my employer that will offer opportunities for growth and advancement.
- EDUCATION:** Certified Court Manager by the Texas Association for Court Administration as Authorized by the National Center for State Courts (2024)  
ESS College of Business (1994)  
Whitehouse High School (1993)
- CERTIFICATIONS:** Accountability & Court Performance (from the National Center for State Court 2024)  
Certificates Attached Caseflow & Workflow Management (from the National Center for State Court 2024)  
Budget & Fiscal Management (from the National Center for State Court 2024)  
Project Management for Courts (from the National Center for State Court 2024)  
Purposes and Responsibilities of Courts (from the National Center for State Court 2024)  
Workforce Management (from the National Center for State Court 2024)  
Paralegal (from ESS College of Business 1998)
- SKILLS:** Word, WordPerfect, Odyssey, Excel, Adobe Acrobat Pro, Outlook, PowerPoint, Microsoft Teams, Lexis Nexis, ProLaw
- EXPERIENCE:** Smith County, County Court at Law No. 3, Tyler, Tx (2023 – present)  
Administrator, Civil/Family/AG Coordinator  
Duties – Management of all civil, family and AG cases filed in County Court at Law No. 3. Also assist in Probate cases including review, analysis and approval of certain probate and guardianship documentation.
- White Shaver, P.C. (now known as Allen & Thauwald, P.C.), Tyler, Tx (1999-2022)  
Paralegal/Legal Assistant to Managing Partner, Judge Clay M. White  
Duties – Management of approximately 400 cases including complete litigation process, trial preparation, trial attendance and billing aspects. Coordination and communication with clients, insurance companies, courts, experts and witnesses.
- Perry-Miller & Blount, L.L.P., Dallas, Tx (1997-1999)  
Paralegal/Legal Assistant to Managing Partner, Ralph C. Perry-Miller  
Duties – Management of approximately 200 cases including complete litigation process, trial preparation and billing. Coordination and communication with clients, insurance companies, courts, experts and witnesses.
- Sumner & Schick, L.L.P., Dallas, Tx (1995-1997)  
Legal Assistant to Managing Partner, Steve Sumner  
Duties – Drafting and finalizing correspondence, discovery and pleadings; schedule appointments with clients; update and maintain client files.
- Matthews, Carlton & Stein, L.L.P. (1994-1995)  
Legal Assistant to Managing Partner, Jerry Carlton  
Duties – Drafting and finalizing correspondence, discovery and pleadings; schedule appointments with clients; update and maintain client files.

# Texas Association for Court Administration

AS AUTHORIZED BY

National Center for State Courts  
does hereby certify and recognize

*Renee Craig*

as having successfully completed all  
required course credentials  
and achieved the status of

## CERTIFIED COURT MANAGER



Tricia Austin  
TACA Chair



Ed Wells  
Continuing Education Director

October 30, 2024

Date



*National Center for State Courts*  
INSTITUTE FOR COURT MANAGEMENT


*does hereby certify and recognize*

***Renee Craig***

*as having successfully completed the program*

**Accountability & Court Performance**

*In witness whereof, we have caused this  
certificate to be signed by*

  
VICE PRESIDENT

  
NATIONAL PROGRAMS DIRECTOR

April 18, 2024

DATE



*National Center for State Courts*  
INSTITUTE FOR COURT MANAGEMENT

*does hereby certify and recognize*

***Renee Craig***

*as having successfully completed the program*

***Caseflow & Workflow Management***

*In witness whereof, we have caused this  
certificate to be signed by*

  
VICE PRESIDENT

  
NATIONAL PROGRAMS DIRECTOR

February 29, 2024

DATE



*National Center for State Courts*  
INSTITUTE FOR COURT MANAGEMENT

*does hereby certify and recognize*

***Renee Craig***

*as having successfully completed the program*

**Budget & Fiscal Management**

*In witness whereof, we have caused this  
certificate to be signed by*

  
VICE PRESIDENT

  
NATIONAL PROGRAMS DIRECTOR

October 29, 2024  
DATE



*National Center for State Courts*  
INSTITUTE FOR COURT MANAGEMENT

*does hereby certify and recognize*

***Renee Craig***

*as having successfully completed the program*

**Project Management for Courts**

*In witness whereof, we have caused this  
certificate to be signed by*

  
VICE PRESIDENT

  
NATIONAL PROGRAMS DIRECTOR

August 29, 2024

DATE



*National Center for State Courts*  
INSTITUTE FOR COURT MANAGEMENT


*does hereby certify and recognize*

***Renee Craig***

*as having successfully completed the program*

**Purposes and Responsibilities of Courts**

*In witness whereof, we have caused this  
certificate to be signed by*

  
VICE PRESIDENT

  
NATIONAL PROGRAMS DIRECTOR

November 1, 2024  
DATE





*National Center for State Courts*  
INSTITUTE FOR COURT MANAGEMENT

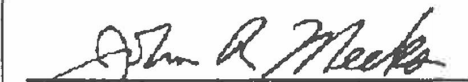
*does hereby certify and recognize*

***Renee Craig***

*as having successfully completed the program*

**Workforce Management**

*In witness whereof, we have caused this  
certificate to be signed by*

  
\_\_\_\_\_  
VICE PRESIDENT

  
\_\_\_\_\_  
NATIONAL PROGRAMS DIRECTOR

\_\_\_\_\_  
May 16, 2024

DATE

**14**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/05/25	<b>Submitted by:</b> Christina Haney
<b>Meeting Date:</b> 02/11/25	<b>Department:</b> Purchasing for Constable 5
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Approve 60 month lease for tasers	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve a lease agreement for 60 months between Axon Enterprise, Inc. and Smith County utilizing Buyboard Contract 698-23 for Constable Precinct 5, and authorize the County Judge to sign all related documentation.	
<b>Background:</b> \$3,899.52 per year, \$19,497.60 for 5 years.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Jaye Latch	<b>Email:</b>
<b>Name:</b> Christina Haney	<b>Email:</b>
<b>Name:</b> Amber Niles	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-655782-45693.150AL

Issued: 02/04/2025

Quote Expiration: 02/28/2025

Estimated Contract Start Date: 05/15/2025

Account Number: 451492

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Smith County Constable Precinct 5 - TX 2616 S Main St Lindale, TX 75771-7723 USA	Smith County Constable Precinct 5 - TX 200 E Ferguson St Tyler TX 75702-5956 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Avery Lawrence Phone: Email: avlawrence@axon.com Fax:	Wesley Hicks Phone: (903) 530-3108 Email: whicks@smith-county.com Fax:

**Quote Summary**

Program Length	60.0323 Months
<b>TOTAL COST</b>	<b>\$19,497.60</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$19,497.60</b>

**Discount Summary**

Average Savings Per Year	\$3,730.95
<b>TOTAL SAVINGS</b>	<b>\$18,664.80</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Apr 2025	\$3,899.52	\$0.00	\$3,899.52
Apr 2026	\$3,899.52	\$0.00	\$3,899.52
Apr 2027	\$3,899.52	\$0.00	\$3,899.52
Apr 2028	\$3,899.52	\$0.00	\$3,899.52
Apr 2029	\$3,899.52	\$0.00	\$3,899.52
<b>Total</b>	<b>\$19,497.60</b>	<b>\$0.00</b>	<b>\$19,497.60</b>

Quote Unbundled Price: \$38,162.40  
 Quote List Price: \$20,798.40  
 Quote Subtotal: \$19,497.60

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	4	60	\$159.01	\$86.66	\$81.24	\$19,497.60	\$0.00	\$19,497.60
<b>Total</b>							<b>\$19,497.60</b>	<b>\$0.00</b>	<b>\$19,497.60</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	4	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	2	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	2	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	04/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	04/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	04/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	10/15/2027

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	10/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	04/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	04/15/2029

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	4	05/15/2025	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	4	05/15/2025	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	4	05/15/2025	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	05/15/2025	05/14/2030

## Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	4
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	04/15/2026	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	04/15/2026	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	04/15/2026	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	04/15/2026	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	04/15/2026	05/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	04/15/2026	05/14/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2616 S Main St	Lindale	TX	75771-7723	USA
2	2616 S Main St	Lindale	TX	75771-7723	USA

## Payment Details

Apr 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	4	\$3,899.52	\$0.00	\$3,899.52
<b>Total</b>				<b>\$3,899.52</b>	<b>\$0.00</b>	<b>\$3,899.52</b>

Apr 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	4	\$3,899.52	\$0.00	\$3,899.52
<b>Total</b>				<b>\$3,899.52</b>	<b>\$0.00</b>	<b>\$3,899.52</b>

Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	4	\$3,899.52	\$0.00	\$3,899.52
<b>Total</b>				<b>\$3,899.52</b>	<b>\$0.00</b>	<b>\$3,899.52</b>

Apr 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	4	\$3,899.52	\$0.00	\$3,899.52
<b>Total</b>				<b>\$3,899.52</b>	<b>\$0.00</b>	<b>\$3,899.52</b>

Apr 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	4	\$3,899.52	\$0.00	\$3,899.52
<b>Total</b>				<b>\$3,899.52</b>	<b>\$0.00</b>	<b>\$3,899.52</b>



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

2/4/2025



**15**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/04/2025	<b>Submitted by:</b> Jennafer MacMillan
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Comm Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Department Reports	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive monthly reports from Smith County departments.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

**Smith County**  
**Animal Control & Shelter**

Monthly Report  
January 2025

**ANIMAL CONTROL DATA**

**FIELD OPERATION STATS**

Categories	Total
Complaints Worked	124
Follow-ups	4
Citations	22
Dogs Impounded	35
Bite Investigations	19
Cruelty Investigations	2
Field Owner Reclaims	0
Field Euthanized	0
Training/Continuing Education Hours	0

**VEHICLE STATS**

Vehicle Unit	Current Mileage	Total Miles Driven	Maintenance	Total Mileage Driven By Dept
5535	1,508	1,070	Finished all up fitting	8,234
5463	108,475	2,450		
1279	7,091	935		
2120	34,261	2,158		
8568	28,626	1,465	Damage to front passenger side	
8320	82,005	156	Alignment, wipers	

# ANIMAL SHELTER DATA

## SHELTER STATS

Current and Release Amounts	Total
Beginning Count	33
Stray Intakes	44
Owner Surrenders	0
Returns	2
Cruelty Seized/Boarding	1
Transferred to Rescue	8
Adoptions	19
Owner Reclaims	7
Euthanized	3
Available	36

I certify that this document is accurate and fully complete to the best of my knowledge.

*Amber Greene*

Animal Control Supervisor Signature

2/4/2025

Date



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: February 3, 2024



ACO NAME & RADIO #: Mead, Brady A24 Truck #: 5535/5300

Number of complaints worked for month: 27 Number of Citations: 20

Number of Follow-ups for the month: 1

Number of dogs picked up for month: 9

Number of dogs released back to owner: 0

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

Animal Bite Reports for month: 6

Animal Cruelty Cases worked for month: 0

Training hours for month ex: continue education classes: 0

ODOMETER READING 1508; MILEAGE DRIVEN: 1070

Vehicle maintenance Issues: oil change, repairs etc.: N/A

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: 2/3/2015



ACO NAME & RADIO #: A23 Truck #: 5463

Number of complaints worked for month: 46 Number of Citations: 1

Number of Follow-ups for the month: 1

Number of dogs picked up for month: 8

Number of dogs released back to owner: 0

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :  
0  
\_\_\_\_\_  
\_\_\_\_\_

Animal Bite Reports for month: 8

Animal Cruelty Cases worked for month: 0

Training hours for month ex: continue education classes: 0

ODOMETER READING 108,475; MILEAGE DRIVEN: 2,450

Vehicle maintenance Issues: oil change, repairs etc.: \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT



Date: 2/3/25

ACO NAME & RADIO #: Chamberlain Kristen A22 Truck #: 2120

Number of calls worked for month: 23 Number of Citations: 1

Number of Follow-ups for the month: 2

Number of dogs picked up for month: 6 dogs 2 cats

Number of dogs released back to owner: 0

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

Animal Bite Reports for month: 2

Animal Cruelty Cases worked for month: 2

Training hours for month ex: continue education classes: 0

ODOMETER READING 34,261; MILEAGE DRIVEN: 2,158

Vehicle maintenance Issues: oil change, repairs etc.: N/A

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: January 2025 Monthly



ACO NAME & RADIO #: Aragon - A21 Truck #: 8568

Number of complaints worked for month: 28 Number of Citations: N/A

Number of Follow-ups for the month: N/A

Number of dogs picked up for month: 10

Number of dogs released back to owner: N/A

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Animal Bite Reports for month: 3

Animal Cruelty Cases worked for month: 0

Training hours for month ex: continue education classes: 0

ODOMETER READING 28,626; MILEAGE DRIVEN: 1,465

Vehicle maintenance Issues: oil change, repairs etc.: \_\_\_\_\_

Explanation: Truck was involved in an accident. Damage to the front passenger side.

Waiting on insurance to evaluate.

\_\_\_\_\_

# MONTHLY REPORT FOR JAN 2025

## Judicial Compliance

Number of cases in which court costs, fees and fines were assessed during the quarter.

ALL DISTRICT	71
ALL COUNTY COURTS	93
ALL JP COURTS	125
<b><i>TOTAL</i></b>	<b>289</b>

### DOLLAR AMOUNT ASSESSED:

ALL DISTRICT	\$37,544.10
ALL COUNTY COURTS	\$92,332.00
ALL JP COURTS	\$56,539.45
<b><i>TOTAL</i></b>	<b><i>\$186,415.55</i></b>

### DOLLAR AMOUNT COLLECTED:

ALL DISTRICT	\$21,589.04
ALL COUNTY COURTS	\$76,050.04
ALL JP COURTS	\$25,507.27
<b><i>TOTAL</i></b>	<b><i>\$123,146.35</i></b>



# County Of Smith

*"Striving For Excellence"*

Phone: (903) 590-2620

Fax: (903) 590-2626

Pretrial Release & Personal Bond Office  
200 East Ferguson, Tyler, Texas 75702

## MONTHLY REPORT January 2025

**DATE:** February 3, 2025

Inmates interviewed	210
PBO bonds submitted	47
PBO bonds approved	32
PBO bonds in review	2
Inmates released/PBO bonds	21
Defendants failed to show for court	0

**Bonds Processed:**

Misdemeanors	390
Felony	222
Class – C	26
Out of county	14
Bond Fees collected	\$ 7,600.00
Total bonds processed	674

The Smith County Bail Bond Board meeting was on January 15, 2024, all bonding companies were in compliance.

### **Bonds Disposed of by Court:**

1. **Mason Contreras** – Plead on 1/13/2025. Received 5 years' probation. DA declined to prosecute POSS MARIJ >4oz<=5LBS.
2. **Sadie Hutchinson** – DA Declined to prosecute on POM 1/13/2025.
3. **Conner Cottrell** – Plead on 1/15/2025. Received 40 days jail time.
4. **\*Joseph Tucker** – Plead on 1/17/2025. Received a fine on the POM
5. **Jaden Williams** – plead on 1/17/2025. Received 16 months' probation with 80 hours of community service.
6. **Michael Hogg** – Plead on 1/17/2025. Received 16 months' probation with 80 hours of community service.
7. **Winter Taff** – plead on 1/21/2025. Received 2 years' probation.
8. **Brian Vermillion** – Plead on 1/21/2025. Received 18 months' probation with 80 hours of community service. DA declined to prosecute on Unlawful Carrying Weapon.

### **FTA/Bond Viol/SOB/Arrested:**

- **Carlos Evans** – a bond violation was issued 12/13/2024. Was arrested in court 01/03/2025.
- **Auston Mink** – a bond violation was issued 12/06/2024. Was arrested by DPS 01/09/2025. One misdemeanor is still pending.
- **Angela Rial** – a bond violation was issued 12/23/2024. Was arrested 01/10/2025.
- **Vicky Ma** – a bond violation was issued 01/09/2025. Was arrested 01/15/2025.
- **Elizabeth Moreno** – a bond violation was issued 01/07/2025. Was arrested by Probation 01/15/2025. One misdemeanor is still pending.
- **Finis Thompson** – was arrested 01/21/2025 with new charges, he is currently in SCJ. Bond violation warranted was issued 1/28/2025 on Man Del CS. Still has misdemeanor pending with us.

Staff is currently monitoring 75 defendants on the Pre-Trial Release Program.

Respectfully,

A handwritten signature in black ink that reads "Shane Scott". The signature is written in a cursive style with a large, sweeping initial 'S'.

Shane Scott  
Director

## **Smith County Veterans Service Office**

### **MONTHLY REPORT**

**January 2025**

**Office Visits:**

**Smith County Residents – 144**

**Out of County Residents – 48**

**Total - 192**

**Phone Calls –441**

**Initial Claims Filed- 24**

**Pension, DIC & Survivor's Claims Filed- 7**

**Appeals Filed- 20**

**Miscellaneous (Burial, DD-214 requests, etc.) - 124**

**Number of Clients Not Eligible to file claims-5**

**16**



# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/04/2025	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Plats	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to authorize the County Judge to sign the: a. Re-Plat for Circle R Ranch, Lots 2 and 3, Precinct 3, b. Final Plat for the Pautsky Subdivision, Precinct 3, c. Final Plat for the William Short Subdivision, Precinct 2; and d. Re-Plat for Wild Estates, Unit II, Precinct 3	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



Subdivision Name: Replat Lot 2 & 3 Circle R Ranch  
 Adjacent Road: CR 434  
 Developer: Michael & Rebecca LaVone Phone: [REDACTED]  
 email: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Surveyor: WVT Land Surveying Phone: [REDACTED]  
 email: [REDACTED] Fax: \_\_\_\_\_  
 Roadway Length: N/A ft. (centerline)

Item	<i>Date and Initial when received</i>			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	1-31-25 SB.		
	Plat Fee	\$25 1-31-25 SB	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	NIA 1-31-25		
	Designated Rep. (Pledger) Clearance Letter	See notes below		
	Tax Certificate	1-31-25 SB.		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) – Pledger letter “NOT” required  
 Decrease lot(s) – Pledger letter “IS” required



Subdivision Name: Pautsky Subdivision

Adjacent Road: F.M. Road 3226

Developer: Po-co Properties Phone: \_\_\_\_\_

email: \_\_\_\_\_ Fax: \_\_\_\_\_

Surveyor: BMS - J. Vulganott Phone: \_\_\_\_\_

email: \_\_\_\_\_ Fax: \_\_\_\_\_

Roadway Length: N/A ft. (centerline)

Item	Date and Initial when received			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)		2-3-25 SB	
	Plat Fee	\$25	\$100 2-3-25 SB	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter		2-3-25 SB	
	Designated Rep. (Pledger) Clearance Letter	See notes below	2-3-25 SB	
	Tax Certificate		2-3-25 SB	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) – Pledger letter “NOT” required  
 Decrease lot(s) – Pledger letter “IS” required



Subdivision Name: Wild Estates Unit II  
 Adjacent Road: US HWY 69 CR 4118  
 Developer: Nick Allegretto Phone: [REDACTED]  
 email: [REDACTED] Fax: N/A  
 Surveyor: 7 Bronze Surveying Phone: [REDACTED]  
 email: [REDACTED] Fax: N/A  
 Roadway Length: N/A ft. (centerline)

Item	Date and Initial when received			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	2-4-25 SB		
	Plat Fee	\$25 2-4-25 SB	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	2-4-25 SB		
	Designated Rep. (Pledger) Clearance Letter	See notes below		
	Tax Certificate	2-4-25 SB		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)	N/A		
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) – Pledger letter “NOT” required  
 Decrease lot(s) – Pledger letter “IS” required

Appendix 11



Subdivision Name: William Short Subdivision

Adjacent Road: CR 224

Developer: William Short Phone: \_\_\_\_\_

email: \_\_\_\_\_ Fax: \_\_\_\_\_

Surveyor: Halo Surveying Phone: [REDACTED]

email: [REDACTED] Fax: \_\_\_\_\_

Roadway Length: \_\_\_\_\_ ft. (centerline)

Item	<i>Date and Initial when received</i>			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	<i>Not Required</i>	✓	
	Preliminary Plat Approved	<i>Not Required</i>	✓	
	Final Plat (mylar & 3 prints)		1-28-25SB ✓	
	Plat Fee	\$25	\$100 1-28-25SB	\$250
	Construction Bond (\$20 /ft.)	<i>Not Required</i>	<i>Not Required</i>	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	<i>Not Required</i>	<i>Not Required</i>	
	911 Clearance Letter		1-28-25SB ✓	
	Designated Rep. (Huggins) Clearance Letter	<i>See notes below</i>	1-28-25SB ✓	
	Tax Certificate		1-28-25SB ✓	
	Plans and Specifications (2 copies)	<i>Not Required</i>	<i>Not Required</i>	
	TCEQ Permit for Dam (if lake or pond present)		N/A	
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	<i>Not Required</i>	<i>Not Required</i>	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	<i>Not Required</i>	<i>Not Required</i>	
	County Rd Number	<i>Not Required</i>	<i>Not Required</i>	

Notes: Increase lot(s) – Huggins letter “NOT” required  
 Decrease lot(s) – Huggins letter “IS” required

**17**



# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/04/2025	<b>Submitted by:</b> Karen Nelson
<b>Meeting Date:</b> 02/11/2025	<b>Department:</b> Road & Bridge
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Utility Permit	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive pipe and/or utility line installation request (notice only): a. County Road 383, Texas Land Company, install water line, Precinct 3, b. County Road 1143, CenterPoint Energy, install service line, Precinct 4, c. County Road 24, 25, 2208, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3,	
<b>Background:</b> d. County Road 21, 23, 26, 234, 2265, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3, e. County Road 246 S, Charter-Spectrum, install pole with power supply, Precinct 2, f. County Road 370, 3100, 3101, Charter-Spectrum, install underground fiber optic cable with vaults, Precinct 3;and g. County Road 38, 391, 392, 3174, 396, 395, Charter-Spectrum, install aerial and underground fiber optic cable with vaults and pedestals, Precinct 3.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 01/30/2025  
 Company Name (if different): \_\_\_\_\_ Phone: (469) 503-6112  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Oscar Soto Phone: \_\_\_\_\_  
 Contractor: Mastec North America - Juan Jaramillo Phone: 972-512-2945  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Oscar Soto Phone: (469) 503-6112  
 4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 28,520' of underground fiber optic cable and place approx. 55 vaults, and approx. 51 pedestals within the ROW of CR 21, CR 23, CR 26, CR 234, CR 2265, and Jayleen Ln..

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project:

Traffic control plans to be used are the TxDOT Traffic Operations Division Standard:

Traffic Control Plan One Lane Two Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 02/05/2025 Completion date: 02/05/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)



5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No \_\_\_\_\_
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Marwah Asteie Date: 01/30/2025

Approved: \_\_\_\_\_  
Smith County Road Administrator/Engineer

**SHEET INDEX:**

- 1. COVER SHEET
- 2. GENERAL NOTES
- 3-22. OSP PLAN

**PROJECT INFORMATION**

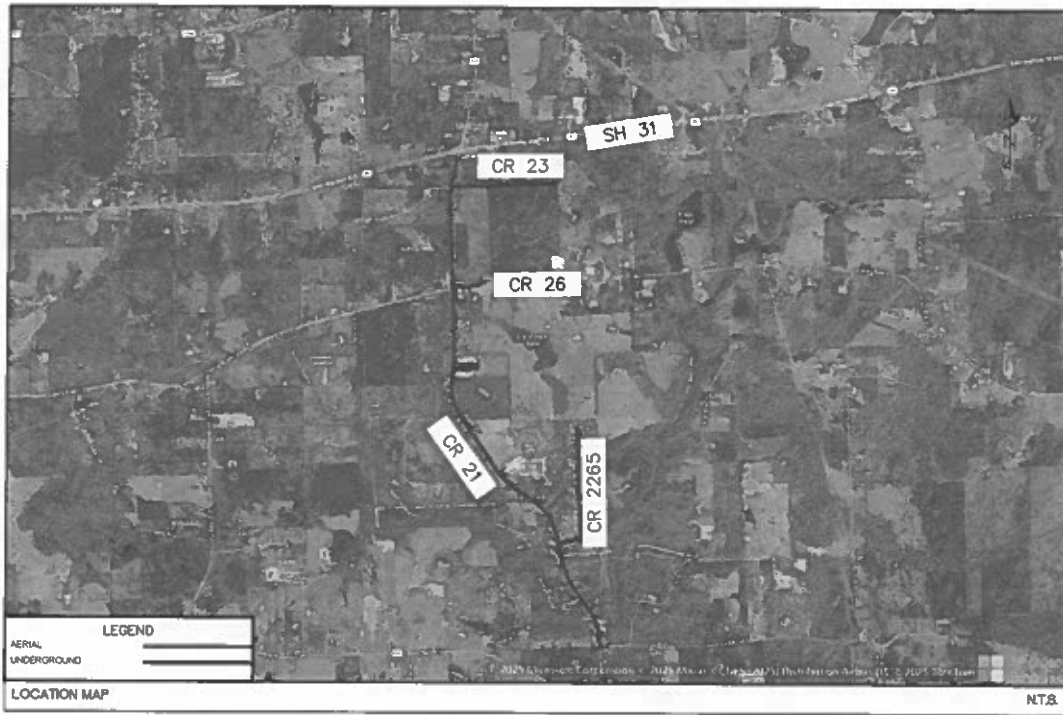
CONTACT: CHARTER-SPECTRUM  
 CONTACT: OSCAR SOTO  
 PHONE: 469-503-6112  
 EMAIL: oscar.soto@charter.com

CONTACT:  
 KEN BAILEY, SR., PROJECT MANAGER  
 LJA ENGINEERING, INC  
 2150 S CENTRAL EXPY. SUITE 300  
 MCKINNEY, TX 75070  
 KBAILEY@LJA.COM  
 214-624-2800



**RDOF\_TX\_CLUSTER\_2\_TBD\_WI24E (3993800)**

**TYLER, TX 75707  
 SMITH COUNTY  
 JANUARY 27, 2025**



**SCOPE OF WORK**

CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG COUNTY ROADS CR 21, CR 23, CR 26, CR 234, JAYLEEN LANE AND CR 2265

DESCRIPTION	UNITS	QUANTITY
DIRECTIONAL_BORE	LF	28520
TRENCH	LF	
PULL_EXISTING_CONDUIT		
BORE_PITS	EA	
NEW VAULTS	EA	55
NEW PEDESTALS	EA	51
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	28520

**SUBMITTAL PREPARED BY:**



8080 N. Central Expressway, Suite 400  
 Dallas, TX 75205  
 469-621-0710  
 TYPE FIRM REGISTRATION: F-1386

CONTACT:  
 STUART CONNELL  
 PHONE:  
 812-438-4717

SUBMITTED FOR APPROVAL BY:  
 OWNER OF RECORD

1/28/2025  
 DATE

**NOTE**  
 THE RIGHT-OF-WAY BOUNDARIES SHOWN ON THESE PLANS IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR IN A COMMUNICATIONS EASEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY CONCERNS REGARDING THE ROW.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



LJA ENGINEERING, INC. PROJECT: CHARTER-SPECTRUM RDOF\_TX\_CLUSTER\_2\_TBD\_WI24E (3993800) SHEET: 3-22 (1/28/2025) DATE: 1/28/2025  
 LJA ENGINEERING, INC. PROJECT: CHARTER-SPECTRUM RDOF\_TX\_CLUSTER\_2\_TBD\_WI24E (3993800) SHEET: 3-22 (1/28/2025) DATE: 1/28/2025



**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**  
Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 01/24/2025  
 Company Name (if different): \_\_\_\_\_ Phone: (214) 500-7559  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Glenn Valentine Phone: \_\_\_\_\_  
 Contractor: Future Infrastructure Holdings- Jerry Ringo Phone: 469-260-3947  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Glenn Valentine Phone: (214) 500-7559

4. Location (if applicable, length of installation in feet): **Charter-Spectrum is proposing to install approx. 10,778' of underground conduits e/w fiber optic cable, and approx. 3 Vaults, and approx. 76 pedestals within the ROW of CR 24, CR 25, and CR 2208.**

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_  
 Traffic control plans to be used are the TxDOT Traffic Operations Division Standard:

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 01/29/2025 Completion date: 01/29/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No \_\_\_\_\_

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Marwah Alstae Date: 01/24/2025

Approved: [Signature] 1/29/25  
Smith County Road Administrator/Engineer

**SHEET INDEX:**

- 1. COVER SHEET
- 2. GENERAL NOTES
- 3-9. OSP PLAN



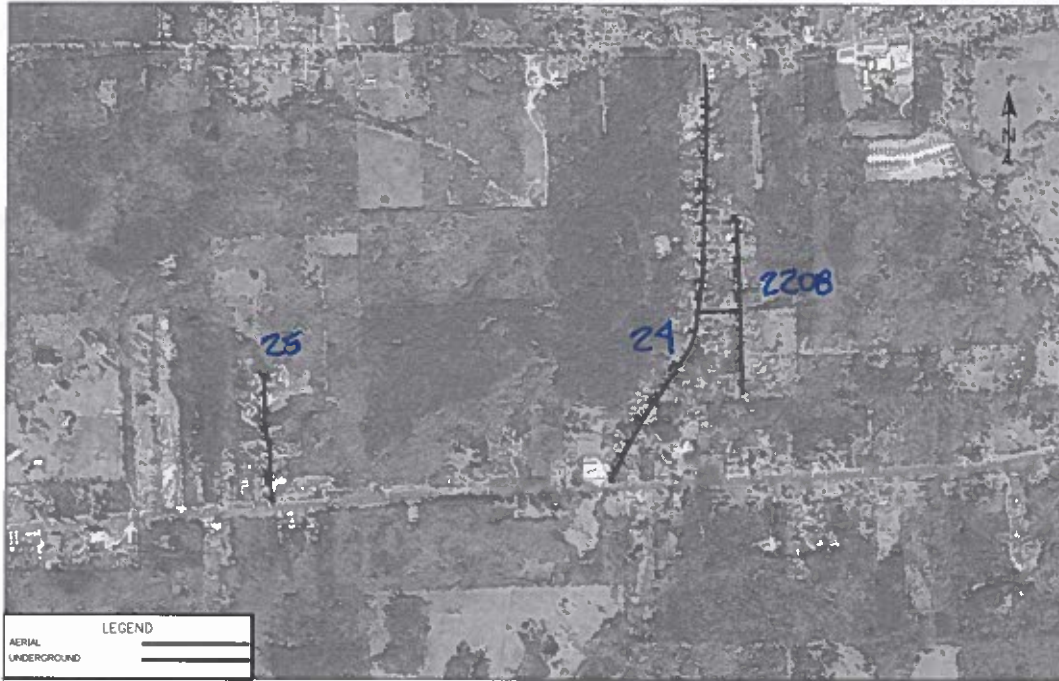
RDOF\_TX\_CLUSTER\_2\_TBD\_WI57E (3993830)  
 TYLER, TX 75705  
 SMITH COUNTY  
 JANUARY 8, 2025

**PROJECT INFORMATION:**

CONTACT: CHARTER-SPECTRUM  
 CONTACT: ROSS LOWE  
 PHONE: (214) 287-0416  
 EMAIL: Ross.Lowe@charter.com

CONTACT:  
 KEN BAILEY, SR. PROJECT MANAGER  
 LJA ENGINEERING, INC  
 2150 S CENTRAL EXPY, SUITE 300  
 MCKINNEY, TX 75070  
 KBAILEY@LJA.COM  
 214-624-2800

CR 24  
 CR 25  
 CR 2208



**LEGEND**  
 AERIAL \_\_\_\_\_  
 UNDERGROUND \_\_\_\_\_  
**LOCATION MAP**

SCOPE OF WORK		
CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG CR 2208, CR 24, CR 25		
DESCRIPTION	UNITE	QUANTITY
DIRECTIONAL BORE	LF	10778
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	3
NEW PEDESTALS	EA	76
SLACK LOOP	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	10778

SUBMITTAL PREPARED BY:



6080 N. Central Expressway, Suite 400  
 Dallas, TX 75208  
 469-821-0710  
 TYPE FIRM REGISTRATION: F-1308

CONTACT:  
 STUART CORWELL  
 PHONE:  
 512-438-4717

SUBMITTED FOR APPROVAL BY: \_\_\_\_\_  
 ENGINEER OF RECORD

1/07/2025  
 DATE

NOTE:  
 THE RIGHT-OF-WAY BOUNDARY SHOWN ON THESE PLANS IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR DETERMINING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR IN A COMMUNICATION EASEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY CONCERNS REGARDING THE ROW.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.  
 Call before you dig.

NTS.

PROJECT: RDOF\_TX\_CLUSTER\_2\_TBD\_WI57E (3993830) DATE: 1/07/2025  
 DRAWING: OSP PLAN SHEET: 3 OF 9  
 CLIENT: CHARTER COMMUNICATIONS  
 LOCATION: TYLER, TX  
 PROJECT MANAGER: KEN BAILEY, SR.  
 ENGINEER: STUART CORWELL  
 DATE: 1/07/2025



**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 01/24/2025  
 Company Name (if different): \_\_\_\_\_ Phone: (214) 500-7559  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Glenn Valentine Phone: \_\_\_\_\_  
 Contractor: Future Infrastructure Holdings - Jerry Ringo Phone: 469-260-3947  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Glenn Valentine Phone: (214) 500-7559

4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 9,009' of aerial fiber optic cable attached to existing poles, and approx. 16,958' of underground conduits e/w fiber optic cable, and approx. 18 Vaults, and approx. 29 pedestals within the ROW of Old Longview Rd, CR 391, CR 392, CR 3174, CR 396, and CR 395.

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 <sup>CR38</sup> copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_  
 Traffic control plans to be used are the TxDOT Traffic Operations Division Standard: \_\_\_\_\_

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 01/29/2025 Completion date: 01/29/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)



5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No \_\_\_\_\_
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Marwah Alstair Date: 01/24/2025

Approved: [Signature] 1/29/25  
Smith County Road Administrator/Engineer

**SHEET INDEX:**

1. COVER SHEET
2. GENERAL NOTES
- 3.-13. SSP PLAN

**PROJECT INFORMATION:**

CONTACT: CHARTER-SPECTRUM  
 CONTACT: GLENN VALENTINE  
 PHONE: (214) 500-7559  
 EMAIL: Glenn.Valentine@charter.com

CONTACT:  
 KEN BAILEY SR. PROJECT MANAGER  
 LJA ENGINEERING, INC  
 2150 S CENTRAL EXPY. SUITE 300  
 MCKINNEY, TX 75070  
 KBAILEY@LJA.COM  
 214-624-2800



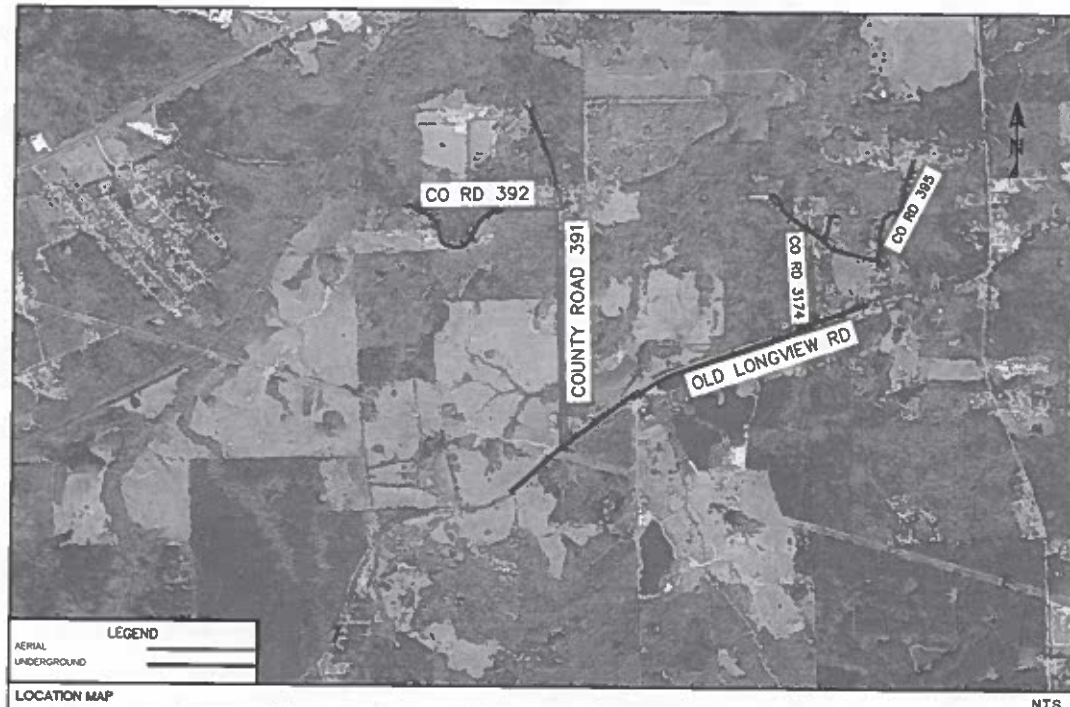
**RDOF TX CLUSTER 2 TBD W160E (3993833)  
 TYLER, TX 75708  
 SMITH COUNTY  
 JANUARY 17, 2024**

*CR 384 - OLD  
 LONGVIEW RD.*

**SCOPE OF WORK**

CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG: OLD LONGVIEW RD, COUNTY ROAD 391, COUNTY ROAD 392, COUNTY ROAD 3174, COUNTY ROAD 396, AND COUNTY ROAD 385.

DESCRIPTION	UNITS	QUANTITY
DIRECTIONAL BORE	LF	16958
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	18
NEW PEDESTALS	EA	29
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	9009
ANCHORS	EA	
NEW POLES	EA	36
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	25967



**SUBMITTAL PREPARED BY:**



8080 N. Central Expressway, Suite 400  
 Dallas, TX 75205  
 469-621-0710  
 TOLL FREE REGISTRATION: F-1388

CONTACT:  
 STUART CONELL  
 PHONE:  
 812-438-4717

SUBMITTED FOR APPROVAL BY: \_\_\_\_\_ DATE: 1/17/2024  
 DESIGNER OF RECORD

**NOTE:**  
 THE RIGHT-OF-WAY BOUNDS SHOWN ON THESE PLANS IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR IN A COMMUNICATION EASEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY CONCERNS REGARDING THE ROW.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



PRINTED: 1/17/2024 1:12 PM View: 811/2024 1:12 PM User: 811/2024 1:12 PM Project: RDOF TX CLUSTER 2 TBD W160E (3993833) Tyler, TX 75708  
 1/17/2024 1:12 PM User: 811/2024 1:12 PM Project: RDOF TX CLUSTER 2 TBD W160E (3993833) Tyler, TX 75708  
 1/17/2024 1:12 PM User: 811/2024 1:12 PM Project: RDOF TX CLUSTER 2 TBD W160E (3993833) Tyler, TX 75708





**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**  
Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 01/28/25  
 Company Name (if different): \_\_\_\_\_ Phone: (214) 500-7559  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Glenn Valentine Phone: \_\_\_\_\_  
 Contractor: Mastec North America - Juan Jaramillo Phone: (214) 542-9484  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Glenn Valentine Phone: (214) 500-7559

4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install one (1) Class 5 - 30 ft pole equipped with power supply cabinet and trench approx. 10 ft of 1-2" HDPE conduit within the west right of way of CR 246 S in Smith County

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_

Traffic control plans to be used are the TxDOT Traffic Operations Division Standard:

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 02/4/2025 Completion date: 02/4/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No X
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Marwah Altaie Date: 01/28/25

Approved:  1/29/25  
Smith County Road Administrator/Engineer

**SHEET INDEX:**

1. COVER SHEET
2. LEGEND & SYMBOLS
3. GENERAL NOTES
4. TYPICAL CONSTRUCTION DETAILS
5. GSP PLAN

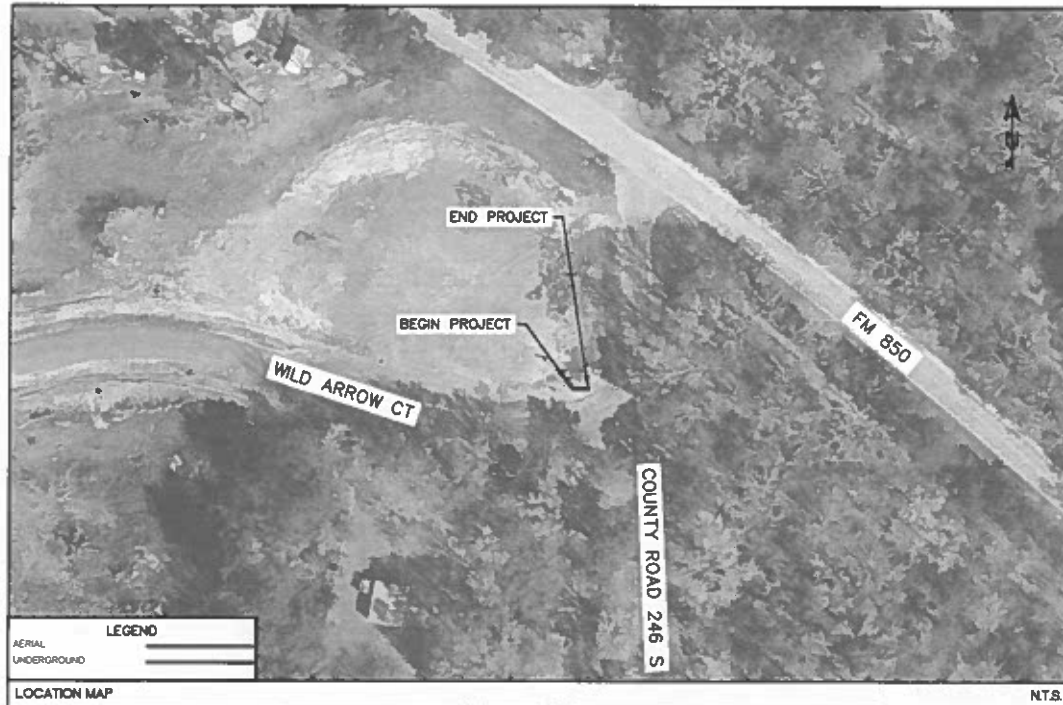
**PROJECT INFORMATION**

CONTACT CHARTER-SPECTRUM  
 CONTACT ZACH ESHLEMAN  
 PHONE (803) 274-8464  
 EMAIL Zach.Eshleman@charter.com

CONTACT  
 KEN BAILEY SR. PROJECT MANAGER  
 LJA ENGINEERING, INC  
 2150 S CENTRAL EXPKY, SUITE 300  
 MCKINNEY TX 75070  
 KBAILEY@LJA.COM  
 214-624-2600



**RDOF TX CLUSTER 2 TBD W180E (4176128)  
 POWER SUPPLY - COUNTY ROAD 246 S  
 ARP, TX 75750  
 SMITH COUNTY  
 JANUARY 28, 2025**



SCOPE OF WORK		
INSTALL ONE (1) CLASS 5 - 30 FT POLE EQUIPPED WITH POWER SUPPLY CABINET AND TRENCH APPROX. 20 FT OF 1 - 2" HDPE CONDUIT WITHIN THE WEST RIGHT OF WAY OF COUNTY ROAD 246 S.		
DESCRIPTION	UNITE	QUANTITY
DIRECTIONAL BORE	LF	
TRENCH	LF	20
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	
NEW PEDESTALS	EA	
POWER SUPPLY	EA	1
AERIAL RISER	EA	2
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	1
EXISTING POLES	EA	1
TOTAL PROJECT FOOTAGE	LF	20

SUBMITTAL PREPARED BY:



8080 N. Central Expressway, Suite 400  
 Dallas, TX 75208  
 469-621-0710  
 TYPE 9994 REGISTRATION: F-1386

CONTACT:  
 STUART CORNELL  
 PHONE:  
 512-438-4717

SUBMITTED FOR APPROVAL BY:  
 MEMBER OF RECORD

1/28/2025  
 SAZ

NOTE  
 THE RIGHT-OF-WAY (ROW) SHOWN ON THESE PLANS IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR BY A COMMUNICATION EASEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY CONCERNS REGARDING THE ROW.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.  
 Call before you dig.

PRINTED: 1/27/2025 11:43 AM PLOT: \\s01\share\projects\4176128\POWER\_SUPPLY\CD\4176128\_POWSUPPLY\_CD\4176128\_POWSUPPLY\_CD.dwg PLOT DATE: 1/27/2025 11:43 AM PLOT BY: SAZ



**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 01/24/2025  
 Company Name (if different): \_\_\_\_\_ Phone: (214) 287-0416  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Ross Lowe Phone: \_\_\_\_\_  
 Contractor: BTR/ITG - KENN JACOBSON Phone: (918) 630-0076  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Ross Lowe Phone: (214) 287-0416

4. Location (if applicable, length of installation in feet): **Charter-Spectrum is proposing to install approx. 38,752 of underground conduits e/w fiber optic cable, and approx. 33 Vaults within the ROW of CR 370, CR 3100, CR 3101, SOUTHSIDE CIR., SPILLWAY RD, & HAMRICK LAKE RD.**

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_

Traffic control plans to be used are the TxDOT Traffic Operations Division Standard:

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 1/29/2025 Completion date: 1/29/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No X
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Marwah Altaie Date: 01/24/2025

Approved:  1/29/25  
Smith County Road Administrator/Engineer

- SHEET INDEX:**  
 1. COVER SHEET  
 2. GENERAL NOTES  
 3-38 OSP PLAN

**PROJECT INFORMATION:**

CONTACT: CHARTER-SPECTRUM  
 CONTACT: ROSS LOWE  
 EMAIL: Ross.Lowe@charter.com

CONTACT:  
 KEN BAILEY SR. PROJECT MANAGER  
 LJA ENGINEERING, INC  
 2150 S CENTRAL EXPY, SUITE 300  
 MCKINNEY TX 75070  
 KBAILEY@LJA.COM  
 214-624-2800

# Spectrum

RDOF\_TX\_CLUSTER\_2\_TBD\_WI23E (3993799)

WINONA, TX 75792  
 SMITH COUNTY  
 JANUARY 20, 2025

CR 370  
 CR 3100  
 CR 3101

PRIVATE ROADS ARE  
 NOT A PART OF THIS  
 PERMIT

SUBMITAL PREPARED BY:



6080 N. Central Expressway, Suite 400  
 Dallas, TX 75208  
 480-621-0710  
 STATE FIRM REGISTRATION: F-1386

CONTACT:  
 STUART CORRELL  
 PHONE:  
 812-430-4717

SUBMITTED FOR APPROVAL BY: \_\_\_\_\_ DATE: 1/17/2025  
 NUMBER OF REVISIONS \_\_\_\_\_

NOTE  
 THE RIGHT-OF-WAY LINES SHOWN ON THESE PLANS  
 IS BASED ON PUBLICLY AVAILABLE INFORMATION  
 AND IS NOT EXACT. IT IS THE CONTRACTOR'S  
 RESPONSIBILITY FOR DETERMINING THAT ALL  
 FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR  
 IN A COMMUNICATION EASEMENT. THE  
 CONTRACTOR SHALL NOTIFY THE ENGINEER AND  
 THE OWNER PRIOR TO CONSTRUCTION IF THERE  
 ARE ANY CONCERNS REGARDING THE ROW.

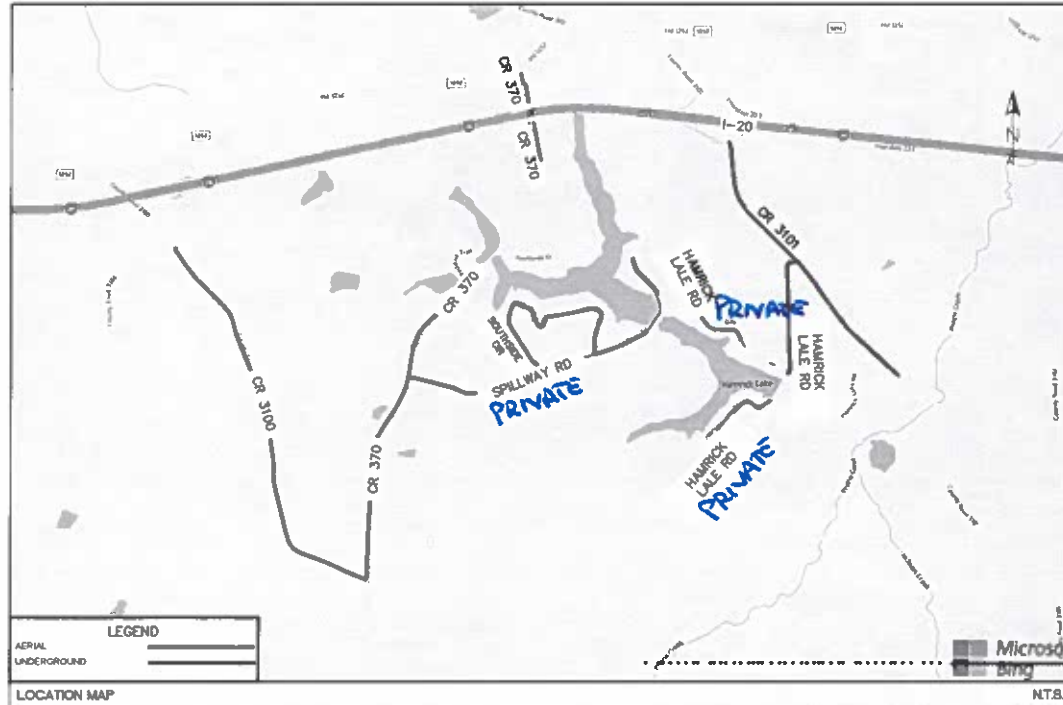
LOCATION OF EXISTING  
 UNDERGROUND AND OVERHEAD  
 UTILITIES ARE APPROXIMATE  
 LOCATIONS ONLY. THE  
 CONTRACTOR SHALL DETERMINE  
 THE EXACT LOCATION OF ALL  
 EXISTING UTILITIES PRIOR TO  
 BEGINNING WORK AND SHALL BE  
 FULLY RESPONSIBLE FOR ANY AND  
 ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.  
 Call before you dig.

**SCOPE OF WORK**  
 CHARTER COMMUNICATIONS PROPOSES TO INSTALL  
 FIBER OPTIC CABLE ALONG ROADS: CR 370, CR 3100,  
 CR 3101, SOUTHSIDE CIR., SPILLWAY RD, AND  
 HAMRICK LAKE RD

DESCRIPTION	UNITE	QUANTITY
DIRECTIONAL BORE	LF	38752
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	33
NEW PEDESTALS	EA	
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	38752



I:\2025\TX\_CLUSTER\_2\_TBD\_WI23E\3993799\CD\PROJECT\DWG\COPY\COUNTY\909-21-1000\RD01\_T01\_CLUSTER\_2\_TBD\_WI23E\_3993799\SMITH\_COUNTY.dwg 5/4/25 1:17:02 PM





APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Kate Riley Date: 12/30/24  
Company Name (if different): TX Land Company LLC Phone: 413-884-5468  
Address: 2441 High Timbers Dr Suite 230 Fax: \_\_\_\_\_  
The Woodlands, Tx 77380 Zip: 77380  
24/7 Contact Name: Gates Walcott Phone: 512-801-7933  
Contractor: Gates Walcott Phone: 512-801-7933  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: East Texas Municipal Utility District Phone: 903-877-3644  
3. Franchise Contact: Lane Thompson Phone: 903-877-3644  
4. Location (if applicable, length of installation in feet): 8" water line along the west side of  
C.R. 383, from US 271 North 965 LF.
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_  
Contractor shall provide traffic control devices in accordance  
with TMUTCD, latest edition
7. Proposed start date: Jan 15, 2025 Completion date: Feb 15 2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.


Specific instructions and conditions are as follows:


1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this instillation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No X

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to it use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature:  Date: 12/30/24  
 (OWNER'S REP.)

Approved:  1/30/25  
 Smith County Road Administrator/Engineer



# ISLAND LAKE RANCH UNIT 1

## CONTACT INFORMATION

**CIVIL ENGINEER:**  
BENCHMARK DESIGN GROUP, LLC  
2026 REPUBLIC DRIVE, SUITE B  
TYLER, TEXAS 75701  
ATTN: GREG MITCHELL, P.E.  
PHONE: 903-534-5353

**SURVEYOR:**  
FREEMAN SURVEYING AND  
MAPPING, LLC  
1078 C.R. 127, SUITE D  
PLUM, TEXAS 75782  
ATTN: STEVEN FREEMAN, RPLS  
PHONE: 903-504-5314

**DEVELOPER:**  
TX LAND COMPANY, LLC  
2441 HIGH TIMBERS DRIVE, SUITE 230  
THE WOODLANDS, TEXAS 77380  
ATTN: KATHERINE RILEY  
PHONE: 413-884-5468

**CITY OF TYLER**  
511 W. LOCUST  
TYLER, TEXAS 75702  
ATTN: DARRELL KOTZUR, P.E.  
PHONE: 903-531-1039

**TELEPHONE:**  
A, T, & T  
811 W. ELM  
TYLER, TEXAS 75702  
ATTN: ROBERT THORNTON  
PHONE: 214-798-5380

**CAS**  
CENTERPOINT ENERGY  
7006 SOUTH BROADWAY  
TYLER, TEXAS 75703  
ATTN: CLAUDE FIGUEROA  
PHONE: 903-534-6393

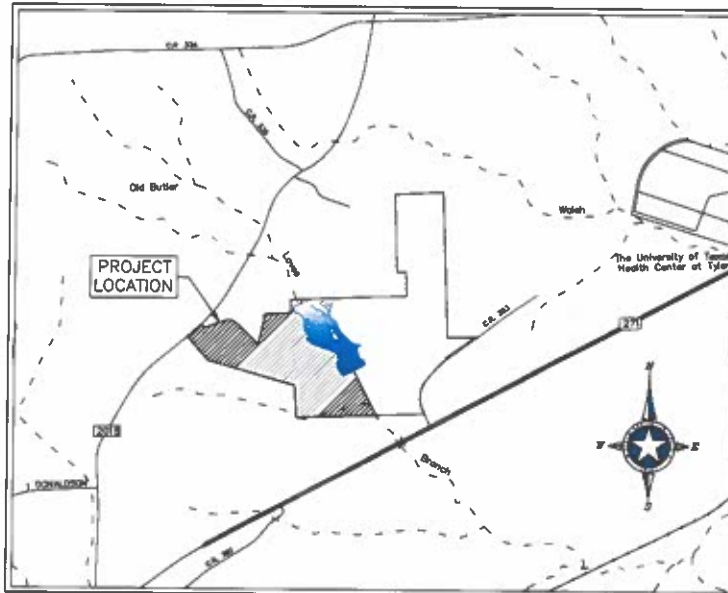
**CABLE TELEVISION:**  
SUDDENLINK  
322 NORTH GLENWOOD  
TYLER, TEXAS 75703  
ATTN: JASON FOX  
PHONE: 903-939-7813  
FAX: 903-563-6189

**ELECTRIC:**  
ONCOR ELECTRIC  
1300 SSE LOOP 323  
TYLER, TEXAS 75701  
ATTN: TYLER MCBEE  
PHONE: 972-788-0319

**ATMOS ENERGY**  
2009 E COTTON STREET  
LONGVIEW, TEXAS 75602  
ATTN: CHRIS McDOWELL  
FIELD CONSTRUCTION COORDINATOR  
PHONE: 903-242-4822  
FAX: 903-242-4828

**TEXAS COMMISSION OF  
ENVIRONMENTAL QUALITY**  
TECO REGION 5  
2818 TEXAS DRIVE  
TYLER, TEXAS 75701

F.M. 2015  
CITY OF TYLER ETJ, SMITH COUNTY, TEXAS



VICINITY MAP  
N.T.S.

INDEX OF SHEETS	
1	COVER SHEET
2	FINAL PLAN (NOT INCLUDED)
3	GENERAL NOTES AND SPECIFICATIONS
4	TYPICAL SECTIONS
5	SWPPP SITE PLAN
6	PROJECT LAYOUT
7	DRAINAGE AREA MAP
8	DRAINAGE CALCULATIONS
9	OVERALL UTILITY PLAN
10-15	ISLAND LAKE DRIVE PLAN AND PROFILE
16-19	PORTSIDE COURT PLAN AND PROFILE
20	CULVERT 5 OUTFALL PLAN AND PROFILE
21	CULVERT 6 OUTFALL PLAN AND PROFILE
22	CULVERT 7 OUTFALL PLAN AND PROFILE
23	CULVERT CROSS SECTIONS
24-36	OFFSITE WATERLINE PLAN & PROFILE
37	DETAILS
38	STD. CITY OF TYLER PAVING DETAILS
39-40	STD. ETMUD WATER MAIN DETAILS
41	TXDOT PRECAST SAFETY END TREATMENT DETAILS



\*\*\* STOP! CALL BEFORE YOU DIG \*\*\*  
All contractors or other persons excavating, trenching or otherwise disturbing the ground surface shall be responsible for contacting 811 to have the underground utilities located before any excavation work begins. Failure to do so may result in injury, property damage or death. For more information, visit [www.texas811.com](http://www.texas811.com).

**NOTICE TO CONTRACTORS**

These plans are prepared to be used as shown by all contractors bidding for this project. It is the responsibility of the contractor to verify the accuracy of the information shown on these plans. The contractor shall verify the accuracy of the information shown on these plans by conducting a field inspection of the project site. The contractor shall verify the accuracy of the information shown on these plans by conducting a field inspection of the project site. The contractor shall verify the accuracy of the information shown on these plans by conducting a field inspection of the project site.

Contractor Name	Contract No.	Date

NO.	DATE	DESCRIPTION
1	5-15-24	ISSUED FOR PERMIT
2	5-15-24	ISSUED FOR PERMIT
3	5-15-24	ISSUED FOR PERMIT
4	5-15-24	ISSUED FOR PERMIT
5	5-15-24	ISSUED FOR PERMIT
6	5-15-24	ISSUED FOR PERMIT
7	5-15-24	ISSUED FOR PERMIT
8	5-15-24	ISSUED FOR PERMIT
9	5-15-24	ISSUED FOR PERMIT
10	5-15-24	ISSUED FOR PERMIT
11	5-15-24	ISSUED FOR PERMIT
12	5-15-24	ISSUED FOR PERMIT
13	5-15-24	ISSUED FOR PERMIT
14	5-15-24	ISSUED FOR PERMIT
15	5-15-24	ISSUED FOR PERMIT
16	5-15-24	ISSUED FOR PERMIT
17	5-15-24	ISSUED FOR PERMIT
18	5-15-24	ISSUED FOR PERMIT
19	5-15-24	ISSUED FOR PERMIT
20	5-15-24	ISSUED FOR PERMIT
21	5-15-24	ISSUED FOR PERMIT
22	5-15-24	ISSUED FOR PERMIT
23	5-15-24	ISSUED FOR PERMIT
24	5-15-24	ISSUED FOR PERMIT
25	5-15-24	ISSUED FOR PERMIT
26	5-15-24	ISSUED FOR PERMIT
27	5-15-24	ISSUED FOR PERMIT
28	5-15-24	ISSUED FOR PERMIT
29	5-15-24	ISSUED FOR PERMIT
30	5-15-24	ISSUED FOR PERMIT
31	5-15-24	ISSUED FOR PERMIT
32	5-15-24	ISSUED FOR PERMIT
33	5-15-24	ISSUED FOR PERMIT
34	5-15-24	ISSUED FOR PERMIT
35	5-15-24	ISSUED FOR PERMIT
36	5-15-24	ISSUED FOR PERMIT
37	5-15-24	ISSUED FOR PERMIT
38	5-15-24	ISSUED FOR PERMIT
39	5-15-24	ISSUED FOR PERMIT
40	5-15-24	ISSUED FOR PERMIT
41	5-15-24	ISSUED FOR PERMIT



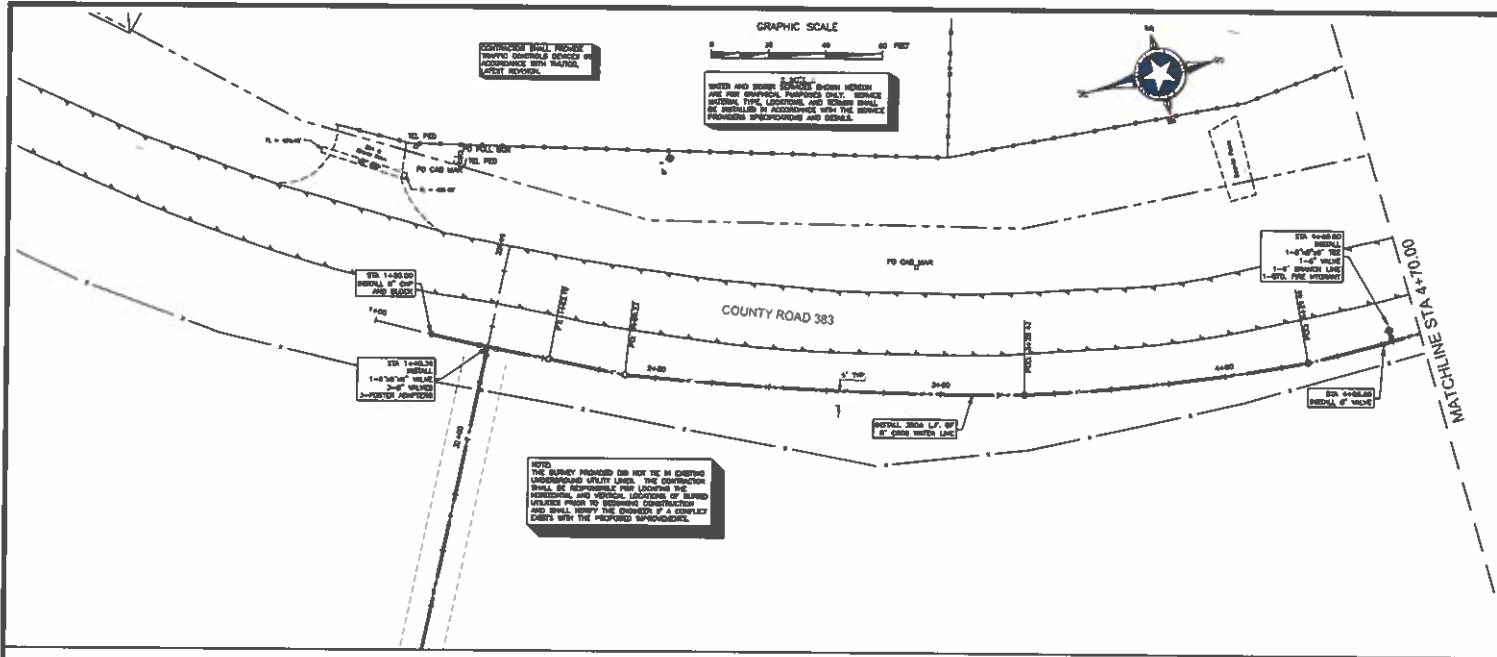
ISLAND LAKE RANCH  
TX LAND COMPANY

COVER SHEET

**BENCHMARK DESIGN GROUP**

DRAWN BY: OGD  
CHECKED BY: JGM  
DATE: MAY 2024  
JOB NO: 2024-013  
SHEET NO: 1

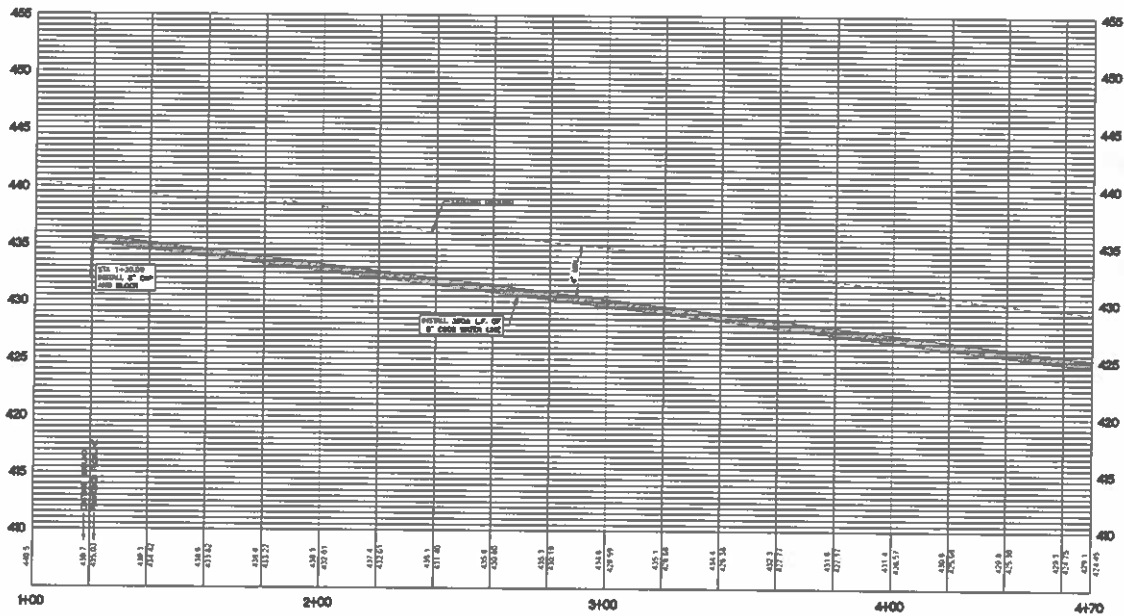
P:\Projects\2024\ISLAND LAKE RANCH\2024\ISLAND LAKE RANCH\2024\OFFSITE WATERLINE PLAN AND PROFILE.dwg



EXISTING UTILITY LOCATIONS SHOWN FOR INFORMATION ONLY. VERIFY LOCATIONS WITH FIELD SURVEY.

GRAPHIC SCALE  
 0 20 40 60 FEET  
 WATER AND SEWER LOCATIONS SHOWN HEREIN ARE FOR INFORMATION ONLY. VERIFY EXISTING PIPE LOCATIONS AND DEPTHS SHALL BE OBTAINED BY ADDITIONAL FIELD SURVEY. PROVIDING SPECIFICATIONS AND DETAILS.

NOTE: THE SURVEY PROVIDED DID NOT TAKE INTO CONSIDERATION UNDERGROUND UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING THE HORIZONTAL AND VERTICAL LOCATIONS OF BURIED UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER OF A COMPLETE CHECK WITH THE NEAREST UTILITIES.



SCALE:  
 HORIZONTAL: 1"=50'  
 VERTICAL: 1"=40'



STOP! CALL BEFORE YOU DIG!!!  
 An operator at the Texas 811 center may request additional information from you. Please call 811 if you have any questions. The operator will call you back with the location and depth of all underground utilities in your area.

**NOTICE TO CONTRACTORS**

- These plans are subject to review and approval by all jurisdictional bodies.
- Contractor shall obtain all necessary permits and approvals prior to starting any work.
- The contractor shall notify the engineer in writing of any change in the location, depth or size of any utility.
- The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- The contractor shall be responsible for obtaining the horizontal and vertical locations of all existing utilities and structures on the site.

Prepared by:	Checked by:	Date:
Designed by:	Reviewed by:	
Drawn by:	Approved by:	

Notes:  
 1. All dimensions are in feet unless otherwise noted.  
 2. All dimensions are to the center of the pipe unless otherwise noted.  
 3. All dimensions are to the center of the pipe unless otherwise noted.

DATE:	5/1/2024
PROJECT:	ISLAND LAKE RANCH
CLIENT:	TX LAND COMPANY
ADDRESS:	10000 W. STATE ST. SUITE 1000 DALLAS, TX 75243
PROJECT NO.:	2024-013
DATE:	5/1/2024

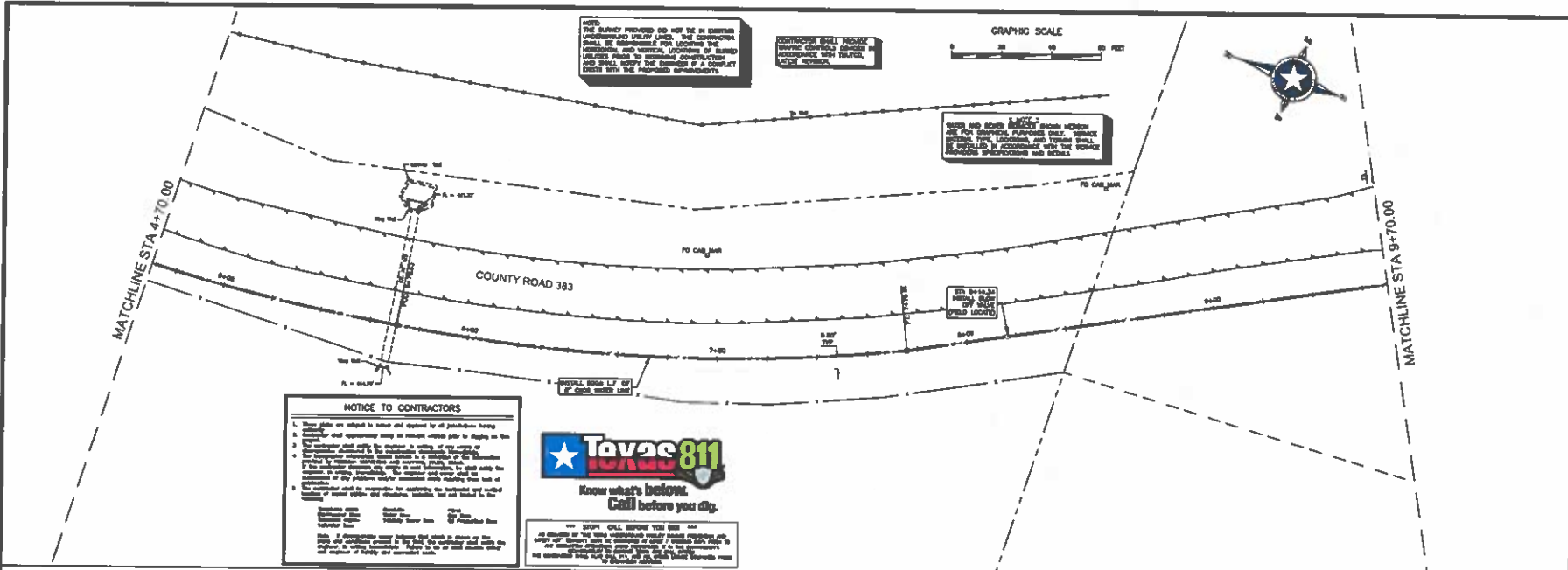
**BENCHMARK DESIGN GROUP**  
 CIVIL / ENVIRONMENTAL / PLANNERS



ISLAND LAKE RANCH  
 TX LAND COMPANY  
 OFFSITE WATERLINE  
 PLAN AND PROFILE

**BENCHMARK DESIGN GROUP**

Drawn By: OCB  
 Checked By: JGM  
 Date: MAY 2024  
 Job No: 2024-013  
 Sheet No: 30



**NOTICE TO CONTRACTORS**

- These plans are subject to survey and approval by all jurisdiction having authority.
- Contractor shall verify all locations within prior to digging on the site.
- Contractor shall verify the location of utility lines and structures.
- Contractor shall verify the location of all structures.
- Contractor shall verify the location of all structures.
- Contractor shall verify the location of all structures.
- Contractor shall verify the location of all structures.
- Contractor shall verify the location of all structures.

DATE: 5/10/24  
 DRAWN BY: JCM  
 CHECKED BY: JCM  
 DATE: MAY 2024



STOP! CALL BEFORE YOU DIG!

As a condition of the Texas Underground Utility Marking and Identification Act, the contractor shall be responsible for calling 811 to have the site surveyed for underground utilities before any excavation work is performed. The contractor shall be responsible for marking the site with flags and paint to indicate the location of all underground utilities.



NO.	DATE
1	5/10/24
2	5/10/24
3	5/10/24
4	5/10/24
5	5/10/24

**BENCHMARK DESIGN GROUP**  
 CIVIL ENVIRONMENTAL PLANNERS

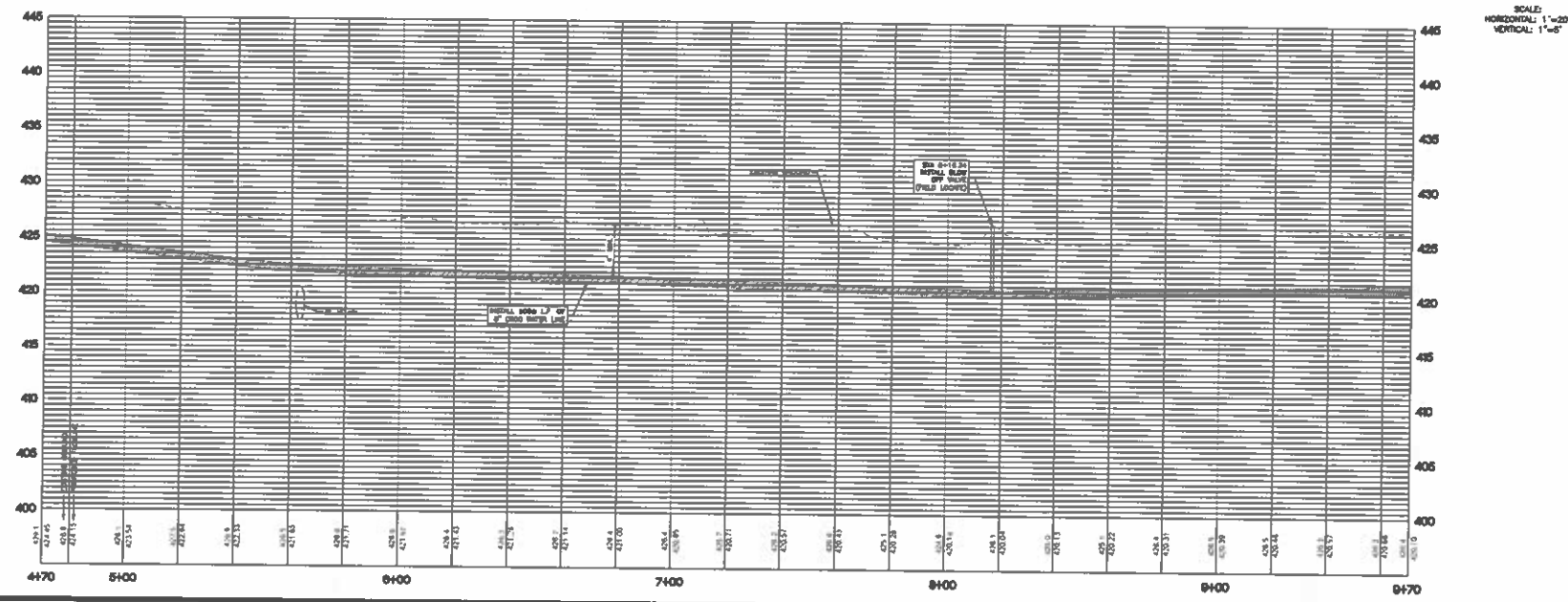


ISLAND LAKE RANCH  
 TX LAND COMPANY

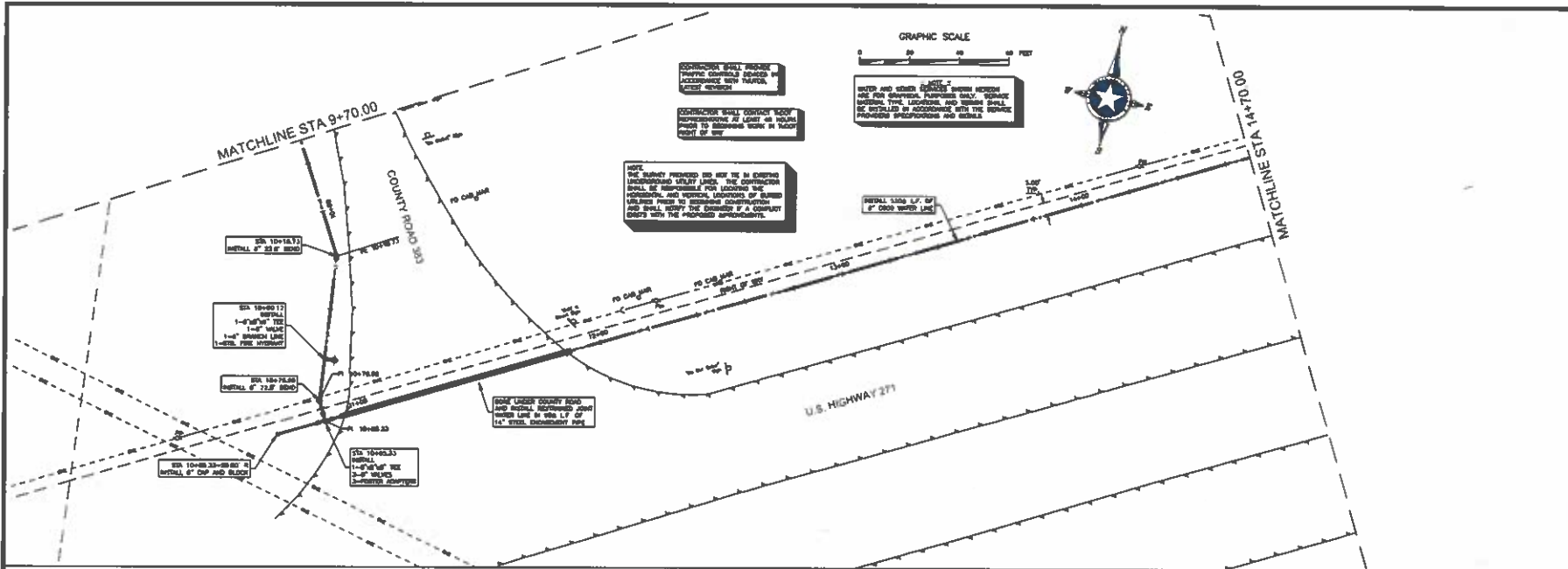
OFFSITE WATERLINE  
 PLAN AND PROFILE

**BENCHMARK DESIGN GROUP**

DRAWN BY: JCM  
 CHECKED BY: JCM  
 DATE: MAY 2024  
 JOB NO: 2024-013  
 SHEET NO: 31



SCALE:  
 HORIZONTAL: 1"=20'  
 VERTICAL: 1"=4'



DATE	BY
12-11-21	CCB
8-28-21	JGM
8-10-21	JGM
APPROVED (FIELD CONSULTANT)	

**BENCHMARK**  
DESIGN GROUP  
CIVIL / ENVIRONMENTAL PLANNERS

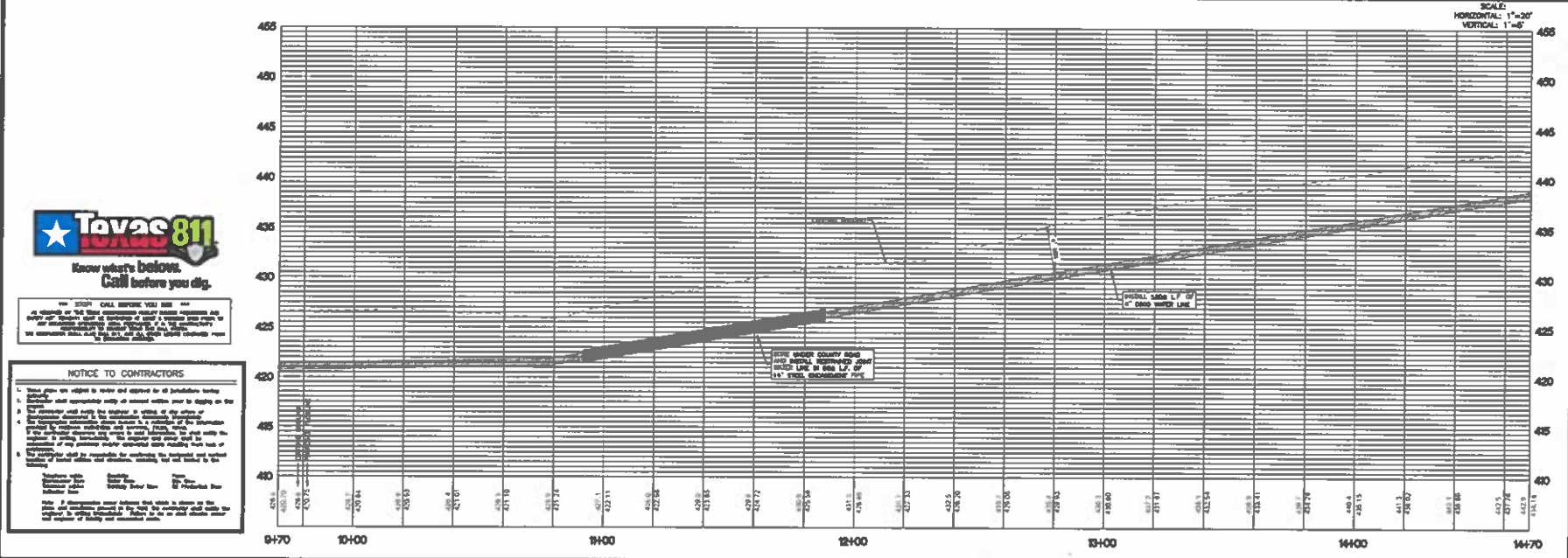


ISLAND LAKE RANCH  
TX LAND COMPANY  
OFFSITE WATERLINE  
PLAN AND PROFILE



DRAWN BY: CCB  
CHECKED BY: JGM  
DATE: MAY 2024  
JOB NO: 2024-013  
SCALE: NO

32



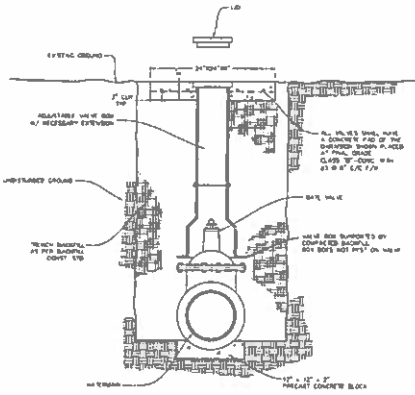
Know what's below.  
Call before you dig.

FOR STOPS CALL BEFORE YOU DIG AND  
AS A CONDITION OF THIS SERVICE CONTRACT, CONTRACTOR SHALL  
OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL  
APPLICABLE AGENCIES AND UTILITIES PRIOR TO ANY  
CONSTRUCTION OR EXCAVATION WORK. CONTRACTOR SHALL  
BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS  
AND APPROVALS FROM ALL APPLICABLE AGENCIES AND  
UTILITIES PRIOR TO ANY CONSTRUCTION OR EXCAVATION  
WORK.

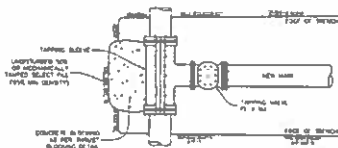
**NOTICE TO CONTRACTORS**

1. These plans are subject to review and approval by all jurisdiction having authority over the project and the contractor shall be responsible for obtaining all necessary permits and approvals from all applicable agencies and utilities prior to any construction or excavation work.
2. The contractor shall verify the location of all utilities at the site of work.
3. All construction shall be in accordance with the approved plans and specifications. The contractor shall be responsible for obtaining all necessary permits and approvals from all applicable agencies and utilities prior to any construction or excavation work.
4. The contractor shall be responsible for obtaining all necessary permits and approvals from all applicable agencies and utilities prior to any construction or excavation work.
5. The contractor shall be responsible for obtaining all necessary permits and approvals from all applicable agencies and utilities prior to any construction or excavation work.
6. The contractor shall be responsible for obtaining all necessary permits and approvals from all applicable agencies and utilities prior to any construction or excavation work.

1. Plans prepared by Island Lake Ranch, TX Land Company, under the supervision of JGM, Professional Engineer, No. 12422, State of Texas, dated 9/10/21.

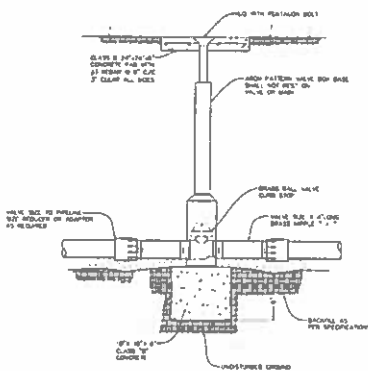


**WATER VALVE HUBBED INSTALLATION**  
SCALE: 1/4" = 1'-0"

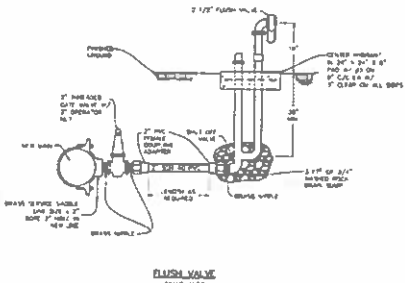


**TAPPING SLEEVE & VALVE**  
SCALE: 1/4" = 1'-0"

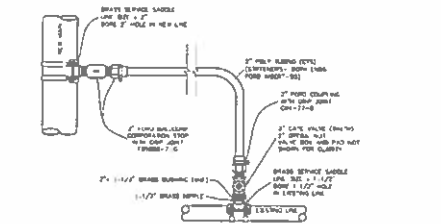
NOTE: FOR TAPPING VALVE, CHECK WITH LOCAL AGENCY FOR ANY SPECIAL REQUIREMENTS.



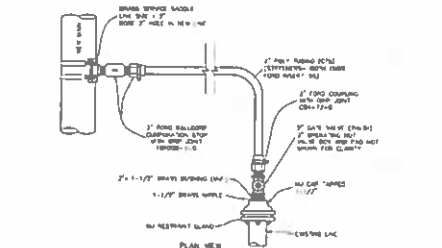
**1 1/2" & SMALLER BURIED VALVES**  
SCALE: 1/4" = 1'-0"



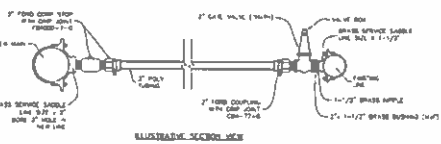
**FLUSH VALVE**  
SCALE: 1/4" = 1'-0"



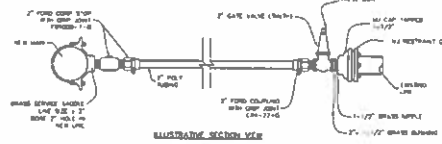
**PLAN VIEW**



**PLAN VIEW**



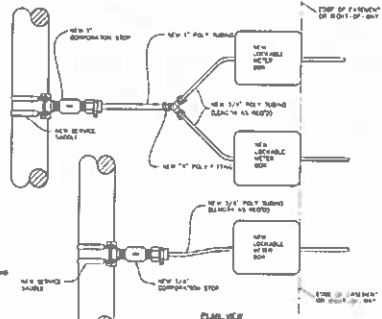
**ILLUSTRATIVE SECTION VIEW**



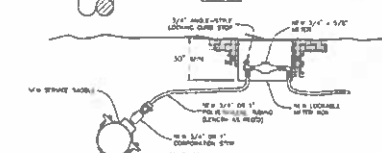
**ILLUSTRATIVE SECTION VIEW**

**CONNECTION OF NEW MAIN TO 1" AND 1 1/2" EXISTING MAINS**  
SCALE: 1/4" = 1'-0"

**CONNECTION OF NEW MAIN TO END OF 1", 2-1/2" AND 3" EXISTING MAINS**  
SCALE: 1/4" = 1'-0"

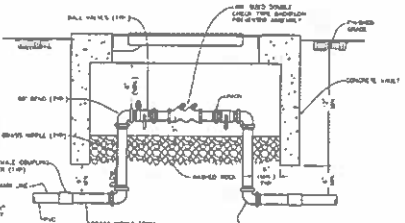


**PLAN VIEW**

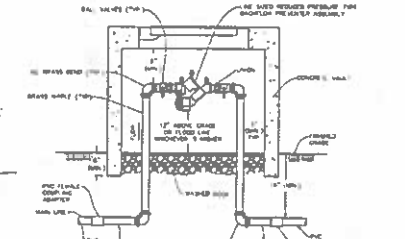


**ILLUSTRATIVE SECTION VIEW**

**WATER SERVICE CONNECTION**  
SCALE: 1/4" = 1'-0"



**1" AND SMALLER DOUBLE CHECK BACKFLOW PREVENTER**  
SCALE: 1/4" = 1'-0"



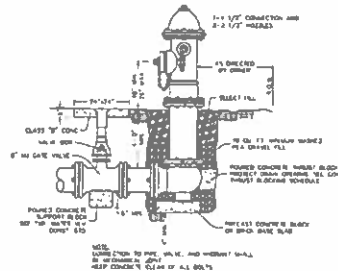
**1" AND SMALLER REDUCED PRESSURE ZONE BACKFLOW PREVENTER**  
SCALE: 1/4" = 1'-0"

**EAST TEXAS MUD**  
**WATER CONSTRUCTION STANDARDS**

**HAYTER ENGINEERING**  
1000 JAMES STREET, SUITE 100, DALLAS, TEXAS 75202  
PHONE: (214) 742-1111 FAX: (214) 742-1112

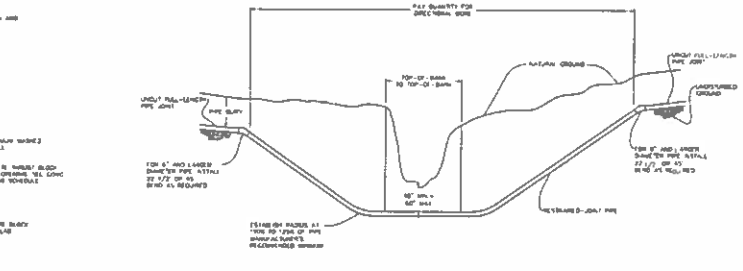
**ETMUD DETAILS**

**DRAWN BY: CK**  
**DATE: MARCH 2002**  
**SCALE: AS SHOWN**  
**PAGE 1 OF 6 PAGES**



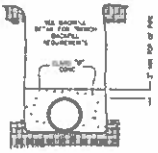
TYPICAL 1 1/2" FIRE HYDRANT INSTALLATION

ALL SIGNS SHALL BE CONFORMANT WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS FOR FIRE HYDRANT MARKING.



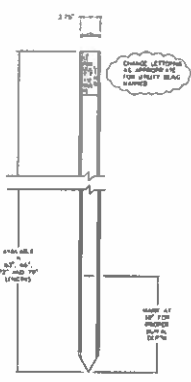
HORIZONTAL DIRECTIONAL DRILLING (DIRECTIONAL BORE) FOR UTILITY CROSSINGS SCALE 1:15

(CHANGES SHALL BE MADE TO THIS DRAWING TO REFLECT ANY CHANGES TO THE BORE HOLE WALL THICKNESS, ETC.)

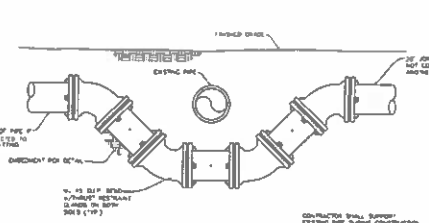


NOTES:  
1. ALL CONCRETE SHALL BE 2800 PSI STRENGTH.  
2. ALL REINFORCEMENT SHALL BE #4 BARS.  
3. ALL JOINTS SHALL BE REINFORCED WITH #4 BARS AND WELDED.  
4. ALL JOINTS SHALL BE REINFORCED WITH #4 BARS AND WELDED.

CONCRETE ENCASEMENT OF PIPE SCALE 1:15



UTILITY MARKER SCALE 1:15



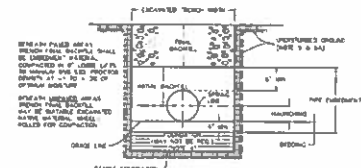
AVOIDING CONDUCTING UTILITY LINES SCALE 1:15

1. ONLY VOIDED AREAS OF PIPE SHALL BE VOID BETWEEN JOINTS.

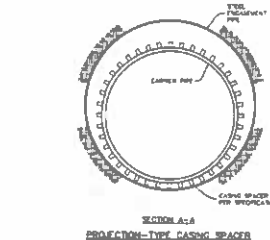
PIPE USED FOR	SIZE	TRENCH WIDTH	MINIMUM MANHOLE	MINIMUM DEPTH (1)
SEWER	3\"/>			

(1) THESE VALUES ARE APPLICABLE TO CONCRETE MANHOLES AND DEPTH IS MEASURED TO THE BOTTOM OF THE MANHOLE. FOR ALL OTHER MATERIALS, THE DEPTH SHALL BE AS SPECIFIED BY THE MANUFACTURER.

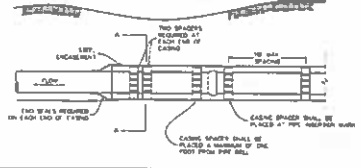
TRENCH WIDTH AND DEPTH FOR GRAVITY AND/OR PRESSURE LINES SCALE 1:15



NOTES:  
1. ALL TRENCHES SHALL BE REINFORCED WITH #4 BARS.  
2. ALL JOINTS SHALL BE REINFORCED WITH #4 BARS AND WELDED.  
3. ALL JOINTS SHALL BE REINFORCED WITH #4 BARS AND WELDED.

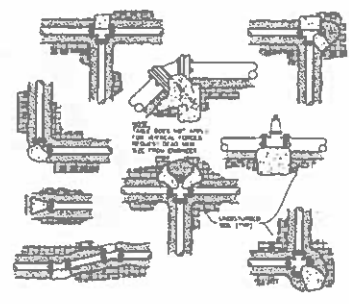


SECTION A-A PROJECTION-TYPE CASING SPACER



PIPE	CASING SPACER	MIN. CLEARANCE	MIN. COVER	MIN. DEPTH	MIN. WIDTH	MIN. HEIGHT
3\"/>						

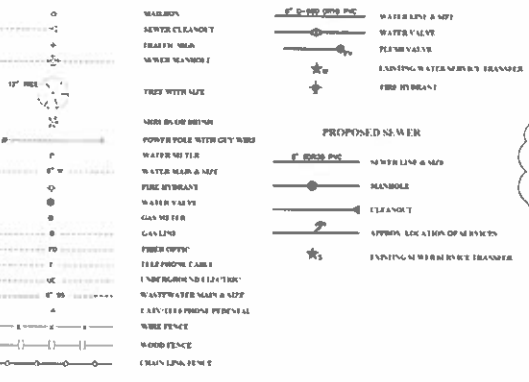
INSTALLATION IN ENCASEMENT PIPE SCALE 1:15



PIPE	MIN. WIDTH	MIN. DEPTH	MIN. HEIGHT	MIN. LENGTH
3\"/>				

CONCRETE THRUST BLOCKING SCHEDULE SCALE 1:15

LEGEND



EAST TEXAS MUD WATER AND WATER - SEWER CONSTRUCTION STANDARDS

HAYTER ENGINEERS

ETMUD DETAILS

DRAWN BY: CLK  
DATE: NOVEMBER 2011  
SCALE: AS SHOWN  
PAGE 2 OF 6 PAGES  
NO. 1302



APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT  
Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Donald Whaley Date: 12/6/2024  
Company Name (if different): CenterPoint Energy Phone: 713-207-7663  
Address: 1111 Louisiana St, Ste 1060 Fax: \_\_\_\_\_  
Houston Texas Zip: 77002  
24/7 Contact Name: Camacho, Odnial Phone: (713) 207-4928  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): 3559 CR 1143 (DIX)  
Propose to install 1375' of 2" IP Pla and 75' of 1" IP PLA SVC gas see drawing  
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.  
6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_

7. Proposed start date: 12/19/2024 Completion date: 3/19/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)




5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No \_\_\_\_\_

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

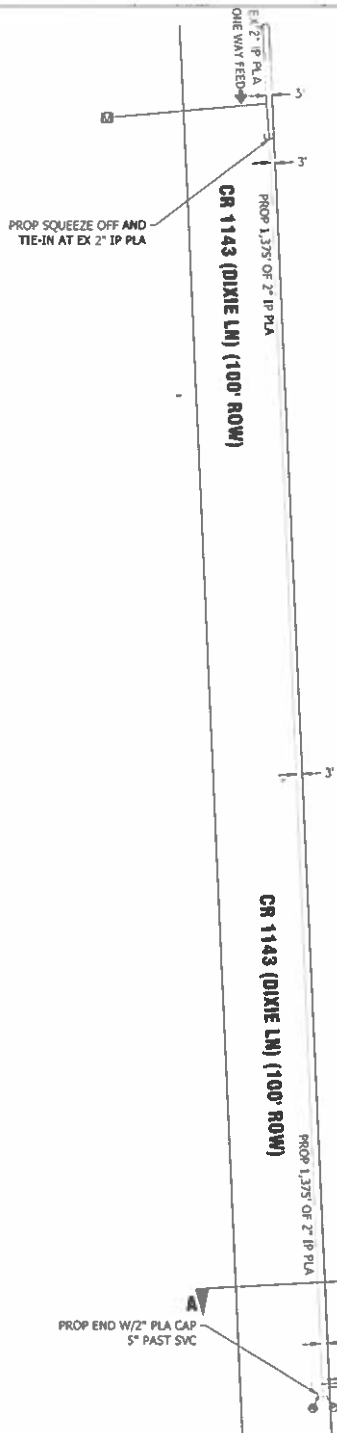
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Donald Whaley Date: 12/6/2024

Approved:  1/30/25  
Smith County Road Administrator/Engineer



\\sers1201212000\CF-TEPPER\G17.F\PROJECTS\3559 CR 1143 (DIXIE LN)\DWG\GEN-PB-TEP.DWG



**PERMITS REQUIRED FOR CONSTRUCTION**

NO PERMITS REQUIRED

TXDOT

CITY:

COUNTY: SMITH

FLOODCONTROL/DRAINAGE:

RAILROAD:

**GAS STAKING**

JOB NO: \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ESMTS. DED. BY: \_\_\_\_\_ ESMT. DOCUMENTS: \_\_\_\_\_

MONUMENTATION FND: \_\_\_\_\_ PLAT DIST. CHK. #D: \_\_\_\_\_

ESMTS. NEEDED AT: \_\_\_\_\_

NON-STD. STAKING: \_\_\_\_\_ REASON: \_\_\_\_\_

**GAS SERVICE COORDINATOR:**

COORDINATE SERVICE LOCATION WITH ADAM FORBES AT 430-205-7679

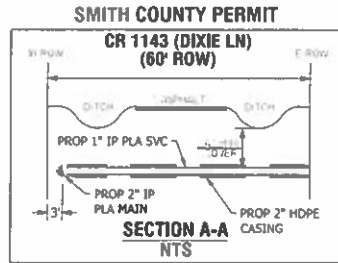
DRAFTER: CSW 11/18/2024  
 CKR: HE 11/18/2024  
 ENGR: \_\_\_\_\_

**RUSH PRIORITY**

PRIORITY 1

PRIORITY 2

NORMAL



**VICINITY MAP**

**LEGEND**

EXISTING MAIN		PROP 2" IP PLA, SCR 11.0	
PROP MAG ANODE		PE 2708	
PROP TRANS STATION		PROP 1" IP PLA SVC	
PROP TEST POINT		PROP 5/8 ZINC ANODE	
PROP LOCATION POINT		PROP MARKER BALL	
		PROP LIME MARKER	

- GENERAL NOTES:**
- FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
  - MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
  - USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
  - CONTACT DESIGNER (DANIEL CARRASCO AT 713-207-4928) WITH ANY NECESSARY FIELD CHANGES.
  - THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
  - TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-8-1-330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
  - FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-8-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
  - ALL SERVICE LINES MUST HAVE AN EPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EPV SIZING CHART. CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
  - COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (VINCENT PACHECO AT 713-967-7886) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
  - DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
  - CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    - USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    - USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    - USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    - USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.

**PIPE SUMMARY GENERIC**

PIPE REQUIRED	75' 1" PLA SERVICE IP
	1,375' 2" PLA MAIN
	1,450' TOTAL PIPE
ESTIMATED BY	DATE
APPROVED BY	DATE

**18**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b>	<b>Submitted by:</b> Jennafer Macmillan
<b>Meeting Date:</b> Weekly	<b>Department:</b> Auditor
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Weekly Bill Pay	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_



**FY25 - BUDGET AMENDMENT - REVENUE**

**Fund Name:** Fund 10

**Amount:** \$31,952.35

**Account Number:** 10.33913 - Insurance Proceeds

To certify the receipt of insurance settlement on for total loss settlement on VIN #5455 (Sheriff)  
and Collision Damage on VIN# 4070 (District Attorney)

---

---

---

**Amendment #R2025-05**

***Court approved:*** \_\_\_\_\_

\_\_\_\_\_

***Neal Franklin, Smith County Judge***



**FY25 - BUDGET AMENDMENT - EXPENDITURE**

**Fund Name:** Fund 10

**Amount: \$31,952.35**

<b>Account Number:</b>	10.560.4800.851	Sheriff	Vehicles	\$19,622.46
	10.475.4400.477	D.A.	Vehicle Expenses	\$12,329.89

To appropriate new revenue received and certified from the insurance settlements for total loss on VIN#5455 (Sheriff) and collision damage on VIN# 4070 (DA)

---

---

**Amendment #E2025-12**

***Court approved:*** \_\_\_\_\_

---

***Neal Franklin, Smith County Judge***

SMITH COUNTY TREASURER

VENDOR 006693 US POST OFFICE

02/07/2025

CHECK# 175792

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
10.499.4400.421			BOOK OF STAMPS	14.60
			TOTAL	14.60

1287494 GENERAL FUND



SMITH COUNTY TREASURER  
BY ORDER OF THE COMMISSIONERS  
COURT OF SMITH COUNTY

SOUTHSIDE BANK  
TYLER TEXAS

POSTAGE

CHECK NO. 175792

DATE	AMOUNT
02/07/2025	\$14.60

FOURTEEN AND 60/100 DOLLARS

PAY TO THE ORDER OF US POST OFFICE

VOID AFTER 90 DAYS

*Kelli P. White*  
County Treasurer  
*Alan W. Wilson*  
County Auditor

⑈ 175792⑈ ⑆ 111923607⑆ ⑈ 1287494⑈



---

**FW: Form Returned: US POSTMASTER 2-4-2025 Stamp Purchase.pdf**

---

**From** Carolyn Lewis <CLewis@smith-county.com>

**Date** Thu 2/6/2025 8:43 AM

**To** Atonia Rawlings <arawlings@smith-county.com>; Kelli White <KWhite@smith-county.com>

 1 attachment (74 KB)

US POSTMASTER 2-4-2025 Stamp Purchase.pdf;

-----Original Message-----

**From:** Lois Mosley <lmosley@smith-county.com>

**Sent:** Thursday, February 6, 2025 8:21 AM

**To:** PurchEmailGroup <PurchEmailGroup@smith-county.com>

**Subject:** Form Returned: US POSTMASTER 2-4-2025 Stamp Purchase.pdf

Form Returned: US POSTMASTER 2-4-2025 Stamp Purchase.pdf

The attached file is the filled-out form. Please open it to review the data.

**REQUEST FOR  
PURCHASE ORDER FROM SMITH  
COUNTY OFFICE  
OF PURCHASING / AUDITORS**

DEPARTMENT NAME	Tax Office	REQUISITION NUMBER	
DATE	2-4-2025	FUND NUMBER	4400.421
DATE REQUIRED		DEPARTMENT CODE	10.499

DELIVER TO: \*\*\*TO BE PICKED UP\*\*\*\* SUGGESTED VENDORS: U S POSTMASTER

--- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --- CIRCLE SELECTED VENDOR ---

DATE PREPARED 2-4-2025 PREPARED BY Lois

PURCHASE ORDER NO. CONTRACT NO. DESCRIPTION

CODING	QUANTITY	DESCRIPTION	#1 VENDOR NAME	#2 VENDOR NAME	#3 VENDOR NAME
		Purchase stamps for the Noonday Substation			
	1	book of stamps \$14.60			

*Gary B Barber*  
2/16/25

I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.

DATE 2-4-2025 DEPARTMENT HEAD Gary B. Barber EMPLOYEE NAME Lois Mosley EXTENSION 2938

DO NOT WRITE IN SHADED AREAS - THIS SPACE IS FOR PURCHASING DEPARTMENT **Submit**



**REQUEST FOR PAYMENT  
ACCOUNTS PAYABLE**

**PAYABLE TO:** 12<sup>th</sup> Court of Appeals #010933

**ADDRESS: Attn:** Clerk of the Court

1517 West Front Street, Ste. 354

**CITY, STATE, ZIP:** Tyler, Texas 75702

**DATE:** 02/05/2025

FUND	DEPT	CAT.	ITEM	DESCRIPTION	AMOUNT
62.723.4600.614				Oct-Nov-Dec-2024	\$ 4,662.50
					\$

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT THAT THE SUPPLIES, MATERIALS, AND SERVICES HERIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS HAS BEEN REQUESTED.

\_\_\_\_\_  
AUTHORIZED ASSISTANT AUDITOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMMISSIONERS COURT APPROVAL

\_\_\_\_\_  
BUDGET-ADEQUATE APPROVED

*Atonia Rawlings*  
\_\_\_\_\_

SMITH COUNTY TREASURER (REQUEST FOR PAYMENT)



Please make payment for monthly collections as follows:

SB 659, Chapter 22 Appellate Judicial System Funds for the Twelfth Court of Appeals (\$5.00 filing fee per civil case)

REMITTANCE MONTH, YEAR: OCTOBER 2024

SMITH  
(County)

COUNTY CLERK:	# of Civil Cases filed:	<u>126</u>	\$ <u>630.00</u>
DISTRICT CLERK:	# of Civil Cases filed:	<u>275</u>	\$ <u>1379.10</u>
Total # of Civil Cases filed:		<u>401</u>	TOTAL PAYMENT: \$ <u>2009.10</u>

Remittance prepared by: ATONIA RAWLINGS (ASSISTANT TREASURER)  
(Print Name)

Phone #: 903-590-4732

Check Payable to: **Twelfth Court of Appeals**  
Attn: Clerk of the Court  
1517 West Front Street, Ste. 354  
Tyler, Texas 75702



Please make payment for monthly collections as follows:

SB 659, Chapter 22 Appellate Judicial System Funds for the Twelfth Court of Appeals (\$5.00 filing fee per civil case)

REMITTANCE MONTH, YEAR: NOVEMBER 2024

SMITH  
(County)

COUNTY CLERK: # of Civil Cases filed: 70 \$ 350.00

DISTRICT CLERK: # of Civil Cases filed: 159 \$ 799.00

Total # of Civil Cases filed: 229 TOTAL PAYMENT: \$ 1149.00

Remittance prepared by: ATONIA RAWLINGS (ASSISTANT TREASURER)  
(Print Name)

Phone #: 903-590-4732

Check Payable to: **Twelfth Court of Appeals**  
Attn: Clerk of the Court  
1517 West Front Street, Ste. 354  
Tyler, Texas 75702



Please make payment for monthly collections as follows:

SB 659, Chapter 22 Appellate Judicial System Funds for the Twelfth Court of Appeals (\$5.00 filing fee per civil case)

REMITTANCE MONTH, YEAR: DECEMBER 2024

SMITH  
(County)

COUNTY CLERK:	# of Civil Cases filed:	<u>92</u>	\$ <u>460.00</u>
DISTRICT CLERK:	# of Civil Cases filed:	<u>208</u>	\$ <u>1044.40</u>
Total # of Civil Cases filed:		<u>300</u>	TOTAL PAYMENT: \$ <u>1504.40</u>

Remittance prepared by: ATONIA RAWLINGS (ASSISTANT TREASURER)  
(Print Name)

Phone #: 903-590-4732

Check Payable to: **Twelfth Court of Appeals**  
Attn: Clerk of the Court  
1517 West Front Street, Ste. 354  
Tyler, Texas 75702

**19**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/7/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 2/11/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Executive Session	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
<b>Agenda Wording:</b> SECTION 551.074 PERSONNEL MATTERS SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation with Attorney regarding the appointment, employment, assignment, duties, and complaints regarding public officers or employees.	
<b>Background:</b> NA	
<b>Financial and Operational Impact:</b> NA	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_