

COMMISSIONERS COURT AGENDA

Tuesday, April 1, 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, April 1, 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 April 2025, as "Sexual Assault Awareness Month" in Smith County.

PRESENTATIONS

2. Receive presentation from David Quin, Program Manager with Texas Conference of Urban Counties, Public Power Pool ("P3") regarding new procurement proposal and rate projections.

COURT ORDERS

EMERGENCY MANAGEMENT

3. Consider and take necessary action to award a contract for 15-25 Multi-Jurisdictional Mitigation Action Plan and authorize the county judge to sign all related documentation.

ROAD AND BRIDGE

4. Consider and take necessary action to accept the completion of the construction contract for Road Improvements to CR 129, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

TAX OFFICE

5. 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.

INFORMATION TECHNOLOGY

6. Consider and take necessary action to approve the Smith County Information Technology Security and Acceptable Use Policy and authorize the county judge to sign all related documentation.

COUNTY CLERK

7. Consider and take necessary action to approve the County Clerk's Deputy, one time exception, request to increase pay by \$6,154 based on the level of experience.

SHERIFF'S OFFICE

8. Consider and take necessary action to award a contract for inmate food services program and the discretionary exemption in accordance with Texas Local Government Code, § 262.024(a)(8) and authorize the county judge to sign all related documentation.

241ST DISTRICT COURT

9. Consider and take necessary action to approve contracts for legal services for indigent criminal defendants for John Jarvis, 241st District Court pursuant to the Texas Code of Criminal Procedure, Article 26.04.

RECURRING BUSINESS

ROAD AND BRIDGE

10. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for the Stottern Addition, Precinct 3, and
 - b. Re-Plat for the Cumberland Ridge Subdivision, Unit 5, Precinct 1.
11. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 184, Atmos Energy Corporation, install culvert, Precinct 1,
 - b. County Road 217, Charter-Spectrum, install aerial fiber optic cable, underground conduits, vaults and pedestals, Precinct 3,
 - c. County Road 21, 233 and 234, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3,
 - d. County Road 245 N, 3111 N, 3112 N, 3185 N, 3200 and 3207, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3,
 - e. County Road 236, 246, 26, 2305, 235, 233, 234, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3,
 - f. County Road 246, 244, 26, 3211, 3199, 217 and 29, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3, and
 - g. County Road 178, Lawley Contracting LLC, install underground fiber optic cable with pedestal, Precinct 1.

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

13. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.

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 551.071 – CONSULTATION WITH ATTORNEY

14. Deliberation and consultation with attorney regarding pending or contemplated litigation in Texas Associations of Counties, Law Enforcement Claim Number LE20242007-1.

OPEN SESSION:

15. Consider and take necessary action to approve a waiver pursuant to Texas Disciplinary Rules of Professional Conduct, 1.06.

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: 3/28/2025

Time: 2:00 p

A handwritten signature in blue ink that reads "Neal Franklin". The signature is written in a cursive, flowing style.

NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 03/03/2025	Submitted by: Jennafer Bell
Meeting Date: 04/01/2025	Department: Commissioner Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution - Sexual Assault Awareness Month	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to adopt a resolution proclaiming April 2025, as "Sexual Assault Awareness Month" in Smith County.	
Background: Attendees from the East Texas Crisis Center: Nichole Henry, Executive Director Jeremy Flowers, Director of Coordinated Community Response Sherry Johnson, Director of Development Scotti Smothermon, Advocate Coordinator	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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 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, each year, the month of April is dedicated to raising awareness regarding the prevalence and impact of sexual violence, which is widespread and affects every member of Smith County. During 2024, the East Texas Crisis Center provided services to 157 survivors of sexual violence in Smith County; and

WHEREAS, as citizens of Smith County, we recognize that to prevent sexual violence at its roots, we must strive to build a respectful, inclusive and equitable community to promote our collective wellbeing and address risk factors of sexual violence; and

WHEREAS, the East Texas Crisis Center encourages each member of Smith County to work together to increase awareness, challenge harmful narratives that blame survivors and use their voice to speak up against sexual violence; and

WHEREAS, during this month of Sexual Assault Awareness, we recommit ourselves to compassionate understanding, holding perpetrators accountable and to standing in solidarity with every survivor of sexual assault no matter their race, sex or religion.

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

“Sexual Assault Awareness Month”

in Smith County and encourages all residents to support the East Texas Crisis Center and to support and help survivors of sexual assault today and throughout the year.

WITNESS OUR HANDS THIS 1st day of April 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

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**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 03/10/2025	Submitted by: Jaye Latch
Meeting Date: 04/01/2025	Department: Purchasing
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Receive update on Electricity Procurement from Public Power Pool (P3)	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive presentation from David Quin, Program Manager with Texas Conference of Urban Counties, Public Power Pool ("P3") regarding new procurement proposal and rate projections.	
Background: Smith County is a member of Pubic Power Pool ("P3") through their membership with Texas Conference of Urban Counties (CUC). P3 procures electricity on behalf of the membership pool. By combining the buying power of the pool, P3 is able to secure better rates for electricity.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
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SUBMIT

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Agenda Item # _____



Smith County

Public Power Pool (P3)

*The largest aggregation in Texas
Competitively Bidding Power for the Public Sector*

David Quin, Program Manager

P3 members' combined 3-year load: 1,935,780 MWh

P3 members' combined annual spend: \$60 million

Number of member accounts: 3,300 +

Member savings to date: Over \$204.9m since 2002

P3 is a 501 c-4 non-profit political subdivision corporation created to save taxpayer dollars by procuring electricity in bulk, negotiating better contracts, and providing full account management. Membership is open to all political subdivisions in the deregulated areas of ERCOT.

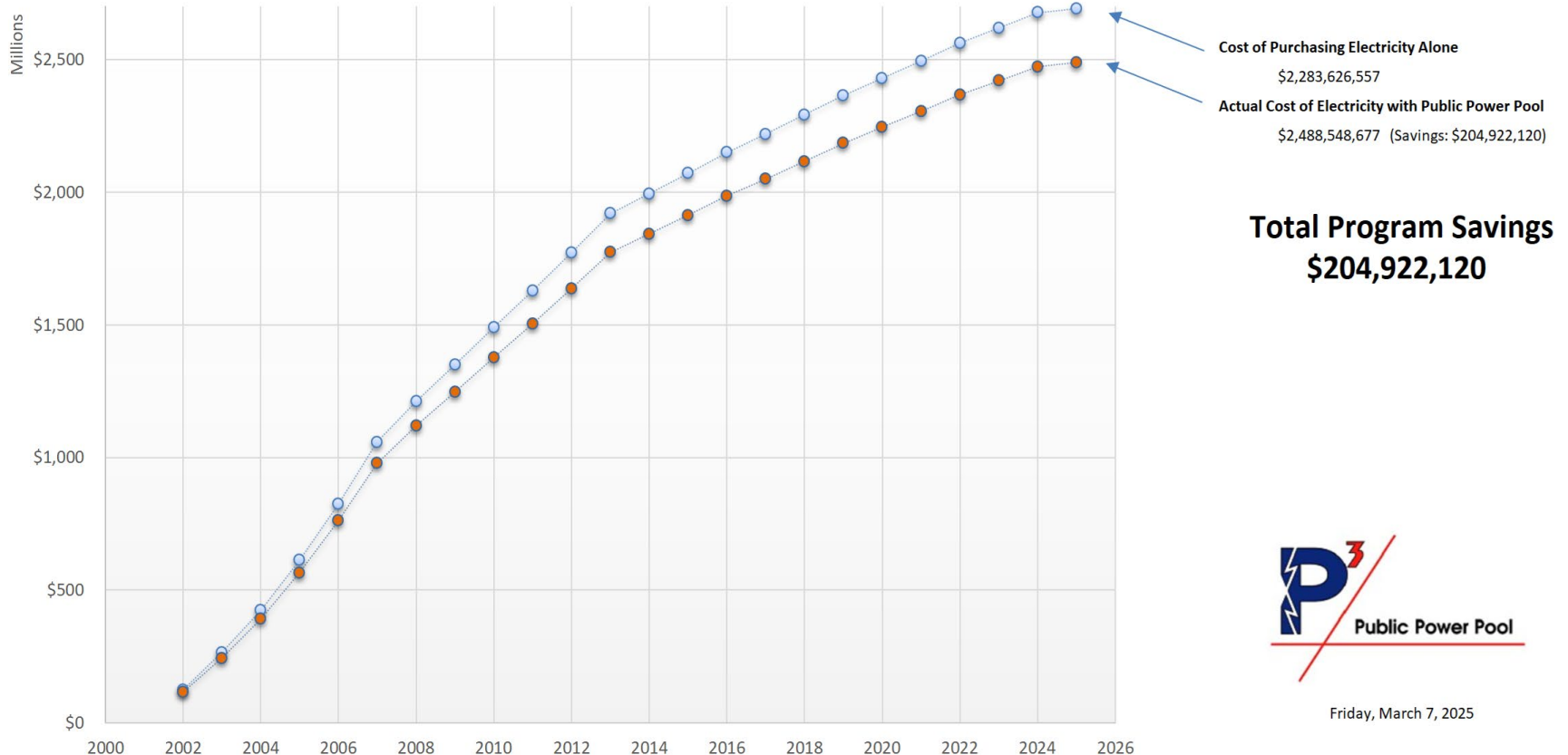
Public Power Pool: 99 Members 2023-25

Aransas County	Denton County	McLennan County
Bee County	Dickens County	Midland County
Bell County	Ector County	Midland CSCD
Bell County Appraisal District	Ector County Appraisal District	Mills Road MUD
Brazoria County	Falls County	North Central TX Council of Govts
Brewster County	Faulkey Gully MUD	North Mission Glen MUD
Calhoun County	Foard County	NTTA - North Texas Tollway Authority
Central Texas Council of Govts	Foard County Hospital District	Nottingham Country MUD
Chambers County	Fort Bend County MUD #25	Nueces County
Chelford City MUD	Fountainhead MUD	Nueces County MHID
Cherokee County	Freestone County	Prairielands Groundwater Cons. Dist.
Cinco MUD #7	Grand Mission MUD #1	Presidio County
City of Bedford	Greater Harris Co 911 Emergency Network	Rains County
City of Bryson	Green Trails MUD	Rockwall County
City of Cockrell Hill	Harris County Appraisal District	Rolling Creek MUD
City of Crowley	Harris Health System	Runnels County
City of Friendswood	Harris County MUDs #	San Patricio County
City of Haslet	11, 18, 23, 46, 102, 191, 222, 278, 361 & 383	Smith County
City of Hutchins	Heatherloch MUD	Somervell County
City of Jamaica Beach	Heart of Texas Region MHMR	Tarrant Appraisal District
City of Marfa	Howard County	Tarrant County
City of Santa Fe	Irion County	Tarrant County 911 District
City of Uvalde	Jack County	Tarrant County Hospital District
Collin County	Jackson County	Uvalde County
Cooke County	Jeff Davis County	Uvalde County – 38 th & 454 Judicial Dists.
Coryell County	Jim Hogg County	Van Zandt County
Crockett County	Johnson County	Wichita Appraisal District
Cypresswood Utility District	Johnson Co. Central Appraisal District	Williamson County
Dallas Central Appraisal District	Kaufman County	Wise County
Dallas County	Kleinwood MUD	Zapata County
	Mason Creek MUD	

P3's Record of Savings:

Members Saved \$204.9m against Market since 2002

P3 Program Performance

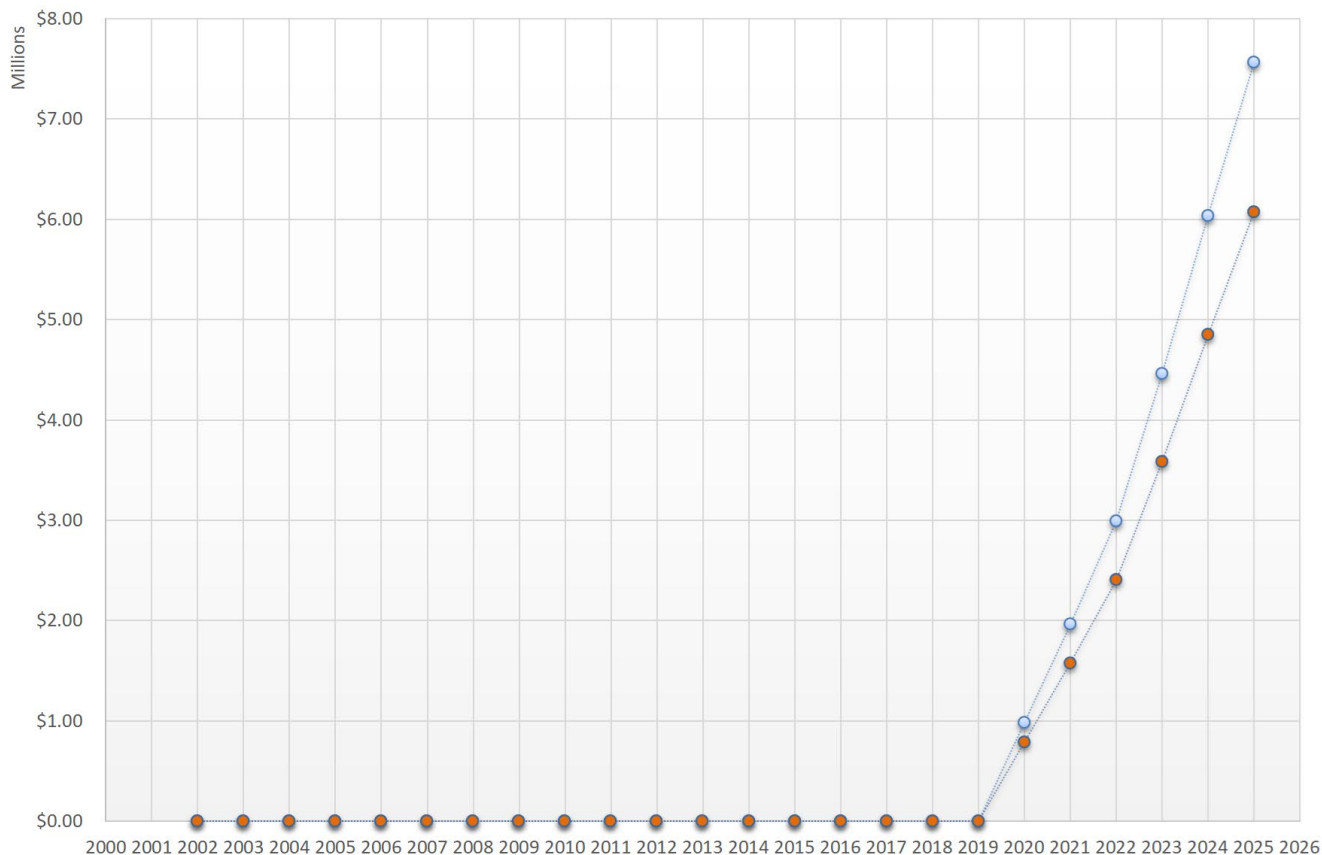


Friday, March 7, 2025

P3's Record of Savings:

Smith County Has Saved Over \$1.2m since 2019

Smith County Program Performance



Total Cost of Purchasing Electricity Alone
\$6,291,771

Actual Cost of Electricity with Public Power Pool
\$5,052,308

**Total Program Savings
\$1,239,463**



Wednesday, March 26, 2025

P3's "HB3693" Report Measures Annual Savings against PUC's "POLR average" Just in 2023, Smith County Saved Over \$555k

House Bill 3693 Report

Annual kWh Consumption and Total Expenditures

Smith County for year: 2023

<i>Month</i>	<i>Year</i>	<i>kWh Consumption</i>	<i>Total Spend</i>	<i>Savings</i>
January	2023	983,553	\$88,137.70	\$37,728.61
February	2023	1,005,540	\$89,832.63	\$38,554.29
March	2023	1,103,280	\$95,881.91	\$42,313.57
April	2023	1,082,394	\$93,888.71	\$41,498.85
May	2023	1,167,700	\$98,890.95	\$44,796.34
June	2023	1,417,586	\$115,824.64	\$54,401.89
July	2023	1,462,414	\$118,826.24	\$56,153.15
August	2023	1,458,791	\$119,701.04	\$56,021.14
September	2023	1,472,435	\$122,888.21	\$56,506.07
October	2023	1,190,801	\$103,622.63	\$45,659.64
November	2023	1,138,431	\$99,412.15	\$43,613.87
December	2023	988,134	\$88,419.49	\$37,861.50
		14,471,059	\$1,235,326.31	\$555,108.92

Report totals based on accounts in-program.

Total Spend is inclusive of contracted electricity costs, utility TDSP charges and any applicable fees and taxes.

Total Spend components are as reported from the third-party suppliers and utilities. If unavailable, the component costs are estimated based on contract rates and prevailing utility tariffs.

Savings are evaluated against the Provider of Last Resort (PoLR) benchmark, as reported to the Public Utility Commission of Texas.

P3's Procurement Process for the Group's Current Contract for 2023-25

- ✓ RFPs are sent to every retailer in Texas (140+ listed by PUC).
- ✓ A long-list of qualified suppliers is identified and vetted; P3's Technical Committee and Board of Directors approves our final short-list
- ✓ On-going negotiations secure the best possible contract provisions.
- ✓ Several rounds of indicative pricing test the market.
- ✓ Members review our target and ceiling rates before deciding whether to participate in the group's procurement.

Last time, executable bids from short-listed providers were presented to P3's Technical Committee and Board in October 2022. With only modest price benefit from a longer term, members agreed with us that a 3-year contract was best. P3's Board approved awarding to the lowest bid:

- ❖ *MP2 – Shell Energy Solutions, for a fixed weighted 3-year (2023-25) average price for Smith County of **\$5.64 cents/kWh** for a total spend (energy + delivery + taxes + fees) of **\$1,281,184 in FY25***

Smith County's FY25 Budget Report



Forward Budget Report Smith County

Total Cost by Term				Cost Split		Price History	
Term	Supplier Cost	Total Cost	Change			Cycle	Average Rate
2024-10 to 2025-09	\$826,135	\$1,281,184				2009-13:	
						2014-16:	
						2017-19:	
						2020-22:	\$0.0325 /kWh
						2023-25:	\$0.0564 /kWh

Month / Year	kW Demand	kWh Usage	Commodity Rate \$/kWh	Commodity Cost	Nodal & Reg. Costs	Aggregation Cost	Utility and Taxes	Total Cost
Oct 2024	2,210	996,056	\$0.0564	\$56,298	\$1,195	\$986	\$28,456	\$86,935
Nov 2024	2,385	1,075,444	\$0.0564	\$60,775	\$1,377	\$1,065	\$30,704	\$93,920
Dec 2024	2,444	1,100,044	\$0.0564	\$62,162	\$1,848	\$1,089	\$31,400	\$96,500
Jan 2025	2,199	998,466	\$0.0564	\$56,434	\$1,917	\$988	\$28,525	\$87,865
Feb 2025	2,157	979,118	\$0.0564	\$55,343	\$2,037	\$969	\$27,977	\$86,326
Mar 2025	2,529	1,147,114	\$0.0564	\$64,817	\$1,468	\$1,136	\$32,734	\$100,154
Apr 2025	2,937	1,333,268	\$0.0564	\$75,314	\$1,493	\$1,320	\$38,005	\$116,132
May 2025	2,870	1,301,949	\$0.0564	\$73,548	\$1,562	\$1,289	\$37,118	\$113,517
Jun 2025	3,069	1,394,301	\$0.0564	\$78,756	\$2,231	\$1,380	\$39,733	\$122,100
Jul 2025	3,207	1,456,641	\$0.0564	\$82,272	\$2,913	\$1,442	\$41,498	\$128,125
Aug 2025	3,177	1,442,867	\$0.0564	\$81,495	\$3,001	\$1,428	\$41,108	\$127,033
Sep 2025	3,078	1,397,199	\$0.0564	\$78,920	\$2,459	\$1,383	\$39,815	\$122,577
Year 2024	2,689	14,622,467	\$0.0564	\$826,135	\$23,502	\$14,476	\$417,071	\$1,281,184
Grand Total	2,689	14,622,467	\$0.0564	\$826,135	\$23,502	\$14,476	\$417,071	\$1,281,184

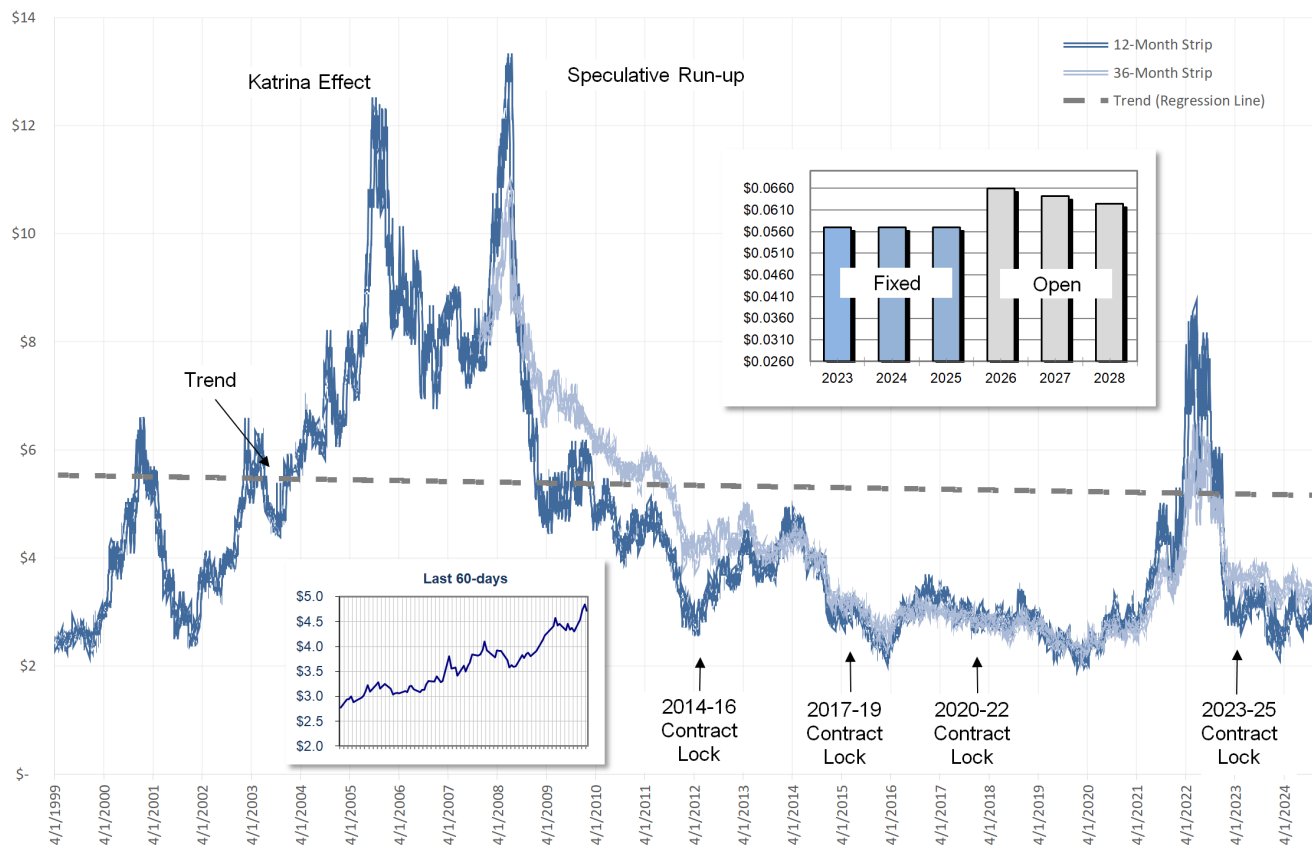
Forward budget totals are based on accounts in-program and forecasted kWh consumption under contract. Actual consumption will vary.

"Commodity" values reflect all deregulated costs: commodity, ancillaries, nodal congestion (unless otherwise noted), per account fees and margin. "Utility and Taxes" values include: utility TDSP charges, utility line losses, GRT and PUC fees (if applicable) and any applicable taxes.

The Historic Pricing Curve in ERCOT

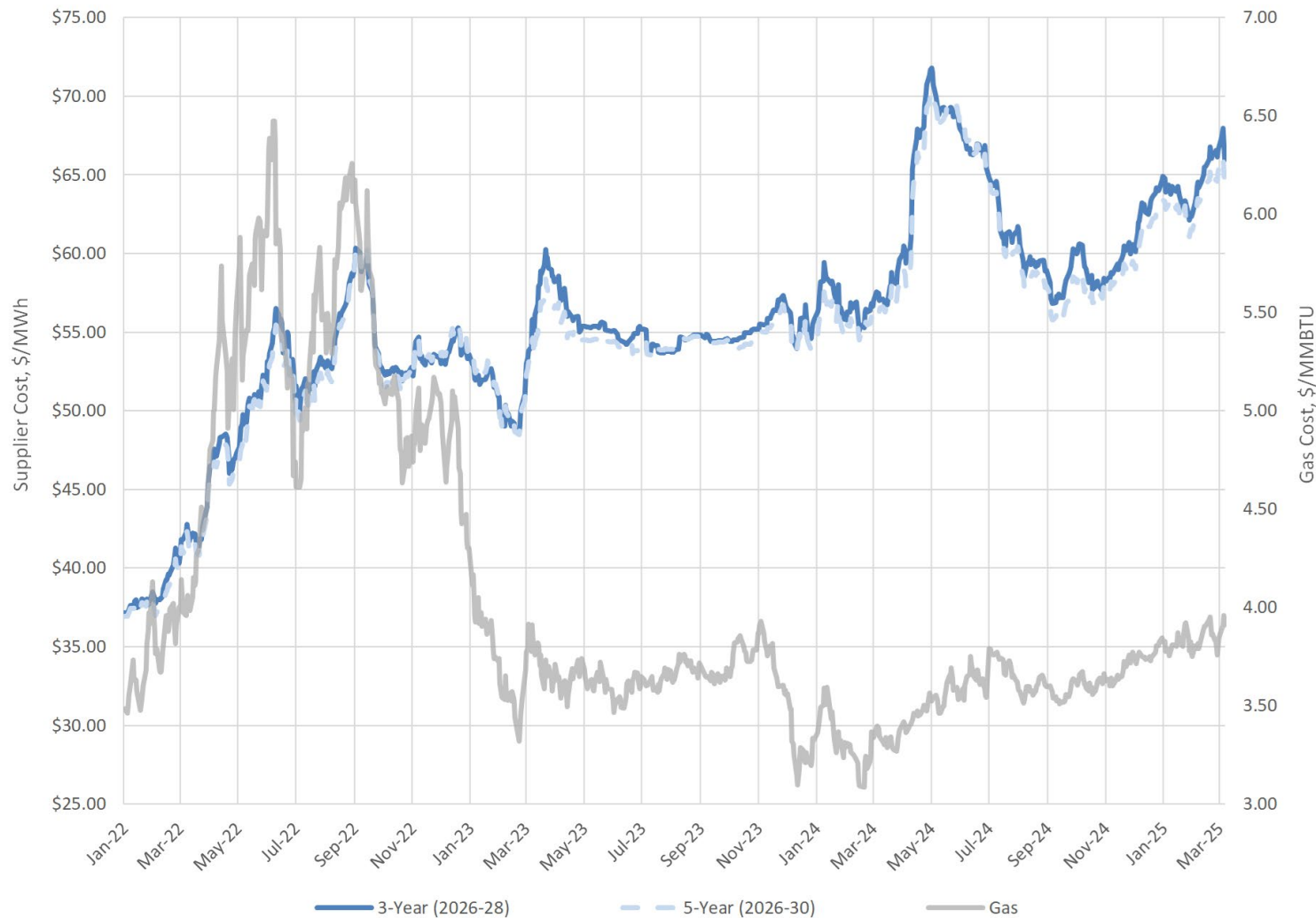
- ❖ Since last spring's price run-up, markets fell steadily on weak LMP prices, solid renewables' performance and increased storage.
- ❖ Potential electric demand, global uncertainty and cold weather flattened prices.
- ❖ 3- & 5-year forward prices have come down from last summer's highs but show continued support at the 6-cent level, the high end of our expected range.

NATURAL GAS HENRY HUB 12-MONTH STRIP & ERCOT ELECTRICITY FORWARDS



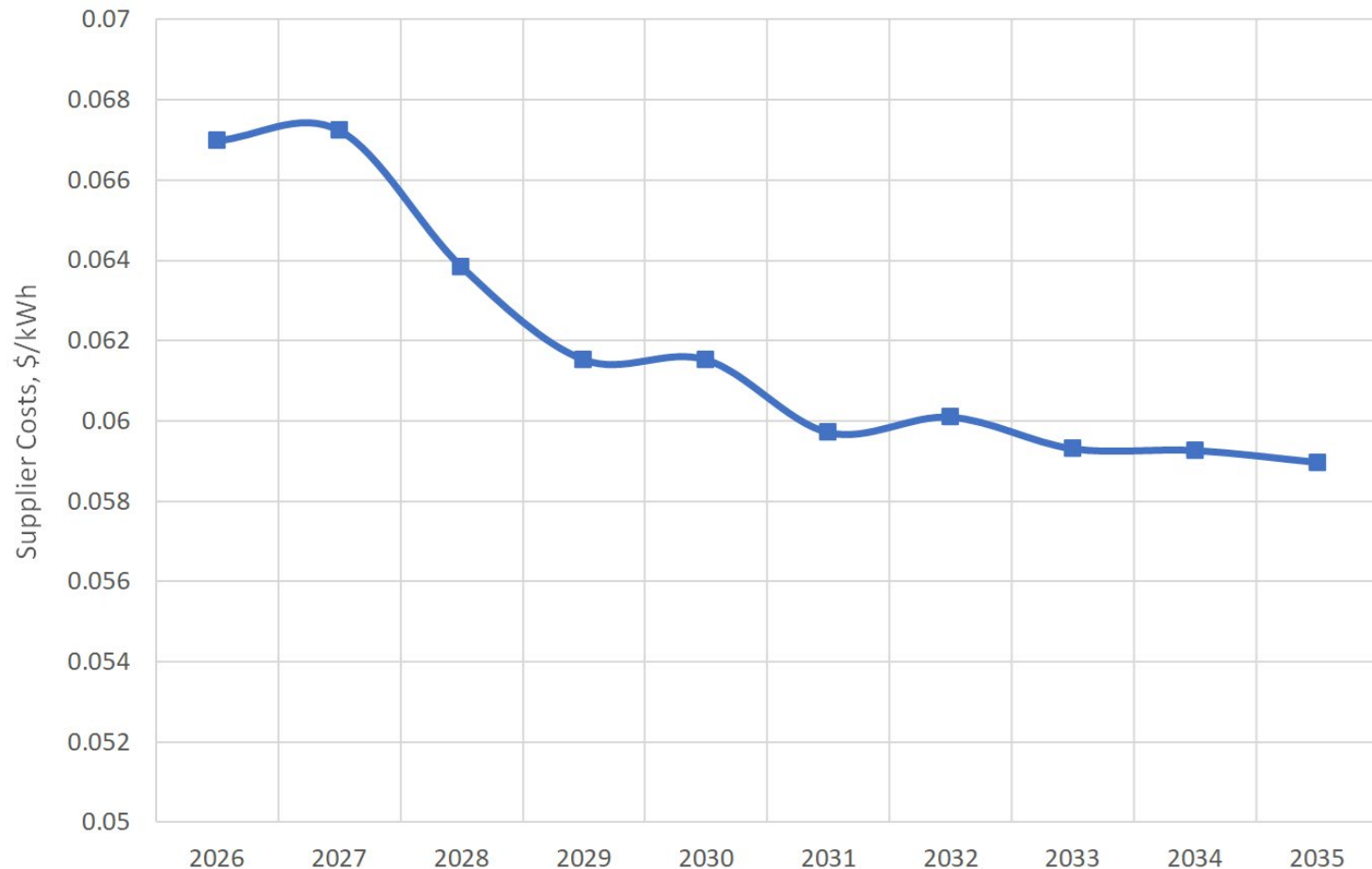
The Current Forward Pricing Curve

ERCOT Forward Pricing, 3 & 5-Year beginning 2026



The Current Forward Pricing Curve North Zone, 2026-34

ERCOT North Zone, Retail Delivered



P3's 2025 Procurement Strategy for the Group's Next Contract Beginning 2026

*Balancing the reality of purchasing in an elevated market while
enabling us to capture reductions if the market corrects*

- ✓ *The same RFP procedure will be used as before: every retailer is contacted and a list of qualified suppliers is approved by our Tech Committee & Board.*
- ✓ *On-going negotiations will secure the best possible contract provisions; several rounds of indicative pricing will test the market.*
- ✓ *Members have 45 days to review our rates and decide whether to participate.*
- ❖ *In the early years (eg 2026, 2027) our Ceiling Rates are set high to ensure a likelihood of execution given the limited time available prior to delivery.*
- ❖ *In later years, our Ceiling Rates rapidly decline, ensuring the market yields an advantageous price prior to extending the term.*
- ❖ *Should the market drop below the Ceiling Rate for the next open calendar year, that year will be purchased and the contract extends one more year.*
- ❖ *While the contract has the potential to last ten years, if the next open price is not locked at least 12-months prior to delivery, the contract ends and a new procurement process will be initiated for member review and acceptance.*

Why P3 is Your Best Option for Purchasing Power

- 1 We negotiate bulk discounts unavailable to individual entities.
 - Our combined flattened load reduces supplier risk, producing discounted rates and competitive bids from eager retailers.
 - *If P3 members bought individually, they would pay 1/3 – 1/2 cent/kWh more.*
- 2 We originate contracts that are the most member-friendly in the business.
 - The needs of our members, rather than the interests of retailers, always come first.
- 3 We provide customized support to staff.
 - From expertly-managed RFPs & procurements to daily account adds & deletes, monthly bill checks, annual audits, forward budgets & HB3693 reports, we do the work so you can plan.
- 4 Our transparent aggregation fee of 99 cents/MWh is the lowest in the business.
 - By sharing energy expertise, legal counsel, operating expenses, account management, members receive a premium suite of services without paying a premium.
 - *Typical broker fees are \$3 - \$5 / MWh -- up to five times more than P3's. Plus, many brokers "double-dip" by taking a commission from retailers to bring them business.*
- 5 We are a non-profit owned and operated by our members.
 - Unlike brokers, we take no commission from retailers; only the best and lowest bid wins.
 - We have awarded contracts to nine different retailers since the program began in 2022.
 - We work only for you; P3 members own our financial reserves and govern the group.

Public Power Pool Board of Directors

Hon. Clay Lewis Jenkins

Judge, Dallas County

Hon. Bobby Gallana

Commissioner, Rockwall County

Hon. Will Jones

Commissioner, McLennan County

Mr. Chandler Merritt

County Administrator, Tarrant County

Mr. John Prewitt

Director, Faulkey Gully MUD

Public Power Pool Staff

John Dahill – Executive Director

David Quin – Program Manager

Lori Scarmardo – Program Administrator

Brandon Fowler and Stephen Parr – Energy Experts

Tel: 512.233.5780 Web: www.publicpowerpool.org

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**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 3/26/2025	Submitted by: Christina Haney for Brandon Moore
Meeting Date: 4/01/2025	Department: Emergency Management
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award 15-25 Multi Jurisdictional Mitigation Plan	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to award a contract for 15-25 Multi-Jurisdictional Mitigation Action Plan and authorize the County Judge to sign all related documentation.	
Background: On 1/6/25 - CC authorized Purchasing to advertise, solicit, and receive sealed proposals for RFP-15-25 Smith County Multi-Jurisdictional Mitigation Action Plan.	
Financial and Operational Impact: This grant is a reimbursement grant up to \$100,000, provided from the General Land Office.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email:
Name: Christina Haney	Email:
Name:	Email:
Name:	Email:

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RFP 15-25 HAZARD MITIGATION ACTION PLAN UPDATE

This was a sealed competitive proposal process with the following weighed evaluation criteria:

- a. QUALIFICATIONS AND EXPERIENCE OF THE RESPONDENT AND TEAM– 35%
- b. REFERENCES AND RECOMMENDATIONS– 15%
- c. COMPLETION TIMELINE– 10%
- d. RFP INSTRUCTION COMPLIANCE FORMS– 15%
- e. FEE/PRICE – 25%

H20 offers the best value for Smith County based upon the published weighted criteria.

CONTRACTOR	SCORE
H20 PARTNERS	95
GRANTWORKS	81

We recommend awarding the contract for RFP 15-25 HAZARD MITIGATION ACTION PLAN UPDATE to H20 Partners in the amount of \$95,420.00.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("AGREEMENT"), dated March 27, 2025 is entered into by and between **H2O Partners, Inc.**, 1515 S. Capital of Texas Hwy, Suite 305, Austin, TX 78746, a corporation formed under the laws of the State of Texas (hereinafter referred to as "CONSULTANT") and Smith County, Texas, 200 E. Ferguson, Suite 100, Tyler, Texas 75702, hereinafter referred to as ("CLIENT").

WITNESSETH

WHEREAS, CLIENT intends to develop a Federal Emergency Management Agency (FEMA)-approved Local Hazard Mitigation Action Plan (HMAP) for Smith County, Texas.

WHEREAS, CLIENT intends for CONSULTANT to develop the HMAP; and

WHEREAS, CONSULTANT agrees to provide all technical and professional expertise, knowledge, management, and other resources required for developing the HMAP.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

1. Responsibilities; Services and Duties

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and plan consulting services (hereinafter "SERVICES") furnished by the CONSULTANT in strict accordance with the terms, covenants, and conditions of this AGREEMENT and all applicable Federal, State, and local laws, rules, and regulations.
- B. CLIENT approval of PROJECT DOCUMENTS, services, and incidental consulting services shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy of the consulting services performed.
- C. CONSULTANT and CLIENT shall negotiate mutually agreeable terms and compensation for completing additional services beyond those stated in the AGREEMENT, should the need arise.
- D. CLIENT's Contract Manager will be responsible for exercising general oversight of CONSULTANT's activities in completing SERVICES stated in the

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT. The CLIENT's Contract Manager shall give the CONSULTANT timely feedback on the acceptability of progress.

- E. CONSULTANT's Contract Manager for this engagement shall be Heather Ferrara; Phone: 205-586-6616; Email: heather@h2opartnersusa.com.

CLIENTS's Primary Point of Contact (POC) for the engagement shall be

Smith County Emergency Management Coordinator
Smith County Fire Marshal's Office
11325 Spur 248, Tyler, Texas 75707
903-590-2649
BMoore2@smith-county.com

2. Scope of Services-Consultant

- A. CONSULTANT will conduct a total of three workshops and three public meetings. A Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, will be scheduled with the CLIENT.
- B. CONSULTANT will facilitate the development of a hazard mitigation planning committee and develop a detailed tracking contract sheet for the management of documents requested.
- C. CONSULTANT will develop all meeting and workshop notices and materials.
- D. CONSULTANT will develop and distribute capability assessments to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- E. CONSULTANT shall develop a format for the HMAP.
- F. CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- G. CONSULTANT will conduct a new analysis and risk and vulnerability assessment for the HMAP.
- H. CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
- I. CONSULTANT will conduct a Mitigation Action Workshop to identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.

- J. CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
- K. CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- L. CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
- M. CONSULTANT will revise the HMAP as necessary and submit a draft to Texas Division of Emergency Management ("TDEM"), following the receipt of comments and revisions from CLIENT.
- N. CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- O. Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
- P. After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.

3. Scope of Services-Client

- A. CLIENT will render services inclusive of the following:
 - 1) Providing contact information for department heads and other potential Planning Team Members and sending out notices that have been provided to CLIENT by CONSULTANT regarding upcoming meetings.
 - 2) Establishing dates of all meetings and workshops and the location for the public meetings to follow.
 - 3) In conjunction with CONSULTANT, compiling a list of stakeholders interested in the HMAP and providing notice of meetings to said stakeholders.
 - 4) Advertising all public and stakeholder meetings for the HMAP on CLIENT's website or in the legal notice section of local newspapers.
 - 5) Furnishing or making available a projector and screen for PowerPoint presentations at each meeting, or notifying CONSULTANT if a projector and/or screen will not be available.
 - 6) Assisting the CONSULTANT by placing at their disposal all available pertinent data for the HMAP, including the following:
 - i. GIS data (if available);
 - ii. Information on past mitigation or grant projects, including date, amount and completion notes; and
 - iii. Current National Flood Insurance Program (NFIP) status.

PROFESSIONAL SERVICES AGREEMENT

- 7) Examining documents submitted by the CONSULTANT and rendering a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT's SERVICES.
- B. CLIENT shall be responsible for the formal adoption of the HMAP once approved by FEMA, by way of a resolution. If requested, a sample resolution will be provided by CONSULTANT.
- C. The services, information, and reports required by this Section, inclusive, shall be furnished at the CLIENT'S expense, and the CLIENT will use its best efforts to apprise the CONSULTANT of any inaccuracies or inconsistencies in the information provided.
- D. CLIENT shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices, collecting all in-kind documentation from participating jurisdictions; and preparing files for project closeout.

4. Time of Performance

- A. CONSULTANT agrees to begin work on the day of execution of this AGREEMENT and continue work until final FEMA approval of the HMAP.
- B. This AGREEMENT may be extended upon the execution of an additional written Letter of Agreement signed by CONSULTANT and CLIENT.
- C. CONSULTANT may modify the time of performance upon written approval from CLIENT.
- D. Termination of the AGREEMENT by CLIENT releases CONSULTANT from all obligations subsequent to the point of termination, and the CONSULTANT shall immediately deliver to CLIENT all material and products completed or in progress.

5. Incorporation of Documents and Exhibit

- A. The parties agree that the documents and exhibits listed and provided below are and shall for all purposes hereby be fully incorporated into this AGREEMENT.
 - a. Exhibit A – Standard Terms & Conditions
 - b. Exhibit B – FEMA Contract Provisions Guide
 - c. Exhibit C – FEMA Procurement Contract Provision Template
 - d. Exhibit D – Smith County RFP# 15-25
 - e. Exhibit E – H2O Partners, Response dated February 26, 2025

6. Compensation

PROFESSIONAL SERVICES AGREEMENT

- A. For and in consideration of SERVICES, CLIENT shall pay, and the CONSULTANT shall receive, compensation as hereinafter set forth. All remittance by the CLIENT for such compensation shall either be mailed or delivered to the CONSULTANT's office as identified in Section 15, "Notices."
- B. CONSULTANT shall be paid a fixed fee, not-to-exceed amount \$95,420.00 in consideration for the services to be performed under this AGREEMENT.
- C. In addition to the amount listed in Section 6.B. above, pursuant to CONSULTANT'S response to RFP# 15-25 (Exhibit E), CLIENT may at its sole discretion include additional entities not listed within Section 18 of this Agreement, for an amount not to exceed \$4,500.00 per additional entity. Further, CLIENT may at its sole discretion include additional services as referenced in Exhibit E.

7. Payment

- A. In accordance with the General Land Office (GLO) Local Hazard Mitigation Plans Program (LHMPP) grant awarded to CLIENT, CONSULTANT will be compensated in three (3) installments based on the completion of required benchmarks established by the Texas General Land Office. These benchmarks are:
 - Benchmark 1: Payment not to exceed 25% of the total contract amount. This installment will be issued upon submission of the preliminary draft plan and the in-house work plan.-
 - Benchmark 2: Payment not to exceed 75% of the total contract amount (cumulative). This installment will be issued upon submission of documentation demonstrating the Texas Division of Emergency Management's (TDEM) receipt of the draft Hazard Mitigation Plan (HMP) and FEMA's "Approval Pending Adoption" (APA) status letter.
 - Benchmark 3: Payment not to exceed 100% of the total contract amount (cumulative). This installment will be issued upon submission of FEMA's "Approved PendingPromulgation" (APP) status letter and documentation of the HMP's formal adoption.
- B. CLIENT shall pay CONSULTANT for services rendered no later than 30 days from receipt of invoice. If CLIENT objects to any itemized entries on an invoice, CLIENT will promptly notify CONSULTANT of the objection(s) and payment for those specific entries may be delayed until the objection(s) are resolved.

8. Independent Contractor

The services performed hereunder by the CONSULTANT shall be subject to CLIENT'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the CONSULTANT. In the performance of services hereunder, CONSULTANT shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of CONSULTANT or its subcontractor, and not employees of the CLIENT.

9. Laws and Ordinances

- A. CONSULTANT shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority, which in any manner affect this AGREEMENT or the HMAP.
- B. CONSULTANT agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, genetic information, or any other legally protected category.
- C. CONSULTANT agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CONSULTANT agrees that the indemnification provisions of Section 9 "Indemnification and Insurance" encompass any failure by the CONSULTANT to comply with this article.

10. Indemnification and Insurance

- A. CONSULTANT agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this AGREEMENT on account of CONSULTANT's negligence or willful misconduct (or the negligence or willful misconduct of any of their respective affiliates), to the extent not caused by the fault of CLIENT. CONSULTANT further agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages alleged by CONSULTANT'S employees, contractors, subcontractors and representatives relating to the work performed under this AGREEMENT.
- B. CONSULTANT warrants that it maintains 1) general liability insurance and 2) workers' compensation insurance on all of its employees.

11. Assignment

Neither this AGREEMENT, nor any right, privilege or cause of action arising hereunder, may be assigned by CONSULTANT in whole or in part for any purpose and whether in settlement of litigation or not, and any purported assignment shall be null, void and unenforceable without the written consent of the CLIENT. The CLIENT

and the CONSULTANT each binds itself and its successors and assigns to the other party with respect to all covenants of this AGREEMENT.

12. Termination

- A. CLIENT may terminate this AGREEMENT, or any portion of it, by serving a notice of termination on the CONSULTANT, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of CLIENT or for default of the CONSULTANT.
- B. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the AGREEMENT and identify a reasonable time period for the CONSULTANT to cure such default, or provide evidence sufficient to prove to the CLIENT's reasonable satisfaction that such default does not, in fact, exist.
- C. If the termination is for the convenience of CLIENT, the CONSULTANT shall be paid its costs up to the time of notice to stop work is received.

13. Acceptance of Incomplete or Non-Conforming Deliverables

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the CLIENT prefers to accept it, the CLIENT may do so. If any such acceptance occurs prior to final payment, the CLIENT and CONSULTANT may agree upon the amount to be deducted to compensate the CLIENT for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the CLIENT by the CONSULTANT.

14. Dispute Resolution

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the CLIENT and the CONSULTANT shall agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CLIENT and the CONSULTANT will share the costs of mediation equally.

15. Modifications

This AGREEMENT may be modified or amended if approved, in writing by both parties. No pre-printed or similar terms on any the CONSULTANT invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

16. Notices

- A. All notices and communications under this AGREEMENT to be delivered to the CLIENT shall be sent to the address of the CLIENT as follows, unless and until the CONSULTANT is otherwise notified:

Smith County Judge
200 E. Ferguson, Suite 100,
Tyler, Texas 75702
903-590-4625
nfranklin@smith-county.com

With Copy to:
Smith County Criminal District Attorney
Civil Division
200 E. Ferguson, Suite 211
Tyler, Texas 75702
903-590-4631
twilson@smith-county.com

- B. All notices and communications under this AGREEMENT to be delivered to the CONSULTANT shall be sent to the address of the CONSULTANT as follows, unless and until the CLIENT is otherwise notified:

PROFESSIONAL SERVICES AGREEMENT

H2O Partners, Inc.
1515 S. Capital of Texas Hwy, Suite 305
Austin, TX 78746
Attn: Heather Ferrara
heather@h2opartnersusa.com

17. Legal Construction

- A. The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas for all purposes and the parties further agree that venue for any action brought hereunder shall be exclusively in Smith County, Texas.
- B. In case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. This AGREEMENT contains the entire understanding between the parties and supersedes all prior agreements, oral representations and understandings. This Agreement may not be changed except by a written agreement signed by both parties. The persons signing this AGREEMENT warrant and represent that they have read and understood this AGREEMENT and are authorized to sign it on behalf of each party.

18. Exclusions

- A. EXCLUSIONS AND ASSUMPTIONS in addition to Smith County, Texas, the HMAP will include the City of Arp, City of Bullard, City of Hideaway, City of Lindale, City of New Chapel Hill, City of Noonday, City of Troup, City of Tyler, City of Whitehouse, City of Winona, Emergency Services District 1, Emergency Services District 2, and Tyler ISD.
- B. If additional communities or entities join the HMAP effort, as participating Planning Team Members, this AGREEMENT will be modified to reflect updated participating members and compensation.

(The remainder of this page is left intentionally blank)

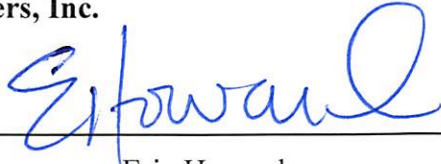
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the day and year first above written.

H2O Partners, Inc.

Smith County, Texas

BY: _____



NAME: _____

Eric Howard

TITLE: _____

Executive Vice President

DATE: _____

March 27, 2025

BY: _____

NAME: _____

TITLE: _____

DATE: _____

4

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: MARCH 25 1, 2025	Submitted by: FRANK DAVIS
Meeting Date: APRIL 1, 2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Road Improvements - Acceptance of Project	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to accept the completion of the construction contract for Road Improvements to CR 129, authorize the County Judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.	
Background: The Road and Bridge Department is requesting The Commissioners Court to accept the completion of RB-07-25, Roadway Improvements to CR 129 (FM 756 to CR 113), as performed by Texana Land & Asphalt, Inc. The contract was awarded in the bid amount of \$576,758.60. The final construction cost is in the amount of \$570,948.30, resulting in an overrun of \$5,810.30. Paving improvements were made to a total of 1.951 miles of county roadways.	
Financial and Operational Impact: Underrun amount of awarded contract is \$5,810.30	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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 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 # _____

RECONCILIATION CHANGE ORDER

PROJECT NAME: ROADWAY IMPROVEMENTS TO CR 129 (FM 756 TO CR 113)
 CONTRACTOR: TEXANA LAND & ASPHALT
 ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
 PHONE NO.: 903-243-3409

DATE: 24-Mar-25
 PROJECT: RB-07-25

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
100	PREPARE ROW	STA	103.00	103.00	0.00	\$ 20.00	\$ -
134	BACKFILL PVMT EDGE (TY B)	STA	103.00	103.00	0.00	\$ 60.00	\$ -
150	BLADING FOR DITCH MAINTENANCE	HR	10.00	4.00	(6.00)	\$ 80.00	\$ (480.00)
251	RWK BS MTL (TY D)(ORD COMP)(8 IN)	SY	26,330.00	26,330.00	0.00	\$ 1.85	\$ -
275-A	CEMENT (3.0%)(20 LBS/SY)	TON	250.00	252.52	2.52	\$ 250.00	\$ 630.00
275-B	CEMENT TREAT (EXIST MATL)(8 IN)	SY	26,330.00	26,330.00	0.00	\$ 2.00	\$ -
310	PRIME COAT (.30 GAL/SY)(9044 SY)	GAL	4,800.00		(4,800.00)	\$ 0.01	\$ (48.00)
340	D-GR HMA TY-D (SURF)	TON	2,880.00	2,915.65	35.65	\$ 135.00	\$ 4,812.75
560	MAILBOX - TEMP RELOCATE & RE-INSTALL	EA	10.00	5.00	(5.00)	\$ 0.01	\$ (0.05)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.000	0.285	(0.715)	\$ 15,000.00	\$ (10,725.00)
SUB-TOTAL: CR 336 ROADWAY IMPROVEMENTS							\$ (5,810.30)

Original Contract Total	\$576,758.60
Amount of Approved Change Orders	\$0.00
Adjusted Contract Amount	\$576,758.60
Increase/Decrease Amount in Original Contract Quantities	\$ (5,810.30)
Increase/Decrease Amount of Approved Change Orders	\$0.00
Materials on Hand	\$0.00
TOTAL AMOUNT THIS CHANGE ORDER	(\$5,810.30)

FINAL CONTRACT TOTAL **\$570,948.30**

This Document will become a supplement to the contract and all provisions will apply hereto.

**RECOMMENDED
FOR APPROVAL:**

County Engineer Date

ACCEPTED:

Contractor Date

ACCEPTED:

County Judge Date

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/25/2025	Submitted by: Jennafer Bell
Meeting Date: 4/1/2025	Department: Tax Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Tax Refund	
Agenda Category: <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	
Agenda Wording: 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.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Gary Barber	Email: gbarber@smith-county.com
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:

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 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) Landmark Title Inc.
ACCT # (S) 1-800-50-0004-00-110000
REASON: ☒ Excessive Payment
☐ Duplicate Payment
☐ Erroneous Payment

TAXING UNIT AND AMOUNT OF REFUND TO BE APPROVED

<input type="checkbox"/> Smith County	\$ <u>3863.38</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

3-20-2025
DATE PREPARED

For Taxing Unit Use

☐ Approved ☐ Rejected ☐ Other _____

Governing Body Representative Date Item#

Handwritten initials



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

Original Receipt

Property Account Number:

Statement Date: 03/19/2025
Owner: MAUCH LARRY & TINA
Mailing Address:

Property Location:
Acres: 0
Legal: LOT 110,111

Receipt #: 13340354

Deposit #: 202503193264-2024/dalvarado@sm

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	SMITH CO EMER SERV#2	\$85,000.00	0.070364	03/19/2025	\$59.81	\$5.39
2024	SMITH COUNTY	\$85,000.00	0.364231	03/19/2025	\$309.60	\$27.86
2024	TYLER I.S.D.	\$85,000.00	0.910000	03/19/2025	\$773.50	\$69.62
2024	SMITH COUNTY	\$85,000.00	0.910000	03/19/2025	\$0.00	\$0.00

BASE TAX \$1,142.91

PENALTY & INTEREST \$102.87

TOTAL PAID \$1,245.78

OVERPAYMENT \$3,863.38 -CR

Remitted By: LANDMARK TITLE INC
GF#258799
4595 KINSEY DRIVE
TYLER TX 75703

Payment Type: CHECK
Check #: 239163

Remaining Amount Due As of 03/19/2025
0.00

Receipt 2024 Tax Year
03/19/2025

LANDMARK TITLE INC
GF#258799
4595 KINSEY DRIVE
TYLER TX 75703



LANDMARK TITLE, INC.

The closing authority

ESCROW ACCOUNT
4595 KINSEY DRIVE
TYLER, TX 75703

GF #: 258799 Mauch

TEXAS NATIONAL BANK
TYLER, TX 75703
(903) 944-7840
www.txnationalbank.com

239163

PAY Five Thousand One Hundred Nine and 16/100

DATE
03/18/2025

AMOUNT
5,109.16

TO THE
ORDER OF

SMITH COUNTY TAX OFFICE
P O BOX 2011
TYLER, TX 75710-2011

VOID AFTER 90 DAYS

LANDMARK TITLE, INC.
ESCROW ACCOUNT

Check Date: 03/18/2025

\$5,109.16

PAYEE: SMITH COUNTY TAX OFFICE
SELLER:
BUYER: Larry Edward Mauch, Jr. aka Larry Mauch

Line Items
H01

Description

Amount
\$5,109.16

Account Code



Gary B. Barber
Smith County Tax Office
P.O. Box 2011
Tyler, TX 75710-2011
903-590-2920

2024+ Tax Statement

Property Account Number:

Statement Date: 03/19/2025
Owner: MAUCH LARRY & TINA
Mailing Address:

Property Location:
Acres: 0
Legal Description:
Appraisal Dist. Num: R085263

Exemptions:

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	
82,120	2,880	0	0	0	
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
SMITH CO EMER SERV#2		0	85,000	0.070364	59.81
SMITH COUNTY		0	85,000	0.364231	309.60
TYLER I.S.D.		0	85,000	0.910000	773.50
				TOTAL BASE TAX	1,142.91

PENALTY & INTEREST 102.87

Total Amount Due 1,245.78

Landmark paid from
October statement
new amount JE done 3/19
value change.

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE SMITH COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE SMITH COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$102.91.

rfeuerhelm@lmarktitle.com

↓ Detach ↓
Return With Payment

2024 +Tax Statement
03/19/2025

R085263

MAUCH LARRY & TINA



Property Account Number

Total Amount Due \$1,245.78

IF PAID IN	AMOUNT DUE
APR	1,268.63
MAY	1,291.48
JUN	1,314.35
JUL	1,596.58
AUG	1,610.10
	1,623.63

Please Make Checks Payable To:
Gary B. Barber

2024 00000174553 0000124578 0000126863 0000129148 0000131435 C 001

6

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 03/25/25	Submitted by: Don Bell
Meeting Date: 4/1/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Smith County Information Technology Security and Acceptable Use Policy	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to approve the Smith County Information Technology Security and Acceptable Use Policy and authorize the County Judge to sign all related documentation.	
Background: This agenda item is to create the Information Technology Security and Acceptable Use Policy for employees and volunteers with computer access and provide the necessary controls, processes and procedures to comply with the security requirements of our Cybersecurity Insurance policy and for general operations and security management. The policy is subject to change as technology advances. This is an internal IT policy for the county that codifies the requirements for employees in the use of computer equipment at the county and provides authorizations for the removal of services provided to an employee for non-compliance at the discretion of the IT Department.	
Financial and Operational Impact: none	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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 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
Information Technology
Security and Acceptable Use Policy**

Document History

<i>Date Revised</i>	<i>Version Number</i>	<i>Revised By</i>	<i>Reason for Changes</i>
04/01/25	1.0		Original Issue

Approval Signature History

<i>Date</i>	<i>Version Number</i>	<i>Name</i>	<i>Title</i>
	1.0		
	2.0		

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Purpose of Information Technology (IT) Security and Acceptable Use Policy (the “Policy”)

Information Security is the process of protecting an organization’s computer equipment, systems, applications (collectively “Assets”), and data (“Data”) from illegal or unauthorized transfer, use, disclosure, destruction, modification, or other compromise, and to ensure confidentiality, integrity and availability of applications, systems and data processed in the systems.

Smith County (“County”) considers the security of its Assets and data to be of vital importance and has adopted this Information Technology Security and Acceptable Use Policy (“Policy”) for implementation throughout the County.

This Policy applies to all technology related Assets, and Data owned by, leased by, administered by, or on behalf of the County. Compliance with this Policy by all Smith County employees, contractors, consultants, temporary employees, and other workers (collectively, “Users”) is mandatory.

The purpose of this Policy is to outline the acceptable use of County Assets and the protection of its Data. The rules outlined in this Policy are stated to protect the County and its Users from inappropriate use that could expose the County to risks including cyberattacks, compromise of systems and services, business disruption, financial loss, reputational damages, and/or legal issues.

Additional Policy definitions can be found on the following page.

Role of Information Technology Management

The individuals, groups and departments that are assigned specific responsibilities in this Policy or any underlying standards, policies, or procedures, are responsible for (1) developing, updating and implementing standards, policies, and/or procedures that support this Policy, if appropriate, (2) developing and administering training on this Policy, if appropriate, and (3) assigning personnel and providing other resources as necessary to comply with this Policy and any related standards, policies, and/or procedures, if appropriate.

Policy Definitions

The following are terms that will be referenced throughout this Policy:

1. **“Asset”**: All technology related equipment, on-premises software, cloud applications, network systems, IoT (Internet of Things) device, hardware or technology environments owned by, leased by, administered by, connected, processed, held, and/or on behalf of the County.
2. **“BYOD” (Bring Your Own Device)**: Any computer, tablet, phone, or other mobile device personally owned but used for legitimate business purposes for the County.
3. **“County”**: Smith County and any subsidiaries under this entity.
4. **“Data”**: Any information in any form, owned by, leased by, administered by, processed, held, and/or on behalf of the County.
5. **“Environment”**: Any network, software, application, system, device, or other technology used to store, process, or administer County Data or transactions related to the County.
6. **“Policy”**: Smith County Information Technology (IT) Security and Acceptable Use Policy
7. **“User”**: Any individual working on behalf of the County who has been granted access to County Assets and/or Data.
8. **“CUI”**: *Confidential Unclassified Information is data that is considered sensitive in nature, such as Personal Identifiable Information (“PII”) and Personal Health Information (“PHI”).*

User Roles

The levels of responsibility have been defined with respect to all County Assets and Data. These levels are “Information Owner”, “Custodian”, and “User” and are defined as follows:

“Information Owners” are the members of County Department Heads, or their delegates within the County who bear responsibility for the acquisition, development, and maintenance of Assets that store or process County Data. All Data that is stored, processed, or otherwise handled by the County must have a designated Information Owner.

“Custodians” are those individuals in physical possession of County Data or Data that has been entrusted to the County. Custodians are responsible for safeguarding the information, including implementing “Least Privilege” access control (access to only what is necessary for job duties) to prevent inappropriate disclosure and ensure proper back up of Data. Custodians are also required to implement, operate, and maintain the security measures defined by Information Owners.

Questions about the appropriate handling of a specific type of information should be directed to either the *Custodian* or the *Owner* of the involved information.

“Users” is defined above. Users can simultaneously have higher levels of authority and responsibility and may, under certain circumstances, be considered Custodians or Information Owners.

Smith County Information Technology Security and Acceptable Use Policy Acknowledgment Terms

The County's intention in publishing this Policy is to establish a culture of responsibility, trust, and integrity. County Leadership is committed to protecting the County, Users, Assets, and Data from illegal or damaging actions by individuals either knowingly or unknowingly.

Users must understand that County Assets are designed to be used for business purposes in serving the interests of the County, employees, partners, and constituents while conducting County business.

It is the responsibility of all Users to act in a professional manner when using County Assets; acknowledge and agree to terms stated in the Policy; and conduct their activities in accordance with the Policy. You must fully review the Policy and comply with its requirements. More information supporting the Acknowledgement Terms is included in the links below.

The Policy may be periodically updated, and the most current version can be found [here](#). If you have any questions regarding the Policy, or expectations regarding compliance with this Policy as it relates to your role in the County, please contact your Supervisor or Manager.

General Use and Ownership

1. **Ownership of Equipment:** County Assets and the Data stored, accessed, or processed using the Asset are the sole property of the County. You are required to ensure through legal, physical, and technical measures that Data remains protected in accordance with this Policy. Your possession of County Assets does not convey or imply ownership. A County Asset must only be reassigned by Smith County IT and should not be provided to another employee of the department without the device being collected by IT, assessed, reimaged and documented for reissue for inventory purposes by Smith County IT. The exfiltration of County Data for personal use is strictly prohibited and subject to disciplinary action up to and including termination. The IT Department generally only issues one device per employee in the form of a desktop or laptop. Multiple devices assigned to an individual employee increase the cost of maintenance and licensing for the County and any request will be reviewed and authorized by IT as an exception when necessary to perform job duties.
2. **Protection of Assets:** Users have the responsibility to immediately report suspected theft, loss, or unauthorized disclosure of County Assets promptly to the IT Department, Supervisor, or Manager.
3. **Prohibited Activities:** County Assets are intended for County-related business purposes. You are responsible for exercising good judgement regarding the reasonableness of personal use of County Assets. You may not engage in any activity at any time that may compromise County Assets or County Data. This includes illegal or unethical activity or any activity against the County's Personal Conduct in the County Handbook. Accessing non-business related websites on county equipment is strongly discouraged by IT unless authorized by a Department Head for business purposes. Tracking of Web Activity or Emails may be requested by a Department Head for their employees as required.
4. **Use of Artificial Intelligence Solutions:** Utilizing Artificial Intelligence (AI) Chatbots (also known as Large Language Models or LLM) such as Google Gemini, OpenAI ChatGPT, and Azure OpenAI Service (including additional not listed) are to be used with due care when used for County purposes. These types of LLM services store data for future use, meaning whatever is used to query or question is stored in their systems to allow other users (non-County employees) access to the data. No identifying information may be shared with these tools including but not limited to: County name, County identifying information, Personally Identifiable Information (PII), Information about constituents, partners, and/or any other County information that has not been authorized for public disclosure. Violation of this action may result in corrective action up to and including termination. Any implementation or use of AI platforms or solutions must be approved by the department head or

elected official. If authorized, each user is responsible for the appropriate, legal, and ethical use of AI for County business. AI systems, like other Assets are subject to monitoring by the County IT department and must be approved by IT for secure access.

5. [Software Sources](#): You are prohibited from downloading, installing, or using software that is not approved by the County's IT Department on County Assets. If you require software that is not standard to the County, you must formally request such software through the County IT Management.
 - a. You must abide by all software licensing agreements.
 - b. You recognize that downloading unauthorized software introduces risk of compromise to County Assets and Data, and if discovered may result in corrective action up to and including termination.
6. [Security Controls for County Owned Assets](#): You are prohibited from modifying, changing, deleting, or circumventing any established controls on any County Asset without express approval from the County IT Department.
 - a. You may not plug any external device into a County Asset unless you have verified it is secure to do so. The use of data transfer between devices using external drives is prohibited unless approved for use by IT.
 - b. If a connected device (Wireless Device, Network device, etc.) is found to be installed without approval from Smith County IT, that device will be disabled and subject to being seized for investigation.
 - c. Port scanning, security scanning, network monitoring, or circumventing security controls on any County Asset or account is prohibited unless it is necessary for your job duty and has been approved by the County.
 - d. The transfer of any sensitive data such as HIPAA, CJIS, PID, etc. through email must be encrypted.
7. Inbound Connections to County Assets: Non-County issued devices may connect to certain County Assets but only through approved and secured access control points. You are prohibited from attempting to connect to County Assets through means not approved by the County IT Department.
-
8. [Security Awareness](#): You must complete any required Security Awareness training by the due date established unless an exception has been granted by County IT Management. Failure to complete the required Cybersecurity Awareness Training by the due date will result in the disabling of the account which prevents access to Smith County infrastructure until the Cybersecurity Awareness training has been completed.
9. [Password Policy](#): You must practice strong password management according to the County's Password Policy. All County and non-County Assets used to conduct County business activities must be password protected and in accordance with the County Password Policy.
10. User Account Administration: Your credentials (e.g. User ID and password) are for your use only and represent your designated access to County Assets. You agree that your County password will remain confidential, must be protected, and be only used for County-related business activities. You may not divulge or share your County credentials to any person or group through electronic or physical means, including co-workers or outside individuals.
 - a. If you have unknowingly divulged or shared your County password, you must notify your Supervisor or Manager and the County Helpdesk immediately upon discovery.
 - b. You are forbidden to use your credentials to access/view any County Assets that you have not been expressly granted permission to access.
 - c. If you inadvertently access Assets or Data that you have not been granted permission to view or use, you must report it to your Supervisor or Manager and the County Helpdesk immediately.

It is your responsibility to use secure practices to lower the County's risk of a cyber-related attack and/or data breach including:

- c. You agree to exercise caution when reading email. Do not click on a suspicious or unknown link or attachment until you have verified the authenticity of the email and/or sender.
 - d. Observe any warnings or banners indicating email originating from outside the County to reduce the risk of compromise through social engineering (i.e. phishing).
 - e. Do not enter your County credentials into a document or onto web page unless you are certain it is legitimate for County business purposes.
 - f. Do not visit risky, unsecure, or questionable websites using County Assets.
11. You have no expectation of privacy when using County Assets. The County reserves the right to monitor, access, and disclose all forms of User communications. Treat all County Assets as business records that may be retained and used as evidence in litigation, audits, and investigations. –
 12. Professional and appropriate language and actions must be exercised at all times when using County Assets. You are prohibited from viewing, downloading, or sending content that is considered abusive, harassing, threatening, menacing, discriminatory, pornographic, disrespectful, or otherwise offensive.
 13. Any contractual obligations communicated through County Assets are not final and binding, unless approved by the Commissioners Court or the County issues a purchase order and receives confirmation from the vendor.
 14. You may not use e-mail, IM, or text messaging while driving, operating heavy machinery, or handling hazardous materials at any time.
 15. All communications and information transmitted, received, or archived on County Assets are the property of the County.
 16. The use of County Assets is a privilege, not a right, and the County may choose to discontinue the use of any of these at any time and for any reason.
 17. Multi-Factor Authentication is required for accessing Smith County IT Infrastructure and Systems. This can be done utilizing a County Cell Phone, Personal Cell Phone or FOB. All FOBs issued by Smith County IT are required to be returned to Smith County at the end of employment with the County. The cost of the replacement of a FOB that is lost, damaged or stolen is the responsibility of the employee or department.
 18. All Data stored on Smith County devices or Network Shares including Microsoft One Drive are subject to periodic audit by IT. Only Smith County Data should be stored on Smith County data storage resources such as Network Shares (Personal, Department, One Drive, etc.). Non-County data stored on County Network Shares are subject to deletion and reported to the Elected Official or Department Head.
 19. In accordance the Texas Public Information Act, it is the responsibility of the user to maintain all County business related cell phone messages for a minimum of two years for either County purchased/provided Cell Phones or Personal Cell Phones.
 20. Smith County IT backs up County data located on Network Shares (Personal, Department, etc.) and retains that data indefinitely. If data is deleted it can be recovered for up to 1 year following the deletion of that data from the IT backup systems. Local hard drives on computers are not backed up and any data loss is the responsibility of the employee and department. The Records Custodian for the department is responsible for establishing retention schedules for data preservation and retention with the IT department.

County Data Security and Protection

You must make a reasonable effort to protect all County Data entrusted in your care through secure practices.

The following are specific actions required of all Users to protect Data owned, managed by, or entrusted to the County. Failure to perform these actions may result in corrective action up to and including termination.

Data Management

1. You may not store any County confidential or sensitive Data locally on a County or non- County Asset. Files must be stored securely using designated County Systems, network shares, or other approved storage locations. You recognize that the County does not back up data from a local hard drive. Data on secure County designated systems, network shares, or other storage locations are backed up by the County IT Department. The loss of data due to data being stored on a local device is the responsibility of the employee. You may not leave proprietary, sensitive, or confidential County Data in a place that could cause unintended exposure.
 - a. Do not print any documents containing County Data and leave them on the printer. Only print documents when they can be retrieved or secured immediately.
 - b. Do not leave documents containing County Data on desks or in other open spaces. Any County proprietary, sensitive, or confidential Data must be properly secured.
 - c. If any documents containing County Data have exceeded their retention period (e.g., are no longer necessary to retain for County business purposes), they must be securely destroyed (e.g., shredded, placed in shredding bins, etc.). –
2. You may not divulge any County Data that has not been approved for public disclosure by County Management, in any form, except as part of an authorized, job-related task.
 - a. Any User intentionally violating Data Security and Protection terms outlined in this Policy will be subject to corrective action up to and including termination.

Physical Security Practices

Physical security measures are designed to protect County locations, Users, visitors, partners, Assets, and Data. Each User must exercise secure practices to ensure only authorized individuals are permitted to access approved locations. Protection of County Assets also includes participation in emergency preparedness and adherence to stated guidelines when you are at a County location or a location where the County conducts business.

Failure to adhere to the physical security practices stated below leaves the County open to security threats, theft, fraud, and/or accidents.

You agree to the following practices listed, understanding that this list is by no means exhaustive, but attempt to provide a framework for activities considered necessary to the physical security of County Users, visitors, partners, Assets, and data.

1. You must use approved entry controls for County locations including badging, biometrics, or other procedures.
 - a. You may not share your badge with any other person, even if they are an employee of the County. If you have forgotten your badge, please see Sheriffs Office for a replacement badge.

- b. You may not allow “piggy backing”, or prop open secured doors for any reason.
 - c. You may not grant any unauthorized individual access to an area within a County location. Proper access request procedures must be followed.
 - d. You must follow all registration, check-in, and escort procedures for visitors to any County location.
 - e. You must ensure that visitors have been escorted to an exit at a County location and any temporary access has been revoked when they leave a County location.
2. All safety procedures must be followed at any County location, or when visiting a location as an official User of the County.
- a. You agree to wear any necessary Personal Protective Equipment (PPE), if applicable.
 - b. You agree to participate in any emergency preparedness activities, if applicable.
 - c. You agree to follow any posted or stated safety rules.
3. You agree to report any unsafe or suspicious activities or suspicious individuals to appropriate persons at a County location.

Policy Compliance/Mandatory Reporting

1. I agree to report any violations of this Policy, intentionally or unintentionally, to the County or County's IT Department immediately upon discovery.
2. County will verify compliance to this Policy through various methods, including but not limited to, business tools, reports, audits, and Management oversight.
3. Any exception to this Policy must be approved, documented, and reported by the County.
4. Policy Terms and Conditions can be found in Appendix A. Users are encouraged to read and understand these conditions prior to acknowledging this Policy.

I hereby acknowledge that I have received, read, understand, and will comply with the terms named in the Smith County Information Technology Security and Acceptable Use Policy. I further acknowledge and understand that compliance with this Policy is mandatory, and that failure to comply may result in disciplinary action, up to and including termination.

Signature: _____

Date: _____

Appendix A: Policy Terms and Conditions

1 Formal Change Control

All County owned Assets must be subject to a formal change control process and be documented in the approved change control procedure to ensure any changes that affect County owned Assets are communicated, evaluated, scheduled, and approved prior to the change implementation. There may be exceptions, including emergency changes. Planned and routine changes to critical production systems and applications must occur during established change windows. Any change, even if routine, shall not disrupt any system or application that is critical for business operations.

Management may establish change freeze windows to reduce any negative impact to business operations during critical business cycles such as during Holiday seasons.

2 User Account Administration

All User accounts require proper configuration and authorization from IT Helpdesk Management.

User accounts must be issued with “least privilege” (i.e., only access needed) for specific areas and must be managed throughout the lifecycle of the account. Each type of user account must be issued with a specific ID/password combination and no two user accounts are permitted to have the same credential set (i.e. the same user ID and password combination). Any User that is terminated from the County must have his or her account(s) disabled within 24 hours and it is the responsibility of the Department Head or Elected Official to notify the IT Department at the time of termination. Account deletion is at the discretion of the IT Department.

Users must never use any User ID and/or password that they have not been specifically authorized to use. If a User believes that his or her User ID and/or password are being used by someone else, the User must notify the County IT Helpdesk immediately.

User IDs must be employed to restrict system privileges based on job duties, project responsibilities, and other business activities. Except for systems where all regular Users are intended to be anonymous, Users are prohibited from logging into any system or network anonymously.

Contractors, Partners, or other temporary accounts must have an account expiration date set on their Active Directory (AD) record and be periodically reviewed to guard against unauthorized access or access beyond what is necessary for the account.

Any exception to these Policy statements must be specifically required by the system software, approved in writing by IT management, and stored in a secure manner.

All User accounts associated with the County are subject to monitoring and periodic review. Information regarding User accounts must be granted to Internal/External Auditors and/or County Management in a timely manner, where appropriate.

All privileges and access to County owned Assets, including remote access County owned Assets, may be reevaluated at any time and are subject to change or revocation at Management’s discretion.

[Return to General Use and Ownership](#)

3 Access Control

Securing all User accounts is a priority of the County. The following terms outline how access to County owned Assets is practiced at the County.

3.1 Password Policy

Logical access to County owned Assets, whether inside or outside the County must use a User ID and password combination. Passwords associated with User accounts must adhere to the following Password Policy:

All User Passwords:

- County User account passwords are to be used only to access the County owned or County managed Assets. Users must not use their County password to access any system, application, website, or device outside of the County even if they are used to perform tasks related to the County.
- Passwords must be changed immediately in the event of suspected unauthorized access or data incident to any County owned Assets.
- Passwords/Passphrases must be a minimum of 14 characters and use 3 of 4 requirements including: upper case character, lower case character, number, or a special character.
 - Users are encouraged to use a password manager to prevent forgotten passwords. Passwords must not be stored in readable form where unauthorized persons might discover them.
 - Users are encouraged to use a passphrase in the form of a sentence, formula, or verse in a song with some special characters included to create the strongest password possible.
 - Users should use a passphrase that is meaningful to them but not obvious or include personally identifiable information such as phone, address, birthdate, etc.
- Passwords must never be shared between Users.
- Users outside of the IT Department may not ask another User to reveal his or her personal password. This is restricted to troubleshooting purposes only when a User is requesting support and leaving their County Asset.
- The only time a password should be known by another is when it is issued as a temporary password by the IT Department. Temporary passwords must be changed immediately upon the first login after the change is in place.

[Return to General Use and Ownership](#)

Multi-Factor Authentication (MFA):

Certain County owned Assets may require Multi-Factor Authentication (MFA) which grants a User access to his or her account after a second method of authentication has been used to prove identity (in addition to entering their County credentials or User ID and password). Users must comply with any Multi-Factor Authentication (MFA) requirements for a County owned or County managed system. Circumventing the established process will result in termination of User access upon discovery.

Administrative Level Accounts:

- Passwords must be a minimum of 14 characters for administrative accounts.
- Administrative accounts must not remain signed into a computer or system when not actively in use.
- A User who has logged in with his or her administrative account must completely sign out of a computer or system when the active session has ended.

- No Users should log in with an administrative account for transactions that do not require Admin credentials.
- *Password length and complexity is subject to change based on security threats and recommendations from CISA (Cybersecurity and Infrastructure Security Agency) as necessary.

Passwords for Services Used by County

If a User logs in directly to a service's website or uses a service's mobile app, he or she must exercise due care to protect the County and Data using a minimum 14-character password that is different from their County password and/or a second form of authentication such as a biometric lock on a mobile device, if available.

[Return to County Data Security and Protection](#)

CJIS Access:

- CJIS related systems require authorizations to be approved by the dedicated TAC, perform necessary training requirements, and background check prior access given.

3.2 Password Protection on Bring Your Own Device (BYOD) and Mobile Devices

All BYOD and mobile devices that access County owned Assets must be protected with a strong, not easily guessed, passcode or password. More information including acknowledgement terms can be found in [Appendix B](#) of this document.

4 Consistent Security Practices

County owned Assets must be always protected in a manner that is appropriate with their confidentiality and criticality. The precautions described in this Policy apply regardless of where the information is stored, processed, accessed, and handled.

4.1 Protection of Assets

All County owned computer, network, or other applicable Assets must be physically secured. Users in the possession of laptop computers, tablets, smartphones, or any other Asset(s) containing County information should always maintain control of these items. Users must promptly report to the County IT Department and Manager any damage or loss of County owned Asset(s) software, or confidential information. County owned Assets must be used exclusively by County designated Users.

Any County or BYOD Asset that accesses County owned Assets or Data must have at minimum, a password-based access control system. Users must lock their computers when stepping away, even for a short period, to prevent unauthorized access to County owned Assets.

Any multi-user system in the County must employ controls to automatically terminate a User's session in accordance with criteria defined by IT Management. Any exception to this must be reviewed and approved in writing (email is sufficient) by IT Management.

[Return to General Use and Ownership](#)

4.2 Physical Security: Protection of Site

Users are responsible for abiding by local site security requirements. Users allowing person(s) to follow into a facility behind them, intentionally allowing person(s) unauthorized access to a secure area or allowing access to systems using their personal credentials (e.g., borrowing badges, clocking in for someone) is prohibited.

If a User has any concern about person(s) at a site or witnesses suspicious or dangerous activity, they are required to contact local authorities immediately.

4.3 Data Center Establishment

The data center housing County data must contain sufficient controls to prohibit unauthorized physical or logical (for cloud-based systems and applications) access to critical systems. The data center host must provide adequate protection of County Assets and Data against catastrophic disasters including natural, technical, or manmade.

Environmental controls in the data center are required to be appropriate for hardware and software storage. Exceptions will be reviewed and may be approved in writing (email is sufficient) by IT management only.

4.4 Remote Connections to County Assets

All in-bound connections to County Assets or Data must pass through additional secured access control points, such as a firewall, virtual private network (VPN), or similar secured connection before Users are permitted access the system using their County credentials without exception. In cases of Multi-Factor Authentication (MFA), additional identifying information must be used.

Specifically:

- Any computer connecting to the County network must be a County issued and certified device, connecting through a VPN client or Direct Access only.
- Any Contractor is to utilize a jump client with remote access through an IT approved external software.
- Approved Users with a Microsoft 365 account issued by the County may connect to M365 resources through the client or web interface. Any User with a BYOD device may connect to M365 through a browser.
- Vendors or Software as a Service (SaaS) solutions must connect to the County network through an approved and specified method such as the County Firewall.
- Employees are prohibited from allowing an outside vendor or other to access in person or remotely a Smith County computer without the expressed consent of County IT.

[Return to General Use and Ownership](#)

4.5 Wi-Fi Network Access

Wi-Fi network access is intended for use by Users at the County using County owned Assets. The following are security guidelines and the proper use of County Wi-Fi networks.

- Wi-Fi networks must use strong encryption protocols (e.g., WPA2/3) for all wireless communications to prevent unauthorized access.
- Each County location should have similar and consistent SSIDs (Service Set Identifiers) for user access. SSIDs hosting sensitive data and/or Assets should be hidden from guest view and SSID names should not reveal confidential information about the County.
- Only County issued Assets are permitted to connect to private County Wi-Fi networks.
- Guest Wi-Fi networks access is granted through a Acceptable Use page.

Users, including County visitors with non-County issued computers must connect to the County public or guest wireless network when working at a County location, unless otherwise approved by IT Management. User and/or visitor access must be requested by a County representative prior to the date of arrival. Temporary log in information granted through the County IT Help Desk must expire at the end of the User or visitor's time at a County location.

5 Security and Proper Handling of County Data

5.1 Data Management

Backup procedures are required to be adequate and functional. Users must ensure that their data is protected by moving data to network-based storage mediums. Users are required to acknowledge and adhere to established file storage structures. Users can obtain this information from the IT Department.

All backups must be stored at an approved "alternate to original" data locations with either physical access controls and/or encryption. A contingency plan must be prepared for all applications that handle critical production information. It is the responsibility of the IT Management to ensure that this plan is adequately developed, regularly updated, and periodically tested. It is the responsibility of the Data Custodian to ensure backups are performed on a regular basis, they are monitored and tested, and securely stored, including offline storage.

County Data may not be stored on the local hard drive of a non-County issued computer. The County recommends that all County Data be stored using network or cloud storage and not on the local hard drive of a County-issued computer. The County does not backup files stored locally on a hard drive. Files or other resources on a County-issued computer hard drive cannot be recovered in the case of data corruption or breach.

[Return to County Data Security and Protection](#)

5.2 Use of Artificial Intelligence Solutions

Artificial Intelligence is becoming more widely used in organizations. As it serves to enhance areas of data analysis, automation, and customer service, it also presents a risk to privacy, Data protection, and County Assets.

Any use of Artificial Intelligence solutions by any User in the County must be approved by the elected official or department head prior to implementation or use when conducting County related business activities or when using a County owned Asset. Access to AI Software should be approved and vetted by Smith County IT for secure network access.

Data Integrity and Privacy Protection:

- No identifying information may be shared using AI platforms or solutions including but not limited to: County name, County identifying information, Personally Identifiable Information (PII), information about constituents, partners, and/or any other County information that has not been authorized for public sharing.
- Data used in approved AI solutions must be accurate, relevant, and managed to maintain confidentiality.
- Administrators and owners of AI solutions must be able to provide clear explanations of the data models and their results to stakeholders and/or regulators.
- Any Data used in AI solutions must meet applicable privacy standards such as HIPAA, CJIS, etc. If a User is uncertain of regulatory requirements, he or she must consult with County IT Management prior to implementing any AI solutions.
- Use of AI solutions must adhere to all applicable international, federal and state laws and regulations, including those specific to AI automated systems.

Ethical Considerations:

- Users should understand the importance of avoiding bias with AI outputs as well as the fairness of automated decision making through AI solutions.
- Users must consider the importance of transparency with output from an AI solution. In certain cases, disclosure may be required when an AI solution has been used.
- Sensitive information including Personally Identifiable Information (PII) used for data modeling must be anonymized where possible.

Security Concerns for AI Platforms and Solutions:

- AI solutions must be safeguarded with appropriate security measures, including but not limited to use of secure protocols, API connectors, and browsers, appropriate access controls, data loss prevention measures, monitoring, and alerting to security systems.
- Protection of Data output must be implemented to prevent tampering or manipulation of data.
- Solutions must have security controls to protect Data from theft or encryption for ransom or extortion.
- AI platforms can involve collaboration with multiple parties, including third parties outside the County. Users who implement AI platforms or solutions should document any County information that will be stored and/or processed using an AI platform or solution.
- Any Data stored or processed in AI platforms or solutions must adhere to County Data Retention Policies and be fully deleted after the retention period has been reached.
- User is responsible for verification and validation of all AI output and date prior to utilization.

6 Inventory Management

The County's IT Department is required, at a minimum, to keep a current and accurate list of County owned Assets. The County must make appropriate arrangements to ensure all software licenses are properly accounted for and assigned to Users.

The County IT Department will only provide a single Asset to each employee or elected officials. Exceptions are made on an individual basis by IT Department. Only Smith County IT can transfer a device from one employee to another.

7 Software Sources

All software necessary for the conduct of County business must be approved and/or installed by the County's IT Department. Additional software may be used if approved by Department Management and IT Management. Such additional software must be evaluated and approved by IT Management before being downloaded or installed on any County Asset. Unless prior permission has been obtained from IT Management, Users must not copy software provided by the County to any storage media, transfer such software to another computer, or disclose such software to outside parties.

Users may not change the operating system configuration or install new software on County Assets without prior written approval of IT management. If inappropriate and/or unapproved software is discovered on County owned devices, the software may be removed at the discretion of the County's IT Department, and corrective action may be required.

If the User connects a personal external device into a County Asset which results in a security compromise, the User will be notified and the Asset will be isolated and collected for remediation regardless of ownership of the device.

Users may not illegally share or pirate software licenses. Users must abide by the limits of the purchased license as expressed in the license agreement. If software has been illegally used and/or installed on a County owned Asset, the User will face corrective action up to and including termination.

[Return to General Use and Ownership](#)

8 Security Controls for County Owned Assets

All County Assets will have sufficient security controls to lower the risk of compromise to Assets or Data due to a cyberattack or data breach. IT Management is responsible for supporting the automated procedures to ensure effective screening, protection, and reporting of Asset health (as required).

If a User plugs an external device into a County Asset that causes a compromise to the Asset or related Data, the User will be notified, and the Asset will be isolated for remediation. The User will also be prohibited from using external devices with any County Asset in the future. If the User plugs the device into a County Asset after being notified, corrective action may be taken.

The County has applied security controls that prevent selected User's from connecting an internal device into a County Asset within specific Departments. If any User has a legitimate business need to use an external device with a County owned Asset, he or she must be granted permission and access through the IT Helpdesk.

Any activities with the intention to create and/or distribute malicious programs onto County owned Assets are prohibited. If a User is discovered to have intentionally installed (or downloaded) malicious software of any kind onto a County owned Asset, he or she will be subject to immediate corrective action up to and including termination.

[Return to General Use and Ownership](#)

8.1 Email Security:

- All in-bound Emails are subject to security scans for phishing, viruses, impersonations, or other security threats.
- Outbound emails may be subject to security scans including Data Loss Prevention (DLP) measures to ensure sensitive information or PII is not distributed from the County.
- Emails have been formatted with a warning banner warning Users that the email originated from outside the County and may pose a threat to the Environment.
- Automated forwarding rules have been disabled, except for specific exclusions that are granted for business purposes.

9 Mandatory Reporting

All suspected Policy violations, system intrusions, malware infestations, or any other condition that might jeopardize County Data or Assets must be immediately reported to the County Helpdesk or IT management by immediately contact our Help Desk by phone to report the issue

Investigations of system intrusions and other Security incidents are the responsibility of IT Management and the Security Team.

10 External Disclosure of Security Information

Information regarding measures implemented by County to secure County owned Assets or Data is considered confidential and must not be released to any person(s) who are not authorized Users of the system unless approved by IT Management.

[Return to General Use and Ownership](#)

11 Prohibited Activities

Users must not test or attempt to compromise any established security controls unless specifically approved in advance and in writing by the IT management. Incidents involving unauthorized attempts to

compromise security measures may be unlawful and will be considered serious violations of this Policy. Short-cuts bypassing systems security measures are absolutely prohibited.

[Return to General Use and Ownership](#)

12 Security Awareness

The County has a Security Awareness Program that requires mandatory participation of all County employees, volunteers, reserves and others with access to a county computer and other select Users. Components of this program include:

- Annual Mandatory Security Awareness Training Modules
- Successful completion of an Annual Test Certification upon completion of the Cybersecurity Awareness Training program.
- Phishing Tests to measure individual risk of clicking on phishing emails
- Cybersecurity Awareness Re-certification and testing at the discretion of the IT Department for individuals who experience a security incident or fail a cyber phishing test
- Security Alerts to notify users of immediate or impending security dangers
- If applicable, readiness exercises to prepare for a disruptive security-related event

[Return to General Use and Ownership](#)

13 Ownership of Equipment

Title, including all rights and interests to equipment and any other items supplied by the County, will remain with the County. User possession of supplied equipment does not convey or imply ownership. All such items must be promptly returned to the County upon termination of employment, contract, or upon request by the User's Manager. The County assumes all risks of loss or damage to these items unless such loss or damage occurs due to the User's negligence or willful misconduct. The County expressly disclaims any responsibility for loss or damage to persons or property caused by or arising out of the usage of such items. The Acquisition, Inventory and Management of all technology within the County is the responsibility of Smith County IT which includes approval, inventory and procurement processing. All technology hardware, on-premise or cloud software, IoT or device that connects to a Smith County Network or System must be approved and purchased through the Smith County IT department. This ensures the preservation of standardized operations and security as well as required inventory management. Any technology that is purchased outside of the IT Department and presented to IT by a department for installation, support or management is subject to review and at the discretion of the IT department to be installed. The IT Department reserves the right to deny the installation of software or hardware not acquired by IT for security or operational reasons. Any IT equipment that is no longer functional should be returned to Smith County IT. Any equipment that is authorized to be gifted, transferred outside of Smith County, donated or Auctioned must be returned to Smith County IT prior to the transaction to remove all data and certify in writing that all data has been wiped. A written notification of the auction, donation or transfer or technology specifying the make/model of the equipment must be presented to IT with proper advance time to complete the necessary wipe of all data.

[Return to General Use and Ownership](#)

14 Right to Search and Monitor

County reserves the right to monitor, inspect, or search at any time all County owned Assets. This examination may take place with or without the consent, presence, or knowledge of the involved User. The IT systems subject to such examination include, but are not limited to, e-mail, instant messages, computer hard drives, County issued external hard drives, voicemail, printer spools, copiers/fax machine output, desk drawers, and storage areas. All searches of this nature must be conducted with appropriate Executive Management approval. County Management may remove from County computers any unapproved or unlicensed software or hardware, or any component, data, or material deemed inappropriate, offensive, or illegal.

USERS HAVE NO EXPECTATION OF PRIVACY CONCERNING COMPUTER USE, DATA, AND FILES CREATED OR STORED ON COUNTY OWNED ASSETS. ALL DATA CREATED, SENT, OR RETRIEVED OVER THE INTERNET OR E-MAIL, STORED ON COUNTY OWNED OR MANAGED ASSETS, STORED OR PROCESSED IN COUNTY OWNED OR MANAGED ENVIRONMENTS (PHYSICAL AND CLOUD), OR ANY MEDIA OWNED BY THE COUNTY ARE CONSIDERED COUNTY PROPERTY.

[Return to General Use and Ownership](#)

15 Data Transfer Requirements

External electronic data transfers should be configured and approved by County IT utilizing County software or file transfer services. The use of personal electronic transfer software is prohibited for the transfer of County data. The use of external drives for the transfer of data outside of Smith County is under the discretion of the Elected Official or Department Head. Vendors and partners who require access to technology resources (Servers, computers, etc.) within the County environment must formally request access through the IT Department and utilize the standard tools provided by IT. Ongoing Access to the County environment by non-County Users will be limited in scope and must include a recommended termination date of less than 1 year and subject to continuation after review. Data transfers utilizing email are allowed however emails with sensitive data attached such as HIPAA, CJIS, PID, etc. are required to be transmitted with Encryption Enabled. The internal transfer of data from a County Device to another County Device should be done with network shares, emails or other approved methods. The use of Thumb Drives or other external Drives are prohibited with the exception of some law enforcement or Court requirements approved by IT (the external drive must be scanned utilizing antivirus software prior). Any outside external drive should be scanned by the employee or IT prior to transferring data to a Smith County device. Access to Smith County application data such as Odyssey or Spillman requires a 3rd Party Data Access Agreement to be executed by the external agency/company and Smith County.

16 Policy Maintenance

This and other Policy supporting documentation will be reviewed on an annual basis and modified or updated to address future changes when deemed necessary by the IT Management. Training and educating for Users regarding the new Policy modifications will occur as considered necessary.

17 Security Exceptions

As business requirements are defined, there are cases in which the standard solutions, controls, and services in place are not adequate or capable of meeting the current needs of the County. In these cases, a new solution or modification may be required. These cases must be fully documented and approved by IT Management and in certain cases, require a higher level of approval.

18 Compliance

All Users must read, accept (digitally for annual review) or physically sign the Acknowledgment section of this Policy (for New Hire's) which summarizes relevant provisions of this Policy to all Users prior to being issued any access to County owned Assets. The Acknowledgement signifies that the User understands and agrees to adhere to this Policy and any other County policies and procedures related to County Assets, including the instructions contained in this Policy.

Appendix B: Bring Your Own Device (BYOD) and Mobile Device Policy

Just as County information must be protected on County owned Assets, the same protection is required for personal (BYOD) and mobile devices. Any employee accessing County Data on a mobile device (iPhone, iPad, Android Phone, tablet, etc.), whether it is issued by the County or a personally owned device, must agree to the terms as stated below.

- County data that may be accessed from a mobile device includes:
 - Email, Calendar, Contacts

- OneDrive Documents
- Word, Excel, PowerPoint
- Specific Mobile Apps required for County business transactions
- County data on personal devices are subject to Open Records Request

Whether the User is issued a County mobile device or chooses to access County Data from a BYOD personal or mobile device, all County Data will be accessed through approved methods.

1. All devices and applications will be required to be kept up to date. The Duo Application will prompt Users if their device is outdated, at which point the User is to schedule an appropriate time to perform necessary updates in a timely manner.
2. Biometrics will be required to be enabled to access Duo for Multifactor authentication from a mobile device.
3. Accessing County data outside of the country is not permitted and technical restrictions have been put in place to prevent this activity.

Terms of Agreement:

1. By choosing to access County Data on your personal device, you assume all financial responsibilities of costs for your personal devices.
2. All County Data transmitted, received, or viewed on your mobile device is the property of the County.
3. Terms listed in the Policy for the handling of County owned Assets extend to BYOD or mobile devices that are used to access County Data.
4. You must notify the County IT at once if the device is lost or stolen. Failure to report a missing device may result in disciplinary actions.
5. You should have no expectation of privacy of County Data when agreeing to load County Data on a BYOD or mobile device. The only data that will be monitored (if warranted) is County Data managed through the existing controls (i.e., Email, Instant Messaging, etc.).
6. County reserves right to deny any User access to County Data on a BYOD or mobile device based on a set of factors, including, but not limited to device type, device operating system, the state of device, or certain installed applications ("jailbroke" or "rooted devices" will be denied access).

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/25/2025	Submitted by: Karen Phillips
Meeting Date: 4/8/2025	Department: County Clerk
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Request to add 2 yrs, 2 months, and 20 days of service to Sheena Goggans' employment with SC.	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to approve the County Clerk's Deputy, one time exception, request to increase pay by \$6,154 based on the level of experience.	
Background: I hired Sheena Goggans to work in my Vital Statistics Dept. on February 25, 2022. She previously worked in the Bell County Vital Statistics Office for two year, two months and twenty days. At Bell County, Sheena worked with the same software vendor SC has contracted with for five years. Her knowledge made for a seamless transition into her role here which was a tremendous asset to our office. Sheena's prior experience at Bell County, combined with her current service at Smith County, totals over five years in the field of Vital Statistics.	
Financial and Operational Impact: Recognizing Sheena's valuable contributions and the depth of her experience, we would like to offer her the annual pay of a 5 year employee. The total increase in her annual pay will be \$6,154.	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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 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 # _____

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/27/2025		Submitted by: T. Wilson	
Meeting Date: 04/01/2025		Department: Smith County Sheriff's Office	
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report			
Title: Inmate Food Contract - Sysco			
Agenda Category: <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			
Agenda Wording: Consider and take necessary action to award a contract for inmate food services program and the discretionary exemption in accordance with Texas Local Government Code, § 262.024(a)(8) and authorize the County Judge to sign all related documentation			
Background: This agreement is an agreement between Smith County and Sysco East Texas for food at the Smith County Jail and Juvenile. The contract is based on a cost-plus margin pricing structure, based on actual goods provided. The contract terms if for 1 year with two additional 1 year renewals. The contract rates are set at the June 2024 bid prices and are firm, unless a price redetermination is requested.			
Financial and Operational Impact: FY 2025 Budgeted amount: - Smith County Jail \$2,050,000.00 - as of 03/27/2025 62% of current budget is remaining for this FY and current rates . - Juvenile \$80,000.00. - as of 03/27/2025 57% of current budget is remaining for this FY, at current rates.			
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Return Signed Documents to the following:			
Name:		Email:	
Name:		Email:	
Name:		Email:	
Name:		Email:	

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Office Use Only
Agenda Item #

SUBMIT

STATE OF TEXAS §
COUNTY OF SMITH §

**CONTRACT
BY AND BETWEEN
SMITH COUNTY
AND
SYSCO EAST TEXAS**

This Agreement for Inmate Food Services (hereinafter referred to as “Agreement”) between Smith County, Texas, a political subdivision of the State of Texas, (hereinafter referred to “COUNTY”), and Sysco East Texas a corporation authorized to do business in the State of Texas, (hereinafter referred to as “CONTRACTOR”). COUNTY and CONTRACTOR are collectively referred to in this agreement as the “PARTIES”.

WHEREAS, the COUNTY desires to obtain for the purchase of various food products for Smith County Inmates and Juvenile Attention Center Residents and detainees housed at all Smith County facilities in order to meet the needs of the COUNTY;

WHEREAS, the COUNTY in accordance with Texas Local Government Code, § 262.024(a)(8) & (d) previously approved the Purchasing Department to solicit Invitations to Bid for Inmate Food Services on August 20, 2021;

WHEREAS, on or about November 15, 2021 the PARTIES entered into an agreement to provide Inmate Food Services to the COUNTY.

WHEREAS, in accordance with Texas Local Government Code, § 262.024(a)(8) & (d) on June 3rd, 2024 at least three bids for food items were solicited in writing. CONTRACTOR provided the winning bid response, and represents that it is capable, qualified, and desires to perform the services and provide the COUNTY with the services that are the subject of this Agreement, especially with respect to providing safe and quality food products in a correctional facility; and

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I. DOCUMENTS CONSTITUTING AGREEMENT

COUNTY desires to have CONTRACTOR provide various food products and materials necessary to perform the services according to the requirements and standards listed in June 3, 2024 Bid issued by the COUNTY and including CONTRACTOR'S response and all attachments provided and submitted by CONTRACTOR'S authorized representative (attached herein as "Exhibit A"), and any attachments, plans, maps, diagrams, supplements or amendments, referred to collectively as the "PROJECT" and incorporated by reference into this Agreement. In the event of a conflict between the language of this Agreement and any portion of the bid package or PROJECT, the language of this Agreement shall control. Every recital, exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. The County's Standard Terms and Conditions shall apply unless inconsistent with this agreement.

II. SCOPE OF WORK

A. Purpose: The COUNTY'S intent of this Agreement is to obtain safe quality food products distribution, as provided herein, so as to provide food products as our sole food vendor for inmates, detainees, and staff of all Smith County Jail facilities and the Smith County Juvenile Attention Center. Project guidelines are those as specified in Exhibit "A." It is the responsibility of the CONTRACTOR to field survey the sites mentioned for verification of all existing conditions. CONTRACTOR agrees that no allowances shall be made by the COUNTY to the CONTRACTOR for pre-existing conditions that subsequently affect the scope or duration of the work specified herein.

B. Term: The term of this Agreement is for One (1) year from the effective date of this agreement. PARTIES may agree to extend the contract for two (2) additional one year periods, not to exceed a total of three (3) years.

III. GENERAL PROVISIONS

A. SCOPE OF CONTRACT: This is an estimated requirement contract and therefore the CONTRACTOR will be paid only to the extent of actual food provided as requested by the COUNTY.

B. TERMINATION FOR DEFAULT: Failure by either PARTY to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of COUNTY shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein.

Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. The COUNTY reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the CONTRACTOR. At a minimum, CONTRACTOR shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the COUNTY derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, COUNTY, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

C. TERMINATION FOR CONVENIENCE: COUNTY reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, COUNTY shall pay CONTRACTOR those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which CONTRACTOR is engaged, nor shall COUNTY pay any costs which can be mitigated through the sale of supplies or inventories. If COUNTY pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of COUNTY and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. COUNTY shall not be liable for loss of any profits anticipated under this Contract.

D. CONTRACTOR QUALIFICATIONS: CONTRACTOR certifies that he is duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates the same, and has not filed for bankruptcy. CONTRACTOR further certifies that the corporation does not owe any back taxes within Smith County. CONTRACTOR further certifies that he is able and capable of performing this Agreement through his own resources without subcontracting or assignment, and that he normally engages in this type of business. CONTRACTOR further warrants that he is familiar with all laws, regulations, and customs applicable to this type of service.

E. INSURANCE AND LIABILITY: CONTRACTOR shall maintain during the life of this agreement insurance coverage necessary to cover all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be as herein set forth. CONTRACTOR is required to furnish certificates of insurance prior to the start of work.

1. Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not less than \$1,000,000/\$1,000,000 Aggregate.
2. Property Damage Liability Insurance including auto (both owned and non-owned: not less than \$1,000,000 aggregate.

CONTRACTOR shall also be responsible for any other insurance including but not limited Worker's Compensation, or any other insurance required by law. Notices and Certificates of Insurance shall be submitted to the Smith County Purchasing Director at the address shown herein. The COUNTY shall be named as an additional insured endorsement named by the CONTRACTOR'S insurance carrier, as its interest may appear, and said insurance coverage must be primary insurance with respect to the COUNTY, its officials, employees, volunteers, or agents. Any insurance or self-insurance maintained by COUNTY, its officials, employees, volunteers and agents must be excess of all CONTRACTOR'S insurance and must not contribute with it. The COUNTY must be provided with a waiver of subrogation as provided herein, and be provided with thirty (30) days advance written notice to the County Purchasing Director of cancellation or material change to insurance coverage.

F. FUNDING: Funds for payment of this Agreement have been provided through the Smith County budget approved by the County Commissioner's Court for this fiscal year only. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Smith County to be included in each proposed budget within the foreseeable future.

G. ALTERNATIVE FOOD MENU AND PRICE OPTIONS: In the event that per inmate price exceeds the cost provided in the bid response, CONTRACTOR shall offer a product substitution that meets both the current cost and required nutritional value. In the event that an appropriate product substitution is not available and a cost redetermination is required; CONTRACTOR shall provide notice of a product substitution, at least fifteen (15) days prior to any request for a price re-determination, as provided in section I below. Any menu item change must provide the same nutritional value as the item that is being substituted for and must meet the calorie intake required by Exhibit A for both adult and juvenile menus.

H. OPTION TO RENEW: The Agreement term will be for an initial one (1) year period with an option to renew for two additional one-year terms for a maximum period of three (3) years. Such option to renew shall be exercised in writing solely at the discretion of the Smith County Commissioner's Court, subject to any Price Re-Determination Provisions, if any, outlined elsewhere in this Agreement. Option to renew may not cover more than a one (1) year period, and the total period of this Agreement, including all extensions.

I. PRICE RE-DETERMINATION:

1. The Price stated in Exhibit A, included herein is firm for six (6) months of service beginning the effective date of this agreement. Unit prices for each six (6) month period, pursuant to the annual renewal options, may be re-determined each six (6) months during the life of this agreement. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend for six (6) months from the effective date of the contract and the second successive period shall extend for the remaining six (6) months of the agreement from the end of the last preceding period, except that the parties may agree to vary the length of the final period.

The first day of the second and each succeeding period shall be the effective date of price redetermination for that period. Prior to any request for a price re-determination under this section, CONTRACTOR shall provide an alternative product substitution as provided by Section III(G) (ALTERNATIVE FOOD MENU AND PRICE OPTIONS). Any attempt to negotiate a price re-determination without first seeking an alternative product substitution must be approved in writing by the Smith County Sheriff or his designated representative.

2. Data submission for price re-determination shall be not more than 60 days before the end of each redetermination period. After compliance with Section III(G) of this Agreement, CONTRACTOR shall submit proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and an estimate and breakdown of the costs of these supplies or services in the format approved by Smith County Purchasing Department or in any other form on which the parties may agree, sufficient data to support the accuracy and reliability of this estimate; and an explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and a statement of all costs incurred in performing this contract through the end of the sixth (6th) month before the submission of proposed prices in the format agreed to by the parties. CONTRACTOR shall provide sufficient supporting data to disclose unit costs and cost trends for supplies delivered and services performed; and inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).
3. If the CONTRACTOR fails to submit the data required by paragraph (H)(2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the COUNTY has overpaid the CONTRACTOR, the CONTRACTOR shall repay the excess to the COUNTY immediately.
4. Unit prices per meal may increase or decrease, but shall remain firm for the entire re-determination period. The base period for comparison for price re-determination will be a six (6) month per inmate, per day average, based on the data provide is paragraph (I)(2) of this section. The price re-determination shall not exceed three (3) percent of Consumer Price Index, All Urban Consumers (CPS-1), U.S. City Average Food Award From Home Index published by U.S. Department of Labor in any one given year. In order to re-determine the basic meal prices for any subsequent six (6) month period, the following procedures shall apply. In the event a re-determination of prices is established, it shall be provided by through the issuance of a modification to this Agreement, signed by the CONTRACTOR and the Smith County Sheriff or designee stating the re-determined prices that will apply during the re-determination period.
5. At no point shall a price re-determination exceed three (3) percent of the Consumer Price Index, All Urban Consumers (CPS-1), U.S. City Average Food Award From Home Index published by U.S. Department of Labor. Parties shall mutually agree in writing to any price re-determination.

J. CONTINUITY OF SERVICES: The CONTRACTOR recognizes that the services under this Agreement are vital to the COUNTY and must be continued without interruption and that, upon Agreement expiration, another Contractor may continue them. The CONTRACTOR agrees, to the extent necessary, to furnish phase-in period and to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

K. INSPECTION AND ACCEPTANCE: This Agreement applies to food services provided in the current existing facilities. In the event any Smith County Jail facility or the Smith County Juvenile Attention Center is moved into new facilities, the COUNTY may:

1. Make changes to the place of performance or point of meals served, in whole or in part.
2. Notice of Changes or Changed Conditions shall be issued in writing. The CONTRACTOR shall submit any proposal for adjustment to the Smith County Purchasing Director.
3. Any proposals for adjustment shall be subject to approval by the Smith County Commissioner's Court, and failure to agree on an equitable adjustment shall constitute a dispute covered in this Agreement. However, nothing in this clause shall excuse the CONTRACTOR from performance under this Agreement.

IV. GENERAL CONTRACT TERMS AND CONDITIONS

A. CONTRACT: This Agreement, submitted documents, and any negotiations, when properly accepted by COUNTY, shall constitute a contract equally binding between the CONTRACTOR and COUNTY. No different or additional terms will become part of this Agreement with the exception of a change order.

B. CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with the Texas Local Government Code, Chapter 171.

C. CONFIDENTIALITY: To the extent allowed by law, all information disclosed by COUNTY to CONTRACTOR for the purpose of the work to be done or information that comes to attention of CONTRACTOR during the course of performing such work will be kept strictly confidential.

D. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in this Agreement. All change orders shall be made in writing and approved to the Smith County Purchasing Director.

E. ASSIGNMENT: CONTRACTOR shall not sell, assign, transfer, or convey any covenants or warranties under this Agreement, in whole or in part, without the prior written consent of the Smith County Commissioners Court. CONTRACTOR shall provide the COUNTY with thirty (30) days' notice in the event of a buyout, merger, acquisition, sale, or purchase of CONTRACTOR by a third party.

F. VENUE: This Agreement will be governed according to the Laws of the State of Texas. This Agreement is to be performed in Smith County, Texas.

G. INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless Smith County, its officers, directors, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the CONTRACTOR, or of any director, employee, subcontractor, or supplier in the execution of, or performance under this Agreement. CONTRACTOR agrees to perform the work and performance of this Agreement and Project in accordance with the applicable generally accepted standards. CONTRACTOR will use good workmanship and shall demonstrate the degree of care and skill commensurate with the CONTRACTOR'S industry.

H. SALES TAX: Smith County is by statute exempt from the State of Texas and Federal Excise Tax, therefore, the proposal price included herein shall not include taxes.

I. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with all Federal, State, County and local laws governing or covering this type of service.

J. PERFORMANCE OF CONTRACT: The COUNTY reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the COUNTY in the event of breach or default of contract award.

K. INVOICES: Invoices for shall be submitted weekly via email or mail, directly:

Attention Chief John Shoemaker
Smith County Sheriff's Office
227 N. Spring St
Tyler, Texas 75702
jshoemaker@smith-county.com

The invoices will reflect:

1. Name and Address of Contractor.
2. Detailed breakdown of all charges for the services or products delivered, stating any applicable period of time as required by Proposal Specifications.
3. Invoices shall be based upon actual services rendered and/or products delivered and shall reference the Smith County purchase order number.

L. PAYMENT: Payment will be made upon receipt and acceptance by the COUNTY of all completed services or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

M. INSURANCE: Before commencing work, CONTRACTOR shall be required, at his own expense, to furnish the Smith County Purchasing Director evidence showing coverage as required by these specifications within ten (10) days of notification of award.

N. EFFECTIVE DATE: The effective date of this agreement and pricing terms shall be effective on the 24th day of June, 2024.

O. SEVERABILITY: In the event that any one or more of the provisions of this agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained herein.

P. MODIFICATIONS AND UNDERSTANDING OF THE AGREEMENT: This instrument contains the entire Agreement between the PARTIES related to the rights herein granted and obligations assumed herein, except where other documents are referenced. In the event of reference to other documents, those documents are incorporated by reference. In the event of any conflict between any referenced documents and this Agreement, the terms and conditions of this Agreement shall control. Any oral or written representations or modifications concerning this Agreement shall be of no force and effect unless it is a subsequent notification in writing, signed by both parties, after appropriate action by the Commissioner's Court. Articles, sections, captions, and headings are inserted only as a matter of convenience and for reference, and in no way limit the scope or intent of any provision hereof, nor are they meant to bind the COUNTY or CONTRACTOR only to the meaning of such heading. COUNTY's failure to enforce any provision of this Agreement shall not be considered a waiver of that Agreement term, regardless of the passage of time.

By their signatures below, the parties to this Agreement represent they have read this entire Agreement, fully understand the meaning of each and every term and condition of this Agreement, have had the opportunity to consult with an attorney of their own choosing, have full authority to enter into this Agreement, and fully agree to comply with all terms and conditions of this Agreement.

EXECUTED this the ____ day of _____, 2025.

By: _____

Name: _____

Title: Sysco Representative
Sysco East Texas

By: _____
Name: Judge Neal Franklin
Title: Smith County Judge
Smith County, Texas

APPROVED AS TO FORM*:

Thomas Wilson
Assistant District Attorney
Civil Division



SMITH COUNTY SHERIFF'S OFFICE

JAIL OPERATIONS - INMATE FOOD

SPECIFICATION FOR FOOD SUPPLIES

SCOPE AND INTENT: The purpose of this specification is to receive bids for inmate food supplies for the Smith County Sheriff's Office (SCSO).

APPLICABLE DOCUMENTS: Bidders agree to abide by the Standard Terms and Conditions attached to this specification.

In Submitting a bid, vendor acknowledges that he will comply with all requirements listed below.

DUE DATE: This bid is due back Friday, June 28, 2024, by 2:00 pm CST. No bids will be accepted after that time. Bids will be accepted by email sent to cparsell@smith-county.com.

PRICING SUBMITTAL

Bidder will be required to enter their bid on the excel spreadsheets provided in the bid request email.

While filling out the bid sheets - please include cents in every price (for example 21.00 not 21). This reduces the risk of misunderstanding, or not being able to accurately assess each response.

Bidders must include their product code number on the bid sheets for each item they bid on. If product codes are not listed bid may be rejected.

Cost plus Bids: All bids are to be submitted on a cost-plus margin pricing structure. The margin shall remain fixed for the duration of the contract. A bidder will need to enter both their current bid price including the bidder's margin for each item as well as the bidder's intended fixed margin for each item. If the bidder is awarded the bid, then cost sheets shall be included with each invoice or at any time requested by Smith County. In addition, and before a successful bidder is awarded a

contract, Smith County may request the previous 90 days of a bidder's cost history on any item bid to demonstrate the pricing stability of an item listed on the bid sheet.

EQUIPMENT

The bidder who is awarded the bid for coffee will be required to furnish coffee brewing equipment as needed in various Smith County offices.

The Successful bidder will also supply 5 Gallon Beverage Dispensers as needed. Pricing should reflect this on the bid sheet.

CONTRACT PERIOD

It is the intent of Smith County to award a twelve (12) month contract, effective from date of award or notice to proceed as determined by Smith County . At Smith County's option and approval by the vendor, the contract may be renewed for an additional two (2), one-year periods, as further explained in Renewal Options. Once a contract has been awarded, prices must remain firm for the entire term of the contract. The awarded contract will be effective when signed by all parties.

RENEWAL OPTIONS

Smith County reserves the right to exercise an option to renew the contract of the vendor for an additional two (2) one-year periods, provided such an option is agreed upon by both parties. If the County exercises the right in writing, the awarded vendor shall update and submit any legal documents required no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor in complete form within the time specified, the County will rescind its option and seek a new solicitation.

A price adjustment may be considered by the County only at the anniversary date of the contract and shall be substantiated in writing (e.g., Manufacturer's direct cost, postage rates, Wage/Labor rates, etc.) The County reserves the right to accept or reject any/all price redeterminations as it deems in the best interest of the county.

****All quoted margins are fixed for the duration of the contract. There shall be no increase in bidder margin should an extension be granted.**

****If pricing is to change due to supply chain reasons, Smith County Reserves the right to put out to open market for a rebid until awarded vendor can supply at bid price.**

WAREHOUSE REQUIREMENTS

All items herein will be maintained by the vendor as stock or be available within 4 hours for delivery or a Smith County Representative to obtain through a will-call procedure.

SUBSTITUTIONS

The successful bidder may substitute an item of equal or better quality for an item ordered, but the bidder may charge no more than the last in stock price of the original item ordered, and it must be approved before delivery to Smith County. It is the bidder's responsibility to inform their route sales representatives of any item price changes to meet this condition.

DELIVERY

Bidders will not be allowed to set purchase or delivery quotas on margins or prices bid. Orders shall be shipped so they will arrive within two (2) days after they are ordered. If items are backordered, the vendor must inform the County of such backorder within one (1) business day of order. The County may elect to cancel the order or utilize its options with other vendors.

Any back-ordered items must be made available within three (3) days of the time of backorder (original date of receipt). If the backorder cannot be fulfilled within the time frame of this requirement, then the County is to be notified, in writing, thus permitting the County to obtain the required supplies with another supplier.

DELIVERY SCHEDULE

Bidders shall deliver supplies to the North Jail Location at 2811 Public Road Tyler, TX 75702. Deliveries to the facility shall be made on Wednesday Mornings and Saturday Mornings. Any deviation from this schedule shall be approved by the Kitchen Manager.

PREPARATION FOR DELIVERY:

Merchandise will be packaged to arrive clean, in good condition, with no leaking containers, or broken or damaged supplies. The boxes will be strong enough to prevent them from coming open during shipment.

Each order shall include a packing slip at time of delivery. Delivery charges or other charges must be included in the line price invoiced. Smith County will not pay a delivery charge, or fuel surcharge line item on an invoice.

BID ITEMS

The list has been shortened to the most common items utilized by the facilities. Although additional/different food products may be ordered, we are making you aware of the food items that have been most utilized up to this point. We cannot and do not make any guarantees of products that may be purchased. Smith County reserves the right to add or delete any items, increase, or decrease amounts ordered when deemed to be in the best interest of the County. The estimated annual value of the awarded bid based on the previous three (3) years is \$1,800,000 in sales volume.

INVOICES

Bidders will be required to issue credits for overcharges on a weekly basis. If sales representatives are not allowed to issue credits, credit deductions for items priced over bid prices will be deducted at the time of payment. Your invoices must reflect correct bid pricing.

SPECIAL CONDITIONS

The winning bidder will be required to provide Smith County with a sales representative that is available by phone between the hours of 8am to 5pm Monday through Friday.

The successful bidder will also be required to process all orders via online submission by Smith County.

It is understood that any person, and all persons who provide services under Contract to the County, resulting from this bid, is solely responsible for all services being provided and shall provide insurance to cover against all losses incurred by the proposer's employees and or equipment during the course of the Contract. Minimum insurance requirements:

- a. Worker's Compensation – statutory (see TWCC rule 110.110)
- b. Employer's liability - \$500,000
- c. Comprehensive Commercial Liability
 - Bodily Injury/Personal Injury - \$1,000,000 per occurrence, \$2,000,000 aggregate
 - Property Damage - \$500,000
- d. Auto Liability –
 - Bodily Injury - \$500,000 per person, \$1,000,000 per accident
 - Property - \$500,000 per accident

Smith County shall be listed as additional insured. It is the responsibility of the contractor to update their Certificate of Liability Insurance with the County every year. Certificates are to be emailed to cparsell@smith-county.com.

SELECTION PROCESS

Smith County will award the bid based on an objective analysis process. This process will consist of Smith County building a sample menu containing 1 breakfast, 1 lunch, and 1 dinner. The sample

menu will be the same for all bidders. To evaluate each bidder's response, each bidder's current price will be used to calculate the total cost of the sample menu day. If a bidder is not able to abide by all other conditions set forth in this request, the bidder's submission will be disqualified.

***PLEASE NOTE: All food items may NOT contain pork or pork products unless specified in the description.

For example: diced pork or pulled pork.

Bid Price Sheet:

See attached excel spreadsheet for items/categories for bid pricing.

Product Number	Brand	Pack Size	Unit Size	Description	Current Bid Price	Margin if Applicable	Category
				Dry Prewashed Pinto Bean			Canned & Dry
				4.5" Tortilla			Canned & Dry
				Applesauce			Canned & Dry
				Barbecue Sauce			Canned & Dry
				Blackeyed Pea Dry Prewashed			Canned & Dry
				Brown Gravy Mix			Canned & Dry
				Canned Peaches			Canned & Dry
				Chili			Canned & Dry
				Chopped Spinach			Canned & Dry
				Collard Greens			Canned & Dry
				Complete Brownie Mix			Canned & Dry
				Complete Yellow Cake Mix			Canned & Dry
				Cornbread Mix			Canned & Dry
				Dehydrated or canned refried beans			Canned & Dry
				Diced Peas and Carrots			Canned & Dry
				Diced Tomato with Green Chiles			Canned & Dry
				Dry Cream Base Soup Mix			Canned & Dry
				Dry Powdered Non Fat Milk			Canned & Dry
				Granulated Sugar			Canned & Dry
				Instant Mashed Potatoes			Canned & Dry
				Light Brown Sugar			Canned & Dry
				Mixed Vegetables			Canned & Dry
				Mushroom Stems & Pieces			Canned & Dry
				Oatmeal Cookies			Canned & Dry
				Oatmeal Cream Pies			Canned & Dry
				Pan Coating			Canned & Dry
				Pancake and Waffle Syrup			Canned & Dry
				Parboiled Rice			Canned & Dry
				Pasta Macaroni Elbow			Canned & Dry
				Peanut Butter			Canned & Dry
				Peppered Cream Gravy Mix			Canned & Dry
				Powder Cheddar Cheese Mix			Canned & Dry
				Quick Grits			Canned & Dry
				Quick Oats			Canned & Dry
				Raisins			Canned & Dry
				Salad Dressing			Canned & Dry

Screenshot for reference: Contained in the email request there is a Spreadsheet to be filled out. This is an example reference only.

2025 Sysco Foods Bid Response

Product Number	Brand	Pack Size	Unit Size	Description	Current Bid Price	Margin %	Category
5074810	SYSCO IMPERIAL	1	50 LB	Dry Prewashed Pinto Bean	\$45.09	10.05%	Canned & Dry
1352869	MISSION FOODS	24	12 CT	4.5" Tortilla	\$31.65	10.05%	Canned & Dry
2603005	SYSCO CLASSIC	72	4 OZ	Applesauce	\$39.08	10.05%	Canned & Dry
4008355	SYSCO RELIANCE	4	1 GAL	Barbecue Sauce	\$47.46	10.05%	Canned & Dry
4099107	SYSCO CLASSIC	1	20 LB	Blackeyed Pea Dry Prewashed	\$25.63	10.05%	Canned & Dry
8558215	SYSCO IMPERIAL	6	15 OZ	Brown Gravy Mix	\$28.05	10.05%	Canned & Dry
2182388	SYSCO RELIANCE	6	#10	Canned Peaches	\$63.78	10.05%	Canned & Dry
4053435	CHEF MATE	6	#10	Chili	\$89.15	10.05%	Canned & Dry
653685	MARGARET HOLMES VEGGIES	6	#10	Chopped Spinach	\$41.71	10.05%	Canned & Dry
6034201	ALLENS (CAN & DRY)	6	#10	Collard Greens	\$39.68	10.05%	Canned & Dry
1242439	SYSCO RELIANCE	6	5 LB	Complete Brownie Mix	\$34.77	10.05%	Canned & Dry
5301627	SYSCO RELIANCE	6	5 LB	Complete Yellow Cake Mix	\$30.48	10.05%	Canned & Dry
6964243	CMC FOODS	1	50 LBS	Cornbread Mix	\$27.16	10.05%	Canned & Dry
7404619	CASA SOLANA CLASSIC	6	30 OZ	Dehydrated or canned refried beans	\$25.30	10.05%	Canned & Dry
4003070	SYSCO CLASSIC	6	#10	Diced Peas and Carrots	\$56.24	10.05%	Canned & Dry
7142747	CASA SOLANA CLASSIC	12	28 OZ	Diced Tomato with Green Chiles	\$26.27	10.05%	Canned & Dry
3990686	SYSCO IMPERIAL	6	28 OZ	Dry Cream Base Soup Mix	\$46.48	10.05%	Canned & Dry
4231528	SYSCO CLASSIC	1	25 LB	Dry Powdered Non Fat Milk	\$65.86	10.05%	Canned & Dry
4782694	SYSCO CLASSIC	1	50 LB	Granulated Sugar	\$45.89	10.05%	Canned & Dry
4675138	SYSCO CLASSIC	6	3.55LB	Instant Mashed Potatoes	\$67.17	10.05%	Canned & Dry
1854926	SYSCO CLASSIC	1	50 LB	Light Brown Sugar	\$55.81	10.05%	Canned & Dry
4112926	SYSCO CLASSIC	6	#10	Mixed Vegetables	\$45.37	10.05%	Canned & Dry
4309357	PACKER	6	#10	Mushroom Stems & Pieces	\$64.06	10.05%	Canned & Dry
2870806	SYSCO CLASSIC	12	12 OZ	Oatmeal Cookies	\$23.81	10.05%	Canned & Dry
4591622	FIELDSTONE	8	24 CT	Oatmeal Cream Pies	\$43.61	10.05%	Canned & Dry
4290049	SYSCO IMPERIAL	6	17 OZ	Pan Coating	\$20.53	10.05%	Canned & Dry
4008769	SYSCO RELIANCE	4	1 GAL	Pancake and Waffle Syrup	\$43.44	10.05%	Canned & Dry
4671350	SYSCO IMPERIAL	1	25 LB	Parballed Rice	\$20.56	10.05%	Canned & Dry
5204544	ARREZZIO CLASSIC	2	10 LB	Pasta Macaroni Elbow	\$30.62	10.05%	Canned & Dry
4009189	SYSCO CLASSIC	6	5 LB	Peanut Butter	\$55.81	10.05%	Canned & Dry
5771381	SYSCO RELIANCE	6	1.5 LB	Peppered Cream Gravy Mix	\$25.73	10.05%	Canned & Dry
4933966	SYSCO IMPERIAL	6	29 OZ	Powder Cheddar Cheese Mix	\$77.04	10.05%	Canned & Dry
2964401	QUAKER	8	5 LB	Quick Grits	\$26.11	10.05%	Canned & Dry
6561138	GILSTER MARILEE	1	50 LB	Quick Oats	\$56.58	10.05%	Canned & Dry
4010807	SYSCO IMPERIAL	1	30 LB	Raisins	\$60.99	10.05%	Canned & Dry
4002457	SYSCO RELIANCE	1	30 LB	Salad Dressing	\$35.44	10.05%	Canned & Dry
4540373	SYSCO CLASSIC	1	25 LB	Salt	\$6.71	10.05%	Canned & Dry
4257986	SYSCO RELIANCE	6	#10	Sliced Carrots	\$40.49	10.05%	Canned & Dry
5096441	SYSCO IMPERIAL	6	#10	Tomato Sauce	\$34.05	10.05%	Canned & Dry
4125250	WHOLE SOME FARMS CLASSIC	6	5 LB	BIB Scrambled Egg Mix	\$38.00	10.05%	Dairy
13490	WHOLE SOME FARMS CLASSIC	25	.5 PT	Milk 2% Reduced Fat	\$9.96	10.05%	Dairy
5164175	SYSCO CLASSIC	30	1 LB	Margarine	\$29.89	10.05%	Dairy
5228885	SAHARA BURST	12	8.6 OZ	Lemonade Drink Mix No Calorie	\$17.33	10.05%	Beverage
4609723	SYSCO CLASSIC	2	5 LB	Turkey Frank	\$19.71	10.05%	Frozen
4407233	EGGO WAFFLES	12	12 CT	Waffle	\$19.78	10.05%	Frozen
6988166	SYSCO CLASSIC	12	2.5 LB	Broccoli	\$28.59	10.05%	Frozen
5243718	TONYS (SCHWANS)	96	4.48OZ	Pepperoni Pizza Squares	\$53.33	10.05%	Frozen
6997896	EL MONTEREY (BURRITOS)	8	8 CT	Burrito Beef & Bean 4 Oz	\$40.29	10.05%	Frozen
5020266	SYSCO IMPERIAL	6	6 LB	Potato Hash Brown Diced	\$57.85	10.05%	Frozen
8386815	BAKER'S SOURCE CLASSIC	10	24OZ	Whole Wheat Bread Sliced	\$24.87	10.05%	Frozen
7223093	BAKER'S SOURCE CLASSIC	6	32 CT	.75 oz Par Baked Dinner Roll	\$31.02	10.05%	Frozen
2353237	FIRE RIVER FARMS CLASSIC	80	4 OZ	Beef Patty 80/20 4 oz	\$102.40	10.05%	Meats
6290399	ADVANCE (NON-PROP)	160	1 OZ	Steak Finger Breaded Fried	\$52.06	10.05%	Meats
7792187	SYSCO CLASSIC	4	10 LB	Chicken Thigh Boneless Skinless	\$99.00	10.05%	Poultry
5393442	SYSCO CLASSIC	1	10#	Sausage Turkey Patty 2 oz	\$28.26	10.05%	Poultry
7268279	SYSCO CLASSIC	4	5 LB	Turkey Ground Mechanically Separated	\$19.81	10.05%	Poultry
3522794	BAKER'S SOURCE IMPERIAL	216	2.2 OZ	Frozen Biscuit Dough	\$43.16	10.05%	Frozen
427021	BUTTERBALL (POULTRY)	2	5 LB	Diced Turkey Meat Cooked	\$31.91	10.05%	Poultry
4812400	BLOCK & BARREL CLASSIC	2	5-6#AV	Turkey Bologna	\$2.21	10.05%	Poultry
8475695	TYSON RED LABEL	2	5LB	Chicken Breast Patty Breaded	\$21.68	10.05%	Poultry
1008473	IMPERIAL FRESH	1	50 LB	Potato Baking Idaho 100 Count Fresh	\$16.18	10.05%	Produce
1675701	IMPERIAL FRESH	4	5 LB	Cabbage Green Shredded Fresh In Bag	\$23.25	10.05%	Produce
1158542	PROPACK	1	40 LB	Banana Fresh	\$23.25	10.05%	Produce
1917509	SYSCO CLASSIC	1	10 LB	Mini Corn Dogs (No Stick)(All Meat Ok)	\$44.47	10.05%	Frozen
8415354	TYSON RED LABEL	2	5 lb	Chicken Strips Breaded Fried	\$26.35	10.05%	Poultry
5932114	CITAVO CLASSIC	96	1.5 OZ	Coffee Filter Pack	\$65.07	10.05%	Beverage
				5 Gallon Beverage Dispensor		10.05%	Beverage Dispensor
7116694	BAKER'S SOURCE CLASSIC	12	12 CT	Hot Dog Buns	\$33.76	10.05%	Frozen



9

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 03/27/2025	Submitted by: T. Wilson
Meeting Date: 04/01/2025	Department: 241st District Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Indigent Defense Contract	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to approve contracts for legal services for indigent criminal defendants for John Jarvis, 241st District Court pursuant to the Texas Code of Criminal Procedure, Article 26.04.	
Background: John Jarvis has agreed to provide Indigent Defense for the 241st District Court along with the 475th District Court. The Term for the 241st begins on 04/01/2025 and will end on September 30, 2025	
Financial and Operational Impact: \$60,000.00 for the remaining FY.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Judge Gunter	Email: DGunter@smith-county.com
Name: John Jarvis	Email: john@jarvis.biz
Name:	Email:
Name:	Email:

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 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 # _____

**CONTRACT FOR LEGAL SERVICES
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 241st Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through it's duly elected County Judge and Commissioners Court.
4. Attorney shall mean John Jarvis.
5. Term. The term of this contract shall be for six months beginning on April 1, 2025 and ending on September 30, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the six (6) month term of this agreement totaling Sixty Thousand and no/100 Dollars (\$60,000.00) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
 - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
 - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;
 - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
 - e. is of sound mind, as well as good moral and ethical character;
 - f. has not been sanctioned by a court for failure to appear;
 - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
 - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
 - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
 - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
 - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
 - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
 - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
 - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of

expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
 - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
 - b. Make every reasonable effort to contact any court-appointed client not later than the end of the first working day after the date on which the attorney is appointed and to interview the defendant as soon as practicable after the attorney is appointed.
 - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
 - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
 - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
 - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
 - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. Continuing Requirements. In addition to the foregoing qualifications and performance standards, Attorney shall:
 - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
 - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
 - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.
14. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
 - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
 - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
 - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
 - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
 - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

John Jarvis
Date

10

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 03/25/2025	Submitted by: KAREN NELSON
Meeting Date: 04/01/2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Plats	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Stottern Addition, Precinct 3; and b. Re-Plat for the Cumberland Ridge Subdivision, Unit 5, Precinct 1	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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 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: Stottern addition

Adjacent Road: County Road 462

Developer: Martha Martin Phone: [REDACTED]

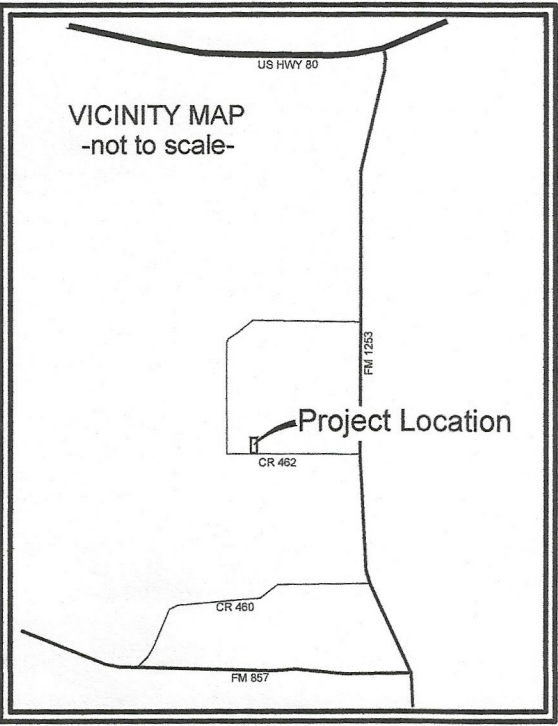
email: [REDACTED] Fax: [REDACTED]

Surveyor: JDS Surveying Phone: [REDACTED]

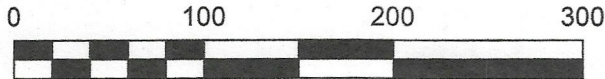
email: [REDACTED] Fax: [REDACTED]

Roadway Length: _____ 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)		3-20-25 SB ✓	
	Plat Fee	\$25	\$100 ✓ 3-20-25 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		3-20-25 SB ✓	
	Designated Rep. (Pledger) Clearance Letter	See notes below	3-20-25 SB ✓	
	Tax Certificate		3-20-25 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	Maintenance Bond (\$30/ft.)	Not Required	Not Required	



SCALE: 1" = 100'



STOTTERN ADDITION

BEING ALL OF A CALLED 2.00 ACRE TRACT,
LOCATED IN THE
A. CROCKETT SURVEY, ABSTRACT NO. 224
SMITH COUNTY, TEXAS.

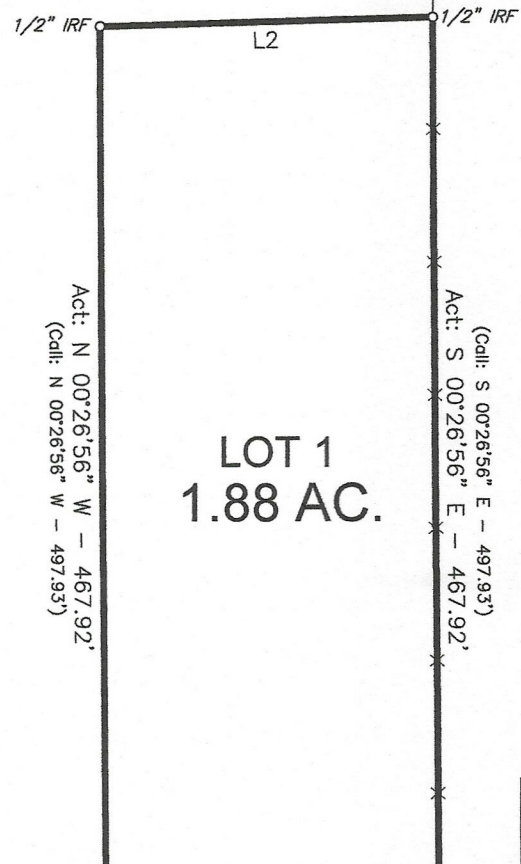
CALLED 15.5 ACRES
ELIZABETH ANN DAFFIN
TO
DAVID KEMP DAFFIN
DECEMBER 12, 2017
DOCUMENT NO. 20180100001893

CALLED 10.0000 ACRES
DAVID KEMP DAFFIN
TO
BRANDON KIRK HAYES
JULY 27, 2022
DOCUMENT NO. 202201031576

A. CROCKETT SURVEY A-224

RESIDUE OF A
CALLED 20.0600 ACRES
DAVID KEMP DAFFIN
TO
MARQUITA STOTTERN
JULY 27, 2022
DOCUMENT NO. 202201031575

(FUTURE DEVELOPMENT)



CALLED 212.489 ACRES
L.L. HOFFMAN FARMS, LP
TO
L.L. & M.J. HOFFMAN LIVING TRUST
AUGUST 19, 2024
DOCUMENT NO. 202401023583

LEGAL DESCRIPTION:

1.88 ACRES

BEING ALL OF A CALLED 2.00 ACRE TRACT AS DESCRIBED IN A DEED FROM MARQUITA STOTTERN TO MARTHA ALEJANDRO ESCUDERO MARTIN AND DUANE LEE MARTIN, JR., DATED OCTOBER 17, 2024 AND RECORDED IN DOCUMENT NO. 202401029997 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.

BEGINNING AT A 1/2" IRON ROD SET IN THE COMMON LINE OF SAID 2.00 ACRE TRACT AND A CALLED 212.489 ACRE TRACT AS DESCRIBED IN A DEED FROM L.L. HOFFMAN FARMS, LP TO L.L. & M.J. HOFFMAN LIVING TRUST, DATED AUGUST 19, 2024 AND RECORDED IN DOCUMENT NO. 202401023583, FROM WHICH A PK NAIL FOUND IN COUNTY ROAD 462, BEING AT THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT, BEARS SOUTH 00 DEG. 26 MIN. 56 SEC. EAST, A DISTANCE OF 30.01 FEET;

THENCE SOUTH 88 DEG. 24 MIN. 04 SEC. WEST, ACROSS SAID 2.00 ACRE TRACT, A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE WEST LINE OF SAME AND BEING AN EAST LINE OF THE RESIDUE OF A CALLED 20.0600 ACRE TRACT AS DESCRIBED IN A DEED FROM DAVID KEMP DAFFIN TO MARQUITA STOTTERN, DATED JULY 27, 2022 AND RECORDED IN DOCUMENT NO. 202201031575;

THENCE NORTH 00 DEG. 26 MIN. 56 SEC. WEST, WITH AN EAST LINE OF SAID RESIDUE TRACT, A DISTANCE OF 467.92 FEET TO A 1/2" IRON ROD FOUND AT AN ELL CORNER OF SAME AND BEING AT THE NORTHWEST CORNER OF SAID 2.00 ACRE TRACT;

THENCE NORTH 88 DEG. 24 MIN. 04 SEC. EAST, WITH A SOUTH LINE OF SAID RESIDUE TRACT, A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD FOUND AT AN ELL CORNER OF SAME, BEING AT THE NORTHEAST CORNER OF SAID 2.00 ACRE TRACT, AND BEING IN THE WEST LINE OF SAID 212.489 ACRE TRACT;

THENCE SOUTH 00 DEG. 26 MIN. 56 SEC. EAST, WITH THE WEST LINE OF SAID 212.489 ACRE TRACT, A DISTANCE OF 467.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.88 ACRES OF LAND.

CALLED 52.501 ACRES
DJF INVESTMENTS, LP
TO
HEATH J. PODRAZA
JANUARY 11, 2018
DOCUMENT NO.
20180100002049

CALLED 50.88 ACRES
RICHARD ALBERT HASTING JR. AND WIFE,
SHARON LANDRESS HASTING
TO
PAMELA A. MARTIN
NOVEMBER 5, 2020
DOCUMENT NO. 202001042268

W. MILLS SURVEY A-685

RESIDUE OF A
CALLED 44.5546 ACRES
VOLUME 1742, PAGE 441

CALLED 0.895 ACRES
JOHNNY LEE
TO
LAUREN LEE
MAY 15, 2015
DOCUMENT NO.
20150100029770

RESIDUE OF A
CALLED 44.5546 ACRES
ROGER KNIFFIN, ET AL
TO
BONNIE DAVIS KNIFFIN
MAY 10, 1979
VOLUME 1742, PAGE 441

OWNER'S STATEMENT:

KNOW ALL MEN BY THESE PRESENT, that Martha Martin and Duane Martin, Jr., do hereby adopt the plat designating the herein above property as STOTTERN ADDITION in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the use of the streets and easements shown hereon.

WITNESS MY HAND, this the 17 day of March, A.D., 2025

Martha E. Martin
D. J. Martin Jr.

THE STATE OF TEXAS §
COUNTY OF SMITH §

BEFORE ME, the undersigned authority, on this day personally appeared
Martha E. Martin & Duane L. Martin Jr.

known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of March, 2025

[Signature]
Notary Public, State of Texas

I, _____, COUNTY JUDGE OF SMITH COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS APPROVED AND ACCEPTED FOR RECORDING BY THE COMMISSIONERS COURT OF SAID COUNTY ON THE _____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

COUNTY JUDGE
SMITH COUNTY, TEXAS

PLAT RECORDED IN CABINET _____, SLIDE _____

DATE RECORDED: _____



LINE	BEARING	DISTANCE
L1	S 88°24'04" W	175.00'
L2	N 88°24'04" E	175.00'
L3	S 00°26'56" E	30.01'
L4	S 88°24'04" W	175.00'
L5	N 00°26'56" W	30.01'

NOTES:

ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48423C0250C, DATED SEPTEMBER 26, 2008, THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X "OTHER AREAS", BEING DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THE BEARINGS HEREON WERE ORIENTED TO AGREE WITH GRID NORTH AND WERE DERIVED USING G.P.S. EQUIPMENT. (TEXAS NORTH CENTRAL ZONE - NAD 83).

ALL IRON RODS SET ARE CAPPED WITH PLASTIC CAPS STAMPED (JDS 10194118) UNLESS OTHERWISE NOTED.

1/2" IRON ROD SET WITH PLASTIC CAP STAMPED (JDS 10194118) AT ALL NEWLY ESTABLISHED LOT CORNERS UNLESS OTHERWISE NOTED.

SELLING A PORTION OF THE ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

SMITH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND THE OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS SMITH COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF THE OWNERS SET FORTH IN THIS PARAGRAPH.

ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.

SMITH COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

THE EXISTING CREEKS OR DRAINAGE CHANNELS, IF LEFT UNIMPROVED, TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.

CONSTRUCTION NOT COMPLETE WITHIN TWO YEARS OF THE COMMISSIONERS COURT APPROVAL SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION STANDARDS AND REGULATIONS. THE COUNTY MAY REQUIRE THE SUBDIVISION BE RE-PLATTED.

LEGEND	
Barbed Wire Fence	—x—
Powerline	—e—
IRF	IRON ROD FOUND
o	1/2" IRF at all newly established lot corners unless otherwise noted. (See notes)

SURVEYOR'S STATEMENT:

I, Jace D. Scarbrough, registered professional surveyor no. 6289, do hereby certify that the above plat was prepared from an actual survey made on the ground under my supervision during the month of March, 2025.

GIVEN UNDER MY HAND & SEAL, this the 13th day of March, 2025.

Jace Scarbrough
JACE D. SCARBROUGH - R.P.L.S. No. 6289



DRAWN BY: SJ	SCALE: 1" = 100'
SURVEYED BY: ZP	REF: 4229
DATE: 03-06-2025	FILE NO.: 4597.DWG





Subdivision Name: Cumberland Ridge Unit 5

Adjacent Road: Treasure Cove / Knob Hill

Developer: David Buhrkuhl

Phone: _____

email: _____

Fax: _____

Surveyor: Joseph Pollard

Phone: XXXXXXXXXX

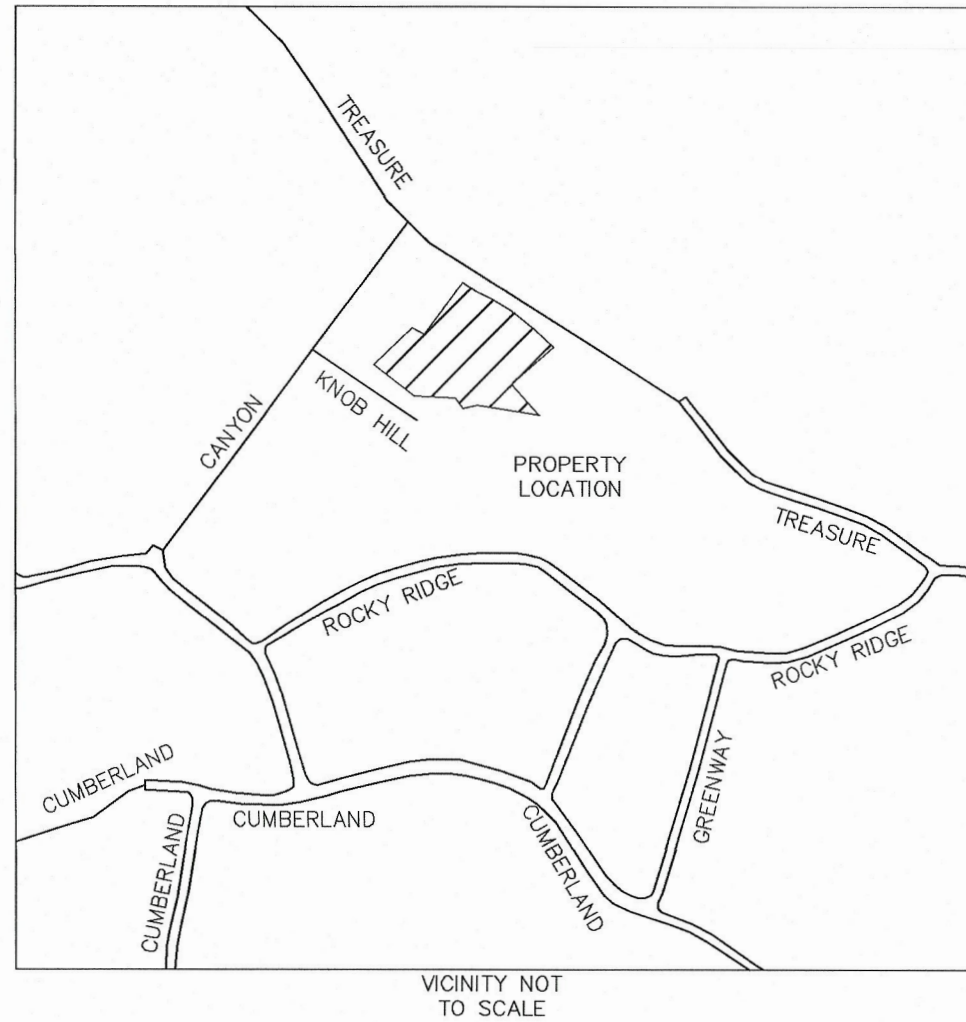
email: XXXXXXXXXX

Fax: _____

Roadway Length: _____

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)	3-19-25 SB		
	Plat Fee	\$25 3-19-25 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	NA		
	Designated Rep. (Pledger) Clearance Letter	See notes below		
	Tax Certificate	3-19-25 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	



NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

PEDRO E. BEAN SURVEY, A-2
(R.O.W. & BEARING BASIS PER PLAT, VOL. 7, PG. 8, S.C.P.R.)

- L-1 S60°02'31"E, 53.15'
(RECORD: 53.43')
L-2 S50°19'50"E, 38.99'
(RECORD: 31.87')
L-3 S50°18'16"E, 31.59'
(RECORD: 58.53')
L-4 S47°53'53"E, 58.30'
(RECORD: 31.0')
L-5 S62°45'28"E, 30.72'
(RECORD: 30.0')
L-6 N38°53'11"W, 29.90'
(RECORD: 30.0')
L-7 S78°28'59"W, 33.27'

C-1
R=246.61'
L=77.72'
(RECORD: 77.99')



OWNER'S STATEMENT:

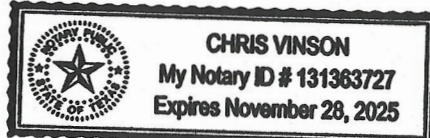
THAT WE, DAVID AND CATHERINE BUHRKUHL, ARE THE OWNERS OF THE TRACT SHOWN HEREON AND DO ACCEPT THIS AS OUR PLAN FOR THE SUBDIVIDING INTO LOTS AND BLOCKS AS SHOWN. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

WITNESS, MY HAND, THIS THE 14th DAY OF March, 2025.

BY: David Buhrkuhl
DAVID BUHRKUHL

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 14th DAY OF March, 2025.

Chris Vinson
NOTARY PUBLIC

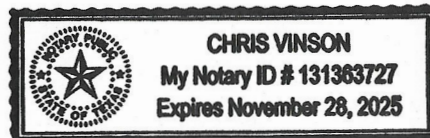


WITNESS, MY HAND, THIS THE 14th DAY OF March, 2025.

BY: Catherine Buhrkuhl
CATHERINE BUHRKUHL

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 14th DAY OF March, 2025.

Chris Vinson
NOTARY PUBLIC



SURVEYOR'S STATEMENT:

I, JOSEPH POLLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6499, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF FEBRUARY, 2025.

Joseph K. Pollard
JOSEPH K. POLLARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6499
STATE OF TEXAS



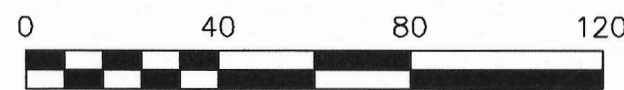
APPROVAL:

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, THIS THE ____ DAY OF ____, 2025.

COUNTY JUDGE

LEGEND
CM=CONTROLLING MONUMENT
EOP=EDGE OF PAVEMENT

INDICATES FND. 1/2" I. ROD
UNLESS OTHERWISE NOTED.



PLAT RECORDED IN CABINET 'G', SLIDE ____
DATE RECORDED: ____

RESUBDIVISION PLAT
A RESUBDIVISION OF
LOTS 20, 21, 22, 26, 27 AND 28, BLOCK 16
CUMBERLAND RIDGE SUBDIVISION, UNIT 5
PEDRO E. BEAN SURVEY, A-2
SMITH COUNTY

BMS TYLER SURVEYORS
BOB MATUSH SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
2624 KENSINGTON DRIVE, SUITE 107 TYLER, TEXAS 75703
TEL. (903) 561-7287 www.bmstyler.com
T.B.P.E.L.S. FIRM NO. 10048200
JOB NO. 25-030 DATE: 28 FEBRUARY 2025 SCALE: 1"=40'

11

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 04/01/2025		Submitted by: Karen Nelson	
Meeting Date: 03/26/2025		Department: Road & Bridge	
Item Requested is: <input type="checkbox"/> For Action/Consideration		<input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permit			
Agenda Category: <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			
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 184, Atmos Energy Corporation, install culvert, Precinct 1, b. County Road 217, Charter-Spectrum, install aerial fiber optic cable, underground conduits, vaults and pedestals, Precinct 3, c. County Road 21, 233 and 234, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3, d. County Road 245 N, 3111 N, 3112 N, 3185 N, 3200 and 3207, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3, e. County Road 236, 246, 26, 2305, 235, 233, 234, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3, f. County Road 246, 244, 26, 3211, 3199, 217 and 29, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3; and g. County Road 178, Lawley Contracting LLC, install underground fiber optic cable with pedestal, Precinct 1			
Background: See attached.			
Financial and Operational Impact:			
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Return Signed Documents to the following:			
Name:		Email:	
Name:		Email:	
Name:		Email:	
Name:		Email:	

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 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: 03/04/2025
 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: 214-500-7559
 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. 10,025' of underground conduits e/w fiber optic cable, 20 Vaults, 8 Pedestals, within the ROW of CR 21, CR 233, and CR 234.

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: 03/11/2025 Completion date: 03/11/2026

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: 03/04/2025

Approved: Frank [Signature] 3/13/25
Smith County Road Administrator/Engineer

SHEET INDEX:
1. COVER SHEET
2. GENERAL NOTES
3-11 OSP PLAN

PROJECT INFORMATION

CONTACT CHARTER-SPECTRUM
CONTACT OSCAR SOTO
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

Spectrum

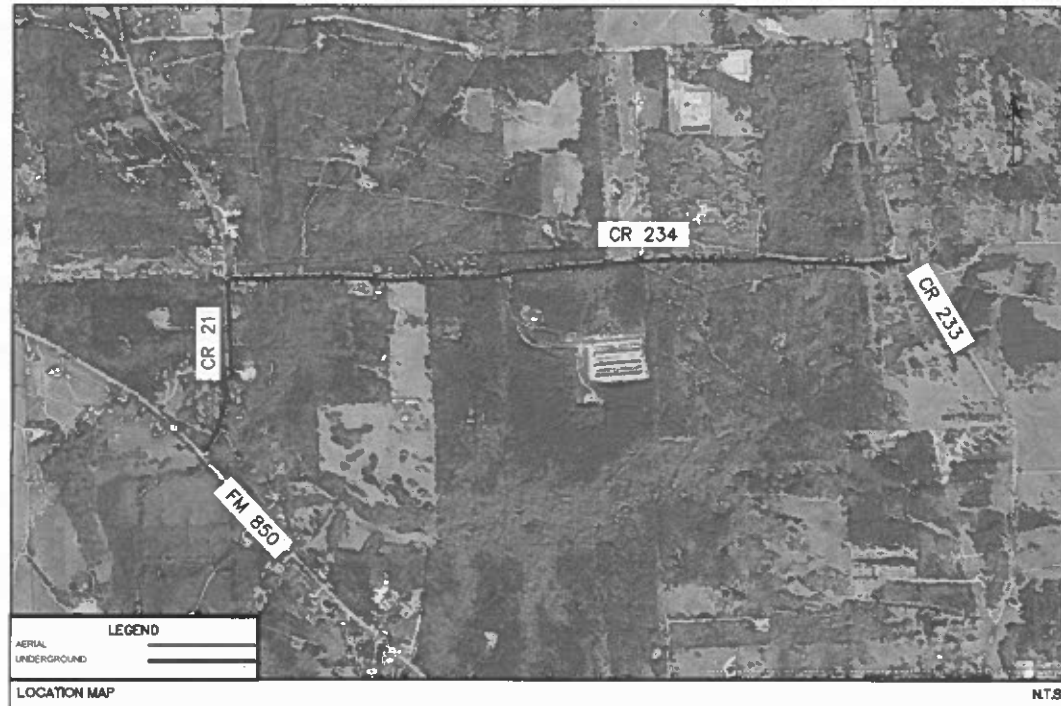
RDOF_TX_CLUSTER_2_TBD_WI29E (3993805)

TYLER, TX 75707
SMITH COUNTY
FEBRUARY 28, 2025

SCOPE OF WORK

CHARTER COMMUNICATIONS PROPOSES TO INSTALL
FIBER OPTIC CABLE ALONG COUNTY ROADS CR 21,
233, 234.

DESCRIPTION	UNITS	QUANTITY
DIRECTIONAL BORE	LF	10025
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	20
NEW PEDESTALS	EA	8
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	10025



SUBMITTAL PREPARED BY:

LJA
LJA TELECOM

6080 H. Central Expressway, Suite 400
Dallas, TX 75208
469-621-0710
TSPC FIRM REGISTRATION: P-1386

CONTACT:
STUART CORWELL
PHONE:
912-638-4717

SUBMITTED FOR APPROVAL BY:
ENGINEER OF RECORD

3/28/2025
DATE

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
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.



**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
135 SSE Loop 323
Tyler, Texas 75702

1. Applicant: LAWLEY CONTRACTING LLC Date: 3/24/2025
Company Name (if different): _____ Phone: 254-749-5365
Address: 3801 ORCHARD LN Fax: _____
WACO, TX Zip: 76705
24/7 Contact Name: KEITH FITZ-GERALD Phone: 254-749-5365
Contractor: LAWLEY CONTRACTING LLC Phone: 254-749-5365
Bonding Company: _____ Phone: _____
2. Franchise Holder: AT&T Phone: _____
3. Franchise Contact: MICHAEL PENCE Phone: 972-742-9068
4. Location (if applicable, length of installation in feet): ROYAL VISTA ESTATES AND CR 178
INSTALL UNDERGROUND FIBER-OPTIC CABLE WITH PEDESTAL ON CR 178.
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 UTILITY
SIGNS AND SAFETY CONES

7. Proposed start date: 3/26/2025 Completion date: 5/30/2025

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

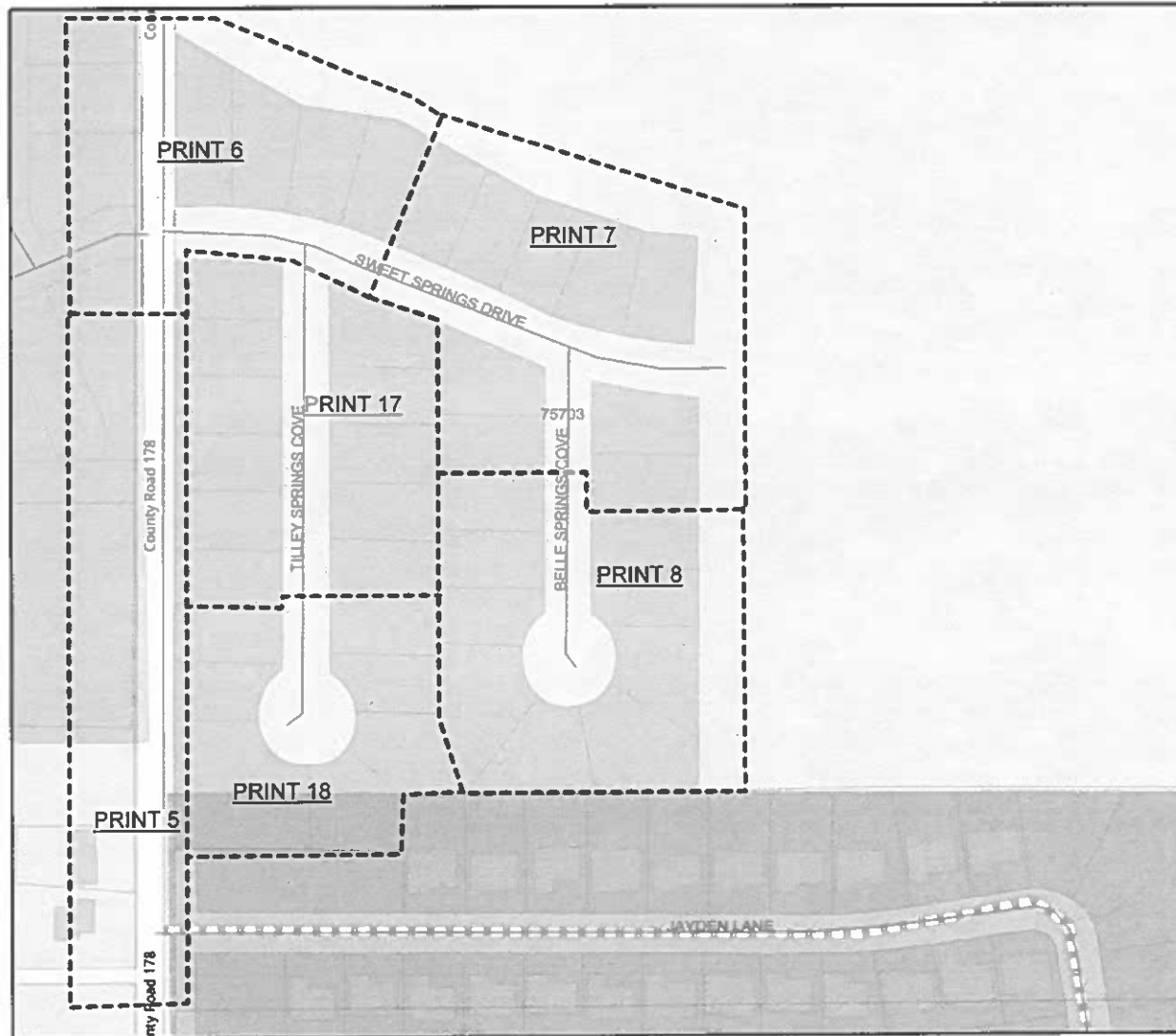
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

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: Keith Fitz-Gerald Date: 3/24/2025

Approved: [Signature] 3/24/25
Smith County Road Administrator/Engineer

VICINITY MAP
S 15117-1 C R 178, TYLER, TX 75703



ALL TERMINALS PLACED IN THIS JOB

2 B45C EVOLV4/250TIP 6 PLAC	4 B45C EVOLV8/250TIP 2 PLAC
3 B45C EVOLV8/250TIP 24 PLAC	5 B45C EVOLV12F/250TIP 1 PLAC

ALL INNERDUCT 1-1.25" PLACED IN THIS JOB

6 B645C INNERDUCT 1-1.25 1248 DBOR	7 B645C INNERDUCT 1-1.25 144 PULLBK
--	---

ALL FP AND BB PLACED IN THIS JOB

10 B45C PEDESTAL 33 PLAC	9 B645C PEDESTAL 28 PLAC
--------------------------------	--------------------------------

<input checked="" type="checkbox"/> BROOK BOX 13X19X12 PID 100071771	<input type="checkbox"/> FLOWER POTS 9X12 PID 100068443
---	--

READY TASK
☐ B45C
☐ 1 READY

**THIS PROJECT REQUIRES
COORDINATION WITH
UT:A028AXD**

**NOTE TO CONTRACTOR: 10'
UTILITY EASEMENT DOWN ALL
STREETS. PLACE CABLE 5'
FROM BACK OF U/E.**

**LOCATES-DAIL "811"
BURY/BORE ALL FIBER CABLE AT 36" MIN
UNLESS OTHERWISE NOTED**

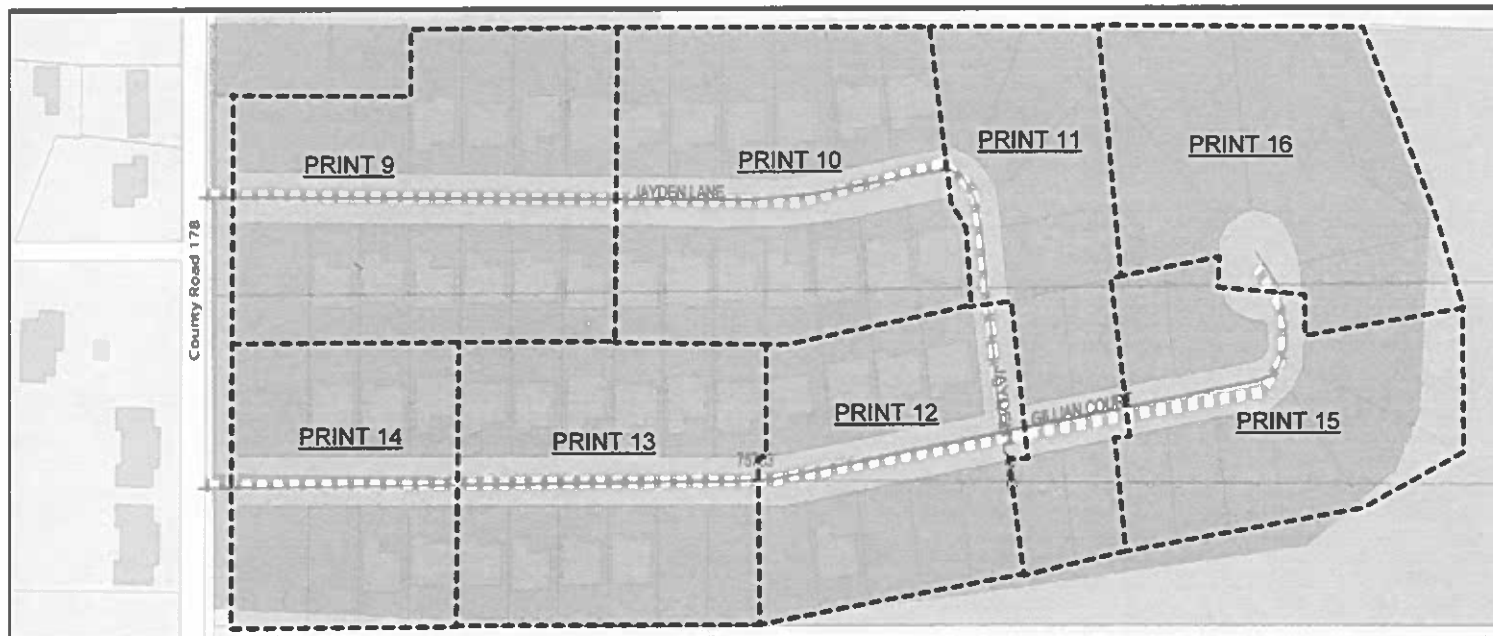
**CONTRACTOR NAME:- VERVEBA TELECOM
PSA: 4145PD**

**PROJECT #
A02VF09** **DATE SVC REQ'D
11/01/2024**

NPANNX 903561	GEO LOC TV7561	CLL TYLRTXSO
PRIMARY ENGR BERRY, JAMES R		
ENGR ID JB702P	PERMIT REQ'D	N
PHONE #: 9032454128	PRINT 1 OF 18	

VICINITY MAP

S 15117-1 C R 178, TYLER, TX 75703



THIS PROJECT REQUIRES
COORDINATION WITH
UT: A028AXD

NOTE TO CONTRACTOR: 10'
UTILITY EASEMENT DOWN ALL
STREETS. PLACE CABLE 5'
FROM BACK OF U/E.

LOCATES-DAIL "811"
BURY/BORE ALL FIBER CABLE AT 36" MIN
UNLESS OTHERWISE NOTED

CONTRACTOR NAME: VERVEVBA TELECOM
PSA: 4145PD

PROJECT # A02VF09		DATE SVC REQ'D 11/01/2024
NPANNX 903561	GEO LOC TV7561	CLLI TYLRTXSO
PRIMARY ENGR: BERRY, JAMES R		
ENGR ID JB702P	PERMIT REQ'D.	N
PHONE # 9032454128	PRINT 2 OF 18	



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: Evan Burns Date: _____
Company Name (if different): Atmos Energy Corporation Phone: 469.349.9698
Address: 5430 Lydon B Johnson Fwy Fax: _____
Dallas, TX Zip: 75240
24/7 Contact Name: David Harwell Phone: 214.326.8574
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): Installation of culvert under CR 184 at N32°08'26.04", W95°21'35.76"
approximately 16' long, diameter of culvert to be provided by 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: _____
Construction signage, flagging, and flagman as needed.

7. Proposed start date: 03.17.25 Completion date: 05.31.25

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 X 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: _____

Evan Burns

Digitally signed by Evan Burns
Date: 2025.03.12 08:53:18-05'00'

Date: 03/12/2025

Approved: _____

Smith County Road Administrator/Engineer

D. PAGE SURVEY
A-16

N32° 08' 26.04"
W95° 21' 35.76"

0+00

0+16

88.6459 ACRES
WELCH STEVE D LESTATE & LISA R
INS#19910100032157

CR 184



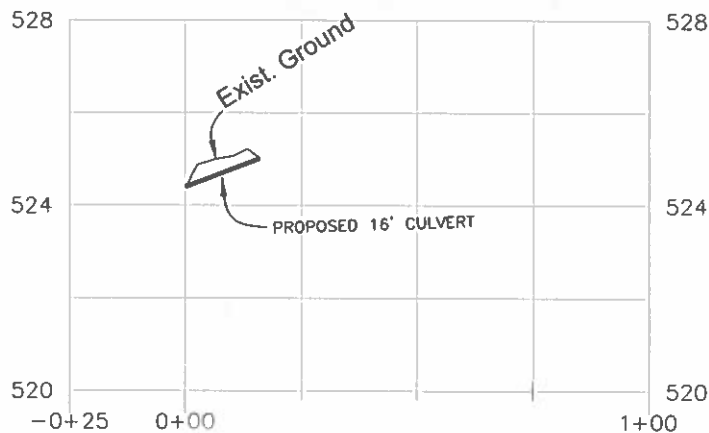
0 40'
SCALE: 1"=40'

NOTE: CULVERT TYPE, SIZE AND
FLOWLINE ELEVATIONS TO
BE DETERMINED IN THE FIELD.

SMITH COUNTY

0+00 BEGIN CULVERT
0+03 EDGE ROAD
0+13 EDGE ROAD
0+16 END CULVERT

- PL — PROPERTY LINE
- PROPOSED CULVERT
- EXISTING ROADWAY
- X — WIRE FENCE
- OE — OVERHEAD ELECTRIC
- G — PIPELINE
- W — WATER LINE
- SIGN
- POWER POLE



NOTES

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM,
NAD 83, NORTH CENTRAL ZONE (4202) AS DERIVED FROM GPS OBSERVATION.

VERTICAL SCALE: 1"=4'

KSA
a Pape-Dawson company

140 E. Tyler St., Suite 600
Longview, TX 75601
T. 903.236.7700
www.ksaeng.com

ATMOS
energy

CR 184 CULVERT

SHT 10F1

EXHIBIT "A"
ATMOS ENERGY
PROPOSED CULVERT
CROSSING CR 184
SMITH COUNTY, TEXAS

DRAWN BY: DBC

DATE: 3/13/2025

SCALE: SCALE: 1"=40'

DWG. NO. CR184



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: 3/19/2025
 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: 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 approx. 6,768' of aerial fiber optic cable attached to existing poles, and approx. 46,402' of underground conduits e/w fiber optic cable, and approx. 37 Vaults, and approx. 111 pedestals within the ROW of OLD PROVIDENCE RD/CR 217.
 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: 3/19/2025 Completion date: 3/19/2026

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.)

OLD PROVIDENCE RD/CR 217, CR 2299, BOB STILL RD/CR 223, CR 2290, CR 246 S, CR 2264, AND CR 233.

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: 3/19/2025

Approved: 

Smith County Road Administrator/Engineer

1.	COVER SHEET
2.	GENERAL NOTES
3-24	OSP PLAN

CONTACT: CHARTER-SPECTRUM
CONTACT: ZACH ESHLEMAN
PHONE: (903) 274-8484
EMAIL: Zach.Eshleman@charter.com

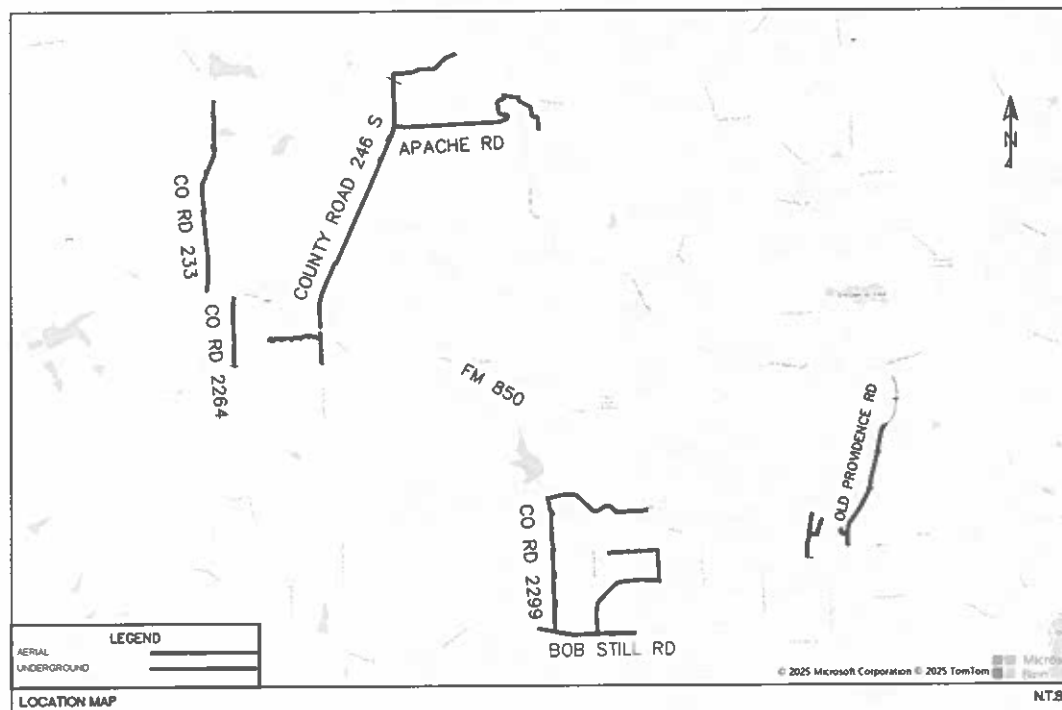
CONTACT
KEN BAILEY, SR., PROJECT MANAGER
LJA ENGINEERING, INC
2150 S CENTRAL EXPY, SUITE 300
MCKINNEY, TX 75070
KBAILEY@LJA.COM
214-624-2800

Spectrum▶

RDOF TX CLUSTER 2 TBD W180E (4176128)
 ARP, TX, TX 75750
 SMITH COUNTY
 MARCH 18, 2025

CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG OLD PROVIDENCE RD/CR 217, CR 2290, BOB STILL RD/CR 223, CR 2290, CR 246 S, CR 2284, AND CR 233.

DESCRIPTION	UNITS	QUANTITY
DIRECTIONAL BORE	LF	46402
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	37
NEW PEDESTALS	EA	111
POWER SUPPLY	EA	
AIRIAL RISER	EA	
NEW STRAND	LF	6768
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	28
TOTAL PROJECT FOOTAGE	LF	53170



LJA
LJA TELECOM

6060 N. Central Expressway, Suite 400
Dallas, TX 75206
409-621-0710
TYPE FIRM REGISTRATION: F-1386

CONTACT:
STUART CORWELL
PHONE:
312-438-4717

SUBMITTED FOR APPROVAL BY: _____ 3/19/2025
 NUMBER OF RECORDS: _____ 041

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 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.



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: 02/28/2025
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. 80.069' of underground conduits e/w fiber optic cable, and approx. 139 Vaults, and approx. 11 pedestals within the ROW of CR 236, WILDWOOD DRIVE, OAK PI, CEDAR PI, BIRCH PI, JUNIPER PI, CR 233, CR 240, CR 246, CR 26, CR 2305, CR 235, AND CR 234.

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 - W2 (RS)-22

7. Proposed start date: 03/05/2025 Completion date: 03/05/2025

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: Marwah Alstae

Date: 02/28/2025

Approved: Frank Davis 3/26/25

Smith County Road Administrator/Engineer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Rachel Manis-Hyatt		
	PHONE (A/C, No, Ext): 713-877-8975	FAX (A/C, No): 713-877-8974	
	E-MAIL ADDRESS: rmanis-hyatt@mcgriff.com		
INSURED Future Infrastructure Holdings, LLC, Future Infrastructure, LLC, Future Telecom Holdings, LLC, Future Telecom Purchaser, LLC, Future Telecom, LLC dba Future Telecom Infrastructure Services, Future Infrastructure, LLC, Utilitex Construction, L.L.P., Utilitex Plumbing, L.L.P., Utilitex LLC 3325 Innovative Way Mesquite, TX 75149	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Accident and Indemnity Company		22357
	INSURER B: Twin City Fire Insurance Company		29459
	INSURER C: Hartford Fire Insurance Company		19682
	INSURER D: Axis Surplus Insurance Company		26620
	INSURER E: Gotham Insurance Company		25569
	INSURER F: Oxford Insurance Company TN LLC		17142

COVERAGES

CERTIFICATE NUMBER: 3R5Y2P4N

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			61CSEQU3414	02/28/2023	02/28/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			61CSEQU3415	02/28/2023	02/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage Ded. \$ 250,000
D F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			P-001-000806562-02 1001-23-1	02/28/2023	02/28/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	61WNQU3411 61WBRQU3412 \$500,000 Ded/SIR applies to all	02/28/2023	02/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
E	Automobile Excess Liability			EX202300003084	02/28/2023	02/28/2024	Each Loss Aggregate \$ 3,000,000 \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Future Infrastructure
3325 Innovative Way
Mesquite, TX 75149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Michael Breedlove, Jr

Invoice #: F44882

(409) 895-3800
FAX (409) 895-3884
1-800-464-2749




2152 N. Wheeler St.
Jasper, TX 75951

SOLD TO: SMITH COUNTY
ADDRESS 200 East Ferguson Street, STE 414
Tyler, TX 75702

DEAL# 036108
SALESMAN Rick Brown

DATE 3/3/2025

MAKE	MODEL	NEW OR USED	VIN NO.	Color: WHITE	
2024 CHEVROLET	SILVERADO	New	1GB4YSE73RF244882	PRICE OF VEHICLE OPTIONAL EQUIP & ACCESS.	63,981.60
R.O. # 136805				ESP WARR.	
REQ. # TIPS-TAPS				SALES TAX LICENSE AND TITLE	N/A N/A
<div style="text-align: center;"> <h1>VEHICLE INVOICE</h1>  <p>3/17/25</p> </div>				TOTAL CASH PRICE	63,981.60
				FINANCING INSURANCE	
				TOTAL TIME PRICE	63,981.60
				SETTLEMENT: DEPOSIT CASH ON DELIVERY TRADE-IN N/A PAY-OFF N/A PAY-OFF TO TYPE VIN NO.	N/A N/A
				PAYMENTS	
				TOTAL	63,981.60

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

1. COVER SHEET
2. GENERAL NOTES
- 3-71. O&P PLAN

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

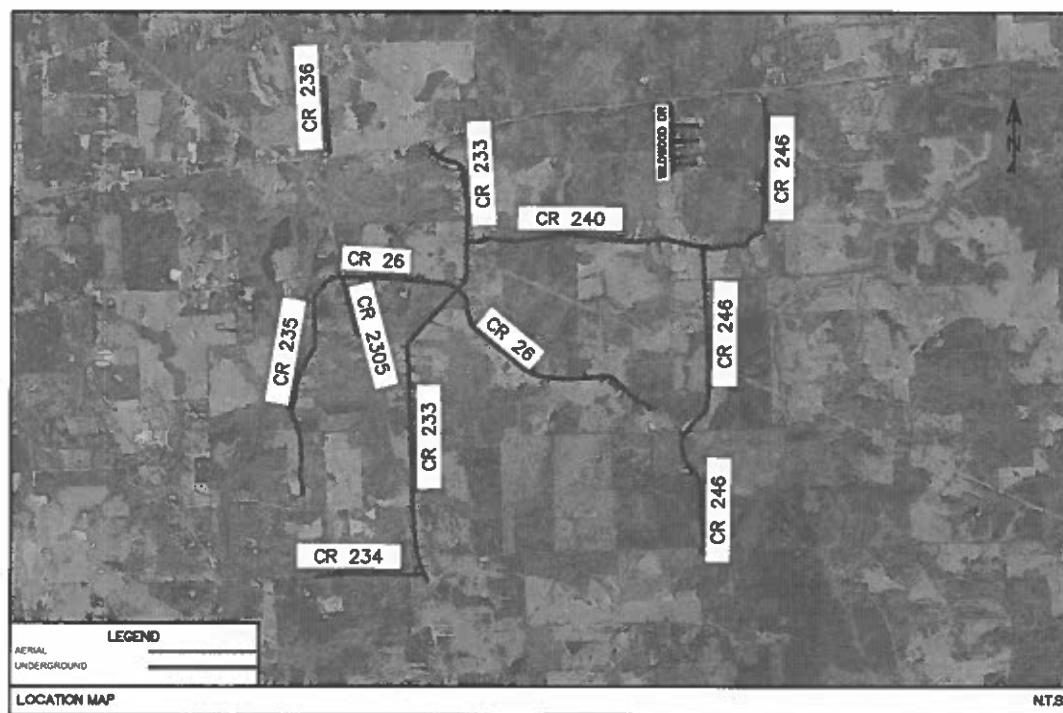
CONTACT:
KEN BAILEY, SR. PROJECT MANAGER
LJA ENGINEERING, INC
2150 S CENTRAL EXPY, SUITE 300
MCKINNEY, TX 75070
KBAILEY@LJA.COM
214-524-2800



RDOF_TX_CLUSTER_2_TBD_WI28E (3993804)
TYLER, TX 75707
SMITH COUNTY
FEBRUARY 26, 2025

CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG SMITH COUNTY ROAD 238, WILDWOOD DRIVE, OAK PL, CEDAR PL, BIRCH PL, JUNIPER PL, COUNTY RD 233, COUNTY RD 240, COUNTY RD 246, COUNTY RD 28, COUNTY RD 230S, COUNTY RD 235, AND COUNTY RD 234.

DESCRIPTION	UNIT	QUANTITY
DIRECTIONAL BORE	LF	80069
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	139
NEW PEDESTALS	EA	11
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	80069



LJA
LJA TELECOM

6000 K. Central Expressway, Suite 400
Dallas, TX 75206
409-623-0710
TELE FAX: 623-0710; F-1306

CONTACT
STUART CORRELL
PHONE: 813-438-4717

SUBMITTED FOR APPROVAL BY
DATE

NOTE: THE RIGHT-OF-WAY (ROW) SHOWN ON THE BE 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.



Know what's below.
Call before you dig.

File	Date	Time	From	To	Subject
1	1/10/2014	1:14:00	1	1	1
2	1/10/2014	1:14:00	1	1	1
3	1/10/2014	1:14:00	1	1	1
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57	1/10/2014	1:14:00	1	1	1
58	1/10/2014	1:14:00	1	1	1
59	1/10/2014	1:14:00	1	1	1
60	1/10/2014	1:14:00	1	1	1
61	1/10/2014	1:14:00	1	1	1
62	1/10/2014	1:14:00	1	1	1
63	1/10/2014	1:14:00	1	1	1
64					



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: 02/24/2025
 Company Name (if different): _____ Phone: _____
 Address: 4520 Stonewall St. Fax: _____
Greenville, Texas 75401 Zip: _____
 24/7 Contact Name: Glenn Valentine Phone: _____
 Contractor: Mastec North America - Juan Jaramillo Phone: (214) 500-7559
 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. 32,822' of underground conduits e/w fiber optic cable, and approx. 11 Vaults and 100 pedestal within the ROW of CR 245 N, CR 3111 N, CR 3112 N, CR 3185 N, CR 3200, & CR 3207.**
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: 2/27/2025 Completion date: 2/27/2026

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: 02/24/2025

Approved:  3/13/25
Smith County Road Administrator/Engineer

1. COVER SHEET
2. GENERAL NOTES
3-29 OSP PLAN

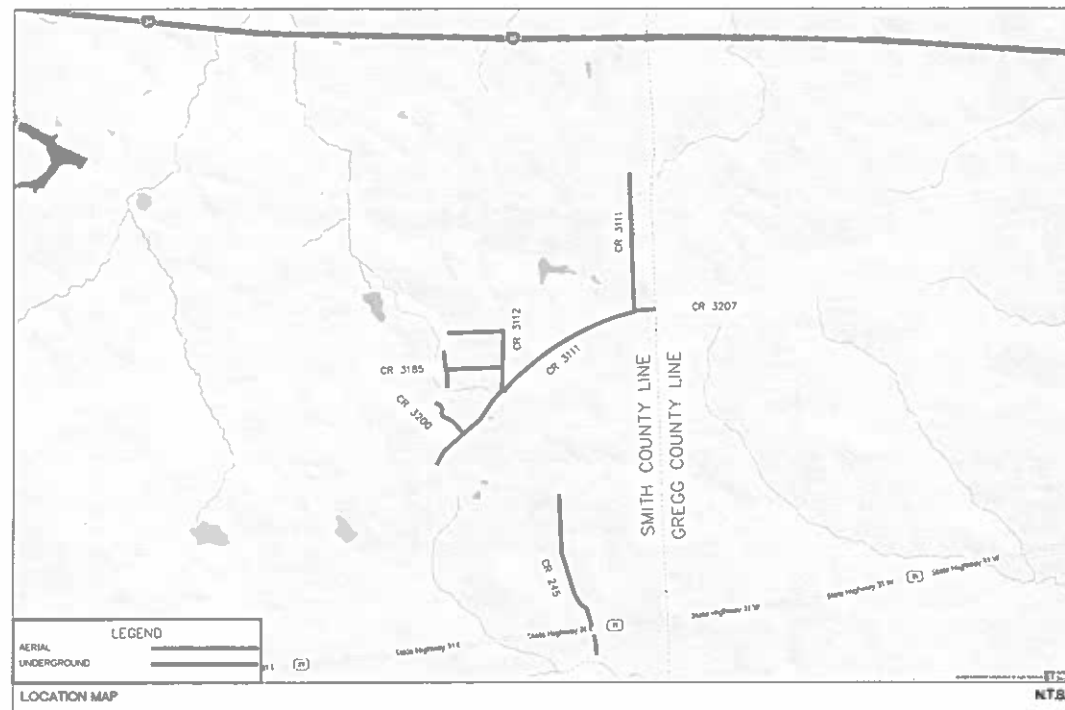
CONTACT: CHARTER-SPECTRUM
CONTACT: GLENN VALENTINE
PHONE: (214) 500-7559
EMAIL: Glenn.Valentine@charter.com

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_WI94E (4487524)
SMITH COUNTY
KILGORE, TX 75662
FEBRUARY 24, 2025

CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG COUNTY ROADS: CR 245, CR 3111, CR 3112, CR 3185, CR 3200, & CR 3207.

DESCRIPTION	UNIT	QUANTITY
DIRECTIONAL BORE	LF	32822
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	11
NEW PEDESTALS	EA	100
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	32822



LJA
LJA TELECOM

6060 N. Central Expressway, Suite 400
Dallas, Tx 75206
469-821-0710
TYPE FIRE REGISTRATION: F-1386

CONTACT:
STUART COWELL
PHONE:
512-439-4717

SUBMITTED FOR APPROVAL BY: _____ DATE: 2/16/2023
ENGINEER OF RECORD _____

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 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.



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: 03/14/2025
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: (214) 433-9097
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. 79,749' of underground conduits e/w fiber optic cable, and approx. 58 Vaults, and approx. 127 pedestals within the ROW of CR 246, CR 244, CR 26, CR 3211, CR 3199, CR 217, and CR 29.**

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: 03/19/2025 Completion date: 03/19/2026

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: 03/14/2025

Approved: 

3/26/25
Smith County Road Administrator/Engineer

12

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date:		Submitted by: Jennafer Macmillan	
Meeting Date: Weekly		Department: Auditor	
Item Requested is: <input type="checkbox"/> For Action/Consideration		<input checked="" type="checkbox"/> For Discussion/Report	
Title: Weekly Bill Pay			
Agenda Category: <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			
Agenda Wording: Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.			
Background:			
Financial and Operational Impact:			
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Return Signed Documents to the following:			
Name:		Email:	
Name:		Email:	
Name:		Email:	
Name:		Email:	

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 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 TREASURER

VENDOR 000383 DISTRICT CLERK - SMITH CO. 03/25/2025 CHECK# 176575

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
10.450.4700.793			JURY	15,500.00
TOTAL				15,500.00

3/25/25 Live Check

4/1 BILLS

1287494 GENERAL FUND



SMITH COUNTY TREASURER
BY ORDER OF THE COMMISSIONERS
COURT OF SMITH COUNTY
SOUTHSIDE BANK
TYLER TEXAS

JURY

CHECK NO. 176575

DATE	AMOUNT
03/25/2025	\$15,500.00

FIFTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF DISTRICT CLERK - SMITH CO.
TYLER TX 75702

VOID AFTER 90 DAYS

Kelli R. White
County Treasurer
Alan W. Wilson
County Auditor

⑈176575⑈ ⑆111923607⑆ ⑆1287494⑈

176575

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME	DISTRICT CLERK	REQUISITION NUMBER	10.450.4700.793		
	DATE	3/25/2025	FUND NUMBER			
	DATE REQUIRED		DEPARTMENT CODE			
DELIVER TO:		DISTRICT CLERK	SUGGESTED VENDORS:			
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --						
DATE PREPARED			PREPARED BY		-- CIRCLE SELECTED VENDOR --	
PURCHASE ORDER NO.			CONTRACT NO.		#1 VENDOR NAME	#2 VENDOR NAME
CODING	QUANTITY	DESCRIPTION				
	1	CHECK FOR \$ 15,500.00				
		FOR \$20 JURY DRAWER				
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.			IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.			
3/25/25			/s/ April Fox			
DATE			EMPLOYEE NAME			
PENNY CLARKSTON			EXTENSION			
DEPARTMENT HEAD						
DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT						

Submit

SMITH COUNTY TREASURER

VENDOR 012011 SMITH COUNTY INSURANCE FUND

03/26/2025

CHECK# 176576

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
10.1317			DUE FROM INS	500,000.00
			TOTAL	500,000.00

1287494 GENERAL FUND



SMITH COUNTY TREASURER
BY ORDER OF THE COMMISSIONERS
COURT OF SMITH COUNTY

SOUTHSIDE BANK
TYLER TEXAS

DUE FROM INS

CHECK NO. 176576

DATE	AMOUNT
03/26/2025	\$500,000.00

FIVE HUNDRED THOUSAND AND 00/100 DOLLARS

PAY SMITH COUNTY INSURANCE FUND
TO THE
ORDER
OF

VOID AFTER 90 DAYS

Kelli P. White
County Treasurer
Mark W. Wilson
County Auditor

⑈176576⑈ ⑆111923607⑆ ⑈1287494⑈

176576

56.1398

DEPOSIT TO:

3/25/2025

Vendor # 012011

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES HEREIN 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.

DATE 3/25/2025

BUDGET ADEQUATE - APPROVED

Ann Wiktor/kb

**OFFICE OF
SMITH COUNTY TREASURER
200 EAST FERGUSON, SUITE 402
TYLER, TEXAS 75702
TELEPHONE 903-590-4731
FAX 903-590-4733**

March 26, 2025

**Southside Bank
100 S. Beckham
Tyler, TX. 75701**

**Attention: Wire Department
Re: Adult Probation Insurance Wire**

Please use this letter as your authorization to wire out funds from Smith County Community Service (Adult Probation) checking account [REDACTED] to the Department of Criminal Justice for CSCD #212. The wire amount today is \$ 10, 294.90

Please e-mail a confirmation number to kwhite@smith-county.com and arawlings@smith-county.com or fax to 903-590-4733.

The wire instructions are stated below:

**First National Bank
2506 Pine Shadows Drive
Huntsville, TX. 77342
ABA [REDACTED]
Account Name: TDCJ Insurance
Account Number [REDACTED]
Routing No. [REDACTED]**

Thank you for your help in this matter.

Sincerely,

Kelli R. White

**Kelli R. White, CCT-CIO
Smith County Treasurer**

Ann Wilson

**Ann Wilson, CPA
Smith County Auditor**



**SMITH COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

217 E. Line Street
Tyler, Texas 75702
(903) 590-2700 * Fax (903) 590-2726

Janet Fugler
Director

REQUEST FOR WIRE TRANSFER

PAYABLE TO: Texas Department of Criminal Justice
PO Box 4015
Huntsville, Texas 77342-4015

WIRE TO: First Financial Bank
2506 Pine Shadows Drive
Huntsville, Texas 77342

CHECKING ACCOUNT NO.: [REDACTED]
ROUTING NO. [REDACTED]

FROM SMITH COUNTY
CSCD CHECKING ACCT.#: 1471295

DESCRIPTION: Employee Insurance Deductibles for the
Month of March 2025/Smith CSCD #212

AMOUNT: \$10,294.90

**I certify that the above amount is a true and correct total for employee
insurance deductibles for the period indicated.**

Denise Roberts
Denise Roberts, Benefit Coordinator

3/26/25
Date

13

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date:	Department: Sheriff Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Smith County Jail Update	
Agenda Category: <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	
Agenda Wording: Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.	
Background: See attached.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

14

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 03/28/2025	Submitted by: T. Wilson
Meeting Date: 04/01/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Executive Session - Claim LE20242007-1	
Agenda Category: <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	
Agenda Wording: Executive Session: SECTION 551.071 – CONSULTATION WITH ATTORNEY Deliberation and consultation with attorney regarding pending or contemplated litigation in Texas Associations of Counties, Law Enforcement Claim Number LE20242007-1.	
Background: Due to previous representation, this waiver is necessary for outside counsel.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

15

**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 3/28/2025	Submitted by: Jennafer Bell
Meeting Date: 4/1/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Claim LE20242007-1	
Agenda Category: <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	
Agenda Wording: Open Session Consider and take necessary action to approve a waiver pursuant to Texas Disciplinary Rules of Professional Conduct, 1.06.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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