

**COMMISSIONERS COURT AGENDA**  
**Tuesday, September 30, 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**

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Phone: (903) 590-4605

Fax: (903) 590-4615

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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, September 30, 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>).

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**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:**

### ***RESOLUTION***

1. Consider and take necessary action to ratify a resolution proclaiming September 2025, as "Sickle Cell Awareness Month" in Smith County.

### ***PRESENTATIONS***

2. Presentation of employee recognition, longevity certificates, and service pins.
3. Receive presentation on Health Facilities Dashboard for Smith County employees.

### ***COURT ORDERS***

#### **COMMISSIONERS COURT**

4. Consider and take necessary action to approve an Interlocal Agreement between Smith County and the University of Texas Health Science Center at Tyler for inmate health care services and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to approve the 2026 Dispatch Fees Interlocal Agreements between Smith County and the following, pursuant to Texas Government Code, Chapter 791, and authorize the county judge to sign all related documentation:
  - a. City of Arp,
  - b. City of Bullard,
  - c. City of Troup,
  - d. City of Whitehouse,
  - e. Emergency Services District No. 1 (ESD 1), and
  - f. Emergency Services District No. 2 (ESD 2).
6. Consider and take necessary action to approve the following Indigent Defense Contracts in the amount of \$120,000, for the 12-month term of the contract for the 7<sup>th</sup>, 241<sup>st</sup>, and 475<sup>th</sup> Judicial District Courts, pursuant to the Texas Code of Criminal Procedure, Article 26.04:
  - a. Clifton Roberson,
  - b. Donald Davidson,
  - c. John Jarvis,
  - d. Zachary Davis,
  - e. Rusty Drake,
  - f. James Wheeler,
  - g. James Williams,
  - h. Ryan Sorrells, and
  - i. Michael Yarbrough.

#### **FIRE MARSHAL'S OFFICE**

7. Consider and take necessary action to approve the Professional Services Agreement Addendum No. 1 between Smith County and H2O Partners, Inc. and authorize the county judge to sign all related documentation.

8. Consider and take necessary action to authorize the sale of fireworks for Diwali Day.

### **PURCHASING**

9. Consider and take necessary action to award a contract to Casey Slone Construction in the amount of \$264,777, for 31-25 Road and Bridge Site Improvements and authorize the county judge to sign all related documentation.
10. Consider and take necessary action to award a contract to Texana Land and Asphalt in the amount of \$1,688,488, for RB-20-25 Road Improvements to County Road 26 (Farm-to-Market Road 850 to CR 21) and CR 27 (CR 26 to end) and authorize the county judge to sign all related documentation.
11. Consider and take necessary action to award a contract to Texana Land and Asphalt in the amount of \$2,309,085.50 for RB-11-25 Road Improvements to County Road 313 (FM 14 to FM 2015) and CR 3147 (CR 313 to end) and authorize the county judge to sign all related documentation.
12. Consider and take necessary action to award a contract to A.E. Schull in the amount of \$399,118.55 for RB-33-25 Road Improvements to County Road 2193 (FM 756 to FM 2964) and authorize the county judge to sign all related documentation.
13. Consider and take necessary action to award a contract to A.E Schull in the amount of \$462,256.05 for RB-34-25 Road Improvements to County Road 172 (FM 346 to 2493) and authorize the county judge to sign all related documentation.

### **INFORMATION TECHNOLOGY**

14. Consider and take necessary action to approve a purchase from DataVox, Inc. utilizing TIPS Cooperative Purchasing Program, contract # 230105 in the amount of \$226,959.30 and authorize the county judge to sign all related documentation.

### **HUMAN RESOURCES**

15. Consider and take necessary action to approve submission of the 2026 Texas Association of Counties (TAC) Workers' Compensation Renewal Questionnaire and authorize the county judge to sign all related documentation.

## ***RECURRING BUSINESS***

### **ROAD AND BRIDGE**

16. Consider and take necessary action to authorize the county judge to sign the Final Plat for the Pflunigan Subdivision, Precinct 2.
17. Receive pipe and/or utility line installation request (notice only):
  - a. County Road 433, City of Lindale, road bore for service lines, Precinct 3,
  - b. County Road 452, Oncor Electric LLC, upgrade utility line, Precinct 3,
  - c. County Road 2159, Charter-Spectrum, install underground fiber optic cable with vaults

- and pedestals, Precinct 2,  
d. County Road 2101, Jackson Water Supply Corporation, install service line, Precinct 2,  
and  
e. County Road 1125, Dean Water Supply, road bore for service line, Precinct 2.

### **AUDITOR'S OFFICE**

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

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

### **SECTION 551.074 PERSONNEL MATTERS**

### **SECTION 551.071 CONSULTATION WITH ATTORNEY**

19. Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Animal Control and Shelter Supervisor Position.

### **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: 9/23/2025

Time: 5:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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

<b>Submission Date:</b> 9/23/2025	<b>Submitted by:</b> Casey Murphy
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Resolution: Sickle Cell Awareness Month	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to ratify a resolution proclaiming September 2025, as "Sickle Cell Awareness Month" in Smith County.	
<b>Background:</b> Gregory Buckner, president of the African-American Cultural Events Committee submitted this resolution request through Judge Neal Franklin.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> cmurphy@smith-county.com	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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



# Smith County Commissioners Court

## Resolution

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

**WHEREAS**, the African-American Cultural Events Committee presents the Sickie Cell Youth Scholarship Walk on Saturday, September 27, 2025, at Woldert Park in Tyler; and

**WHEREAS**, the purpose of the walk is to create awareness in the community of the Sickie Cell Disease that is prominent among African Americans, and to provide technical assistance to parents of underserved and deserving youth who desire to attend college. Portion of the funds raised from the walk will be granted to Sickie Cell Research and Awareness and Youth College Scholarships for local students; and

**WHEREAS**, the African-American Cultural Events Committee is organized exclusively for charitable, religious, educational and scientific purposes, including making distributions to nonprofit organizations; and

**WHEREAS**, Sickie Cell Awareness Month is observed annually in September. It is a time to raise awareness about Sickie Cell Disease, a genetic blood disorder that affects millions of people worldwide.

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

## “Sickie Cell Awareness Month”

in Smith County and encourages all citizens to become aware of the disease and support the young people affected by it in our community.

**WITNESS OUR HANDS THIS 30th day of September 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

<b>Submission Date:</b>	<b>Submitted by:</b> Esmeralda Corona
<b>Meeting Date:</b>	<b>Department:</b> Personnel
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Personnel Service Recognition	
<b>Agenda Category:</b> <input 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	
<b>Agenda Wording:</b> Presentation of employee recognition, longevity certificates, and service pins.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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

The following employees will be celebrating service milestones this month. Thank you for your service and dedication to the citizens of Smith County and congratulations on your milestones.

September 2025:

Shronda Mask {Sheriff's Office} 20 Yrs.

Kyle Benson {District Attorney} 20 Yrs.

Amber Wallace {Sheriff's Office} 15 Yrs.

Brad Turner {Sheriff's Office} 10 Yrs.

Misty Green {Auditor's Office} 10 Yrs.

Esmeralda Martinez {CSCD} 10 Yrs. (Current) + 4 yrs. (Prior Experience with Smith County Juvenile Services) = 14 yrs.

Aaron Blair {Sheriff's Office} 10 Yrs. (Current) + 4 yrs Maybe (Prior Experience with Smith County Sheriff's Office) = 14 yrs.

Tiffany Williamson {Veterans Services} 5 Yrs.

Tessa Thomas {East Texas Anti Gang} 5 Yrs.

If you would like to be recognized in **Commissioners Court**, we will have our recognitions on **Tuesday, September 30, 2025 at 9:30 am**. Please contact your supervisor or the HR office to make arrangements.

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# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 9/22/25		<b>Submitted by:</b> E. Corona	
<b>Meeting Date:</b> 9/30/25		<b>Department:</b> HR/ IT	
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report			
<b>Title:</b> Health Facilities Dashboard			
<b>Agenda Category:</b> <input 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			
<b>Agenda Wording:</b> Receive presentation on Health Facilities Dashboard for Smith County employees.			
<b>Background:</b> As an effort to increase awareness to our Urgent Care and ER facilities. GIS has designed a dashboard with surrounding Urgent Cares and ER facilities. This Dashboard will include examples of what would be considered ER visits and also contact information of facilities, with co-pay and deductible information. We will also have Lyric information.			
<b>Financial and Operational Impact:</b> Link to dashboard: <a href="https://www.arcgis.com/apps/dashboards/837d3f3a2bb641f094b7a1d942c70354">https://www.arcgis.com/apps/dashboards/837d3f3a2bb641f094b7a1d942c70354</a>			
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>Return Signed Documents to the following:</b>			
<b>Name:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Email:</b>	
<b>Name:</b>		<b>Email:</b>	

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## SUBMIT

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

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# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

Submission Date: <b>9/22/2025</b>	Submitted by: <b>Jennafer Bell</b>
Meeting Date: <b>9/30/2025</b>	Department: <b>Commissioners Court</b>
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: <b>Inmate Health Care Services</b>	
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	
<b>Agenda Wording:</b> Consider and take necessary action to approve an Interlocal Agreement between Smith County and the University of Texas Health Science Center at Tyler for inmate health care services and authorize the county judge to sign all related documentation.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
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"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> J Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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

## INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **October 1, 2024<sup>45</sup>** (**Effective Date**), by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

### CONTRACTING PARTIES:

**Receiving Party:** **Smith County**, a political subdivision and local unit of government of the State of Texas.

**Performing Party:** **The University of Texas Health Science Center at Tyler (UTHSCT)**, an institution of higher education and agency of the State of Texas.

### PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide health care services to Smith County inmates in the Smith County Jail and Juvenile Attention Center (Project). This Contract will increase the efficiency and effectiveness of Contracting Parties and is in the best interest of the citizens of Smith County.

### STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("Services").

#### 1. Scope

- a. **Healthcare Personnel and Administration.** UTHSCT will supply and/or coordinate the health care delivery for Smith County Jail facilities as identified in Section 2 below. UTHSCT will follow the requirements of the Texas Commission on Jail Standards and Texas Juvenile Justice Department, where applicable to provide inmates the required healthcare services including intake screenings, TB Skin Testing, sick call, on-site x-rays, emergency medical transport arrangement, dental services, lab draws, response to medical emergencies, medical waste disposal and medication dispensing. Healthcare services for inmates will commence upon the commitment of an/the inmate to the custody of the Smith County facility and terminates upon the release of the inmate.
- b. **Psychiatry.** UTHSCT will work with Smith County to supply onsite adult psychiatry and child and adolescent psychiatry services provided by the UTHSCT Child and Adolescent Psychiatry Residency Program. For the avoidance of doubt, the Parties acknowledge that psychiatric services will be phased in on a mutually agreeable schedule.
- c. **First-Aid to Employees and Guests.** UTHSCT will provide first-aid, assessment, stabilization, and coordination of emergency medical transportation for employees or guests who become ill or injured in the Smith County facilities.

#### 2. Facilities

UTHSCT will provide services at the following Smith County facilities ("Facilities"):

- a. Smith County Main Jail (206 E. Elm St. Tyler, TX 75702);
- b. Smith County Low/Minimum Risk Security Facility (2811 Public Rd. Tyler, TX 75702); and
- c. Smith County Juvenile Attention Center (2630 Morningside Dr. Tyler, TX 75708).

Smith County will ensure space and (if applicable) equipment at the Facilities suitable for delivery of the healthcare services contemplated by this Contract.



### 3. **Personnel**

UTHSCT will employ all personnel necessary to fulfill the Services under this Contract. UTHSCT will ensure personnel are licensed (if applicable) and pass all required background checks and clearances. UTHSCT and Smith County will mutually agree upon the personnel required and will review the personnel model at least annually.

### 4. **Pharmaceuticals**

UTHSCT will dispense pharmaceutical medications to inmates as prescribed by a physician and/or approved nursing protocols. Parties will mutually agree upon a formulary for use within the Facilities.

### 5. **Dental, Laboratory and Radiology Services**

UTHSCT will arrange for onsite dental, laboratory and radiology services. UTHSCT will make any necessary off-site arrangements for dental, laboratory and radiology services that cannot be rendered on-site.

### 6. **Hospitalization, Off-Site Services**

UTHSCT will arrange for hospitalization and off-site specialty services for inmates who require treatment beyond the Services of this Contract. Need for off-site services will be determined by the Medical Director and/or treating physician in consultation with Smith County. UTHSCT and/or its affiliates are not agreeing to being the primary provider for hospitalization of inmates who require hospitalization and/or off-site specialty services; rather, UTHSCT personnel will continue to utilize the current community hospital rotation service as coordinated and tracked by the Medical Director.

### 7. **Medical Waste**

UTHSCT will arrange for the proper disposal of all medical waste at all times abiding by federal, state and local regulations as applicable.

### 8. **Transportation**

UTHSCT will coordinate with Smith County for any off-site transportation for inmates. UTHSCT will not be responsible for expenses incurred for off-site transportation.

### 9. **Medical Records**

UTHSCT personnel will utilize the Smith County Electronic Medical Record (EMR) system to document the care provided to each inmate. At all times, Smith County will be considered the custodian of records. For the avoidance of doubt, UTHSCT is not, by virtue of entering into this Contract, entering into a patient care relationship with any inmate outside of the context of the Facilities.

### 10. **Electrocardiogram Machine**

UTHSCT will lease to Smith County one electrocardiogram (EKG) machine. UTHSCT will be responsible for routine maintenance and calibration of machine at all times. The EKG rental fee will be included in the monthly invoice.

Smith County will provide UTHSCT access to and copies of Smith County health records related to services provided pursuant to this Contract for UTHSCT educational or quality purposes or for the defense of licensing actions or lawsuits related to such care.

## **EXCLUDED SERVICES:**

Any service not specifically included in the foregoing Statement of Services to be Performed, (including, but not limited to, hospitalization, off-site services, specialty care, emergency medical transportation, non-emergency medical transportation, prosthesis, medical devices, surgeries, etc.) is excluded.

## WARRANTIES:

Performing Party warrants (1) it has authority to perform the services under authority granted in 37 *Texas Administrative Code* § 273.2 and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in [Chapter 351, Texas Local Government Code](#), and [Chapter 791, Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

## CONTRACT AMOUNT:

This Contract is a cost-based fee-for-service arrangement in which Performing Party does not carry financial risk of operations. The estimated contract value for the term is Three Million Six Hundred Thousand Dollars (\$3,600,000.00). Actual contract cost depends on the actual expense necessary to perform contract terms, which are billed to Receiving party. The Contracting Parties recognize that this Contract is not valid for amounts above Five Million Dollars (\$5,000,000.00) without the approval of the University of Texas System Board of Regents.

## PAYMENT:

Performing Party will bill Receiving Party General & Administrative costs ~~at a fixed price of One Hundred Eighty Thousand Dollars (\$180,000.00) annually, in twelve (12) monthly installments of Fifteen Thousand Dollars (\$15,000.00) by applying an eight percent (8%) administrative fee to total personnel costs.-~~ All other costs will be billed to Receiving Party at cost and without markup.

Performing Party will submit monthly invoices to Receiving Party for all expenses, ~~including general and administrative costs.~~ Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act). To the extent that true-up calculations, payments, and refunds are necessary, those calculations and adjustments will be performed quarterly.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

## TERM:

The term of this Contract begins on the Effective Date and expires on September 30, 2025. Contract may be renewed or extended upon written amendment executed by both Parties.

## NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:	Smith County Judge Neal Franklin 200 E. Ferguson, Suite 100 Tyler, Texas 75702 Fax: 903-590-4615 Email: nfranklin@smith-county.com
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with copy to: Smith County Sheriff  
Larry Smith  
227 N. Spring Ave.  
Tyler, Texas 75702  
Email: [LSmith@smith-county.com](mailto:LSmith@smith-county.com)

If to Performing Party: Office of Legal Affairs  
The University of Texas Health Science Center at Tyler  
11937 US Highway 271  
Tyler, TX 75708-3154  
Fax: 903-877-5648  
[Legal.Notices@uthct.edu](mailto:Legal.Notices@uthct.edu)

with copy to: Kate Starnes  
Vice President, Health Operations  
11937 US Highway 271  
Tyler, TX 75708-3154  
Email : [Kate.Starnes@uttyler.edu](mailto:Kate.Starnes@uttyler.edu)

or other person or address as may be given in writing by either party to the other in accordance with this Section.

#### **TERMINATION:**

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance with this Contract, the other party may terminate this Contract upon one ninety (90) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 90-day period.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**Venue; Governing Law.** Smith County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**Entire Agreement; Modifications.** This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

**Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

**State Auditor's Office.** Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Contracting Parties.

**Severability.** If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Public Records.** It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

**Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:**

**RECEIVING PARTY:**

**SMITH COUNTY**

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

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

By: \_\_\_\_\_  
Larry Smith  
County Sheriff

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

**PERFORMING PARTY:**

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT TYLER**

By: \_\_\_\_\_  
Daniel Deslatte  
Chief Business Officer

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

**Smith County Jail Medical Contract Staffing  
Projection/Analysis 2025-2026**

## Central Staffing

Nurses 7a-7p	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<i>"A" Rotation</i>														
RN		1	1			1	1	1			1	1		
LVN		1	1			1	1	1			1	1		
LVN		1	1			1	1	1			1	1		
<i>"B" Rotation</i>														
RN	1			1	1				1	1			1	1
LVN	1			1	1				1	1			1	1
LVN	1			1	1				1	1			1	1
LVN Float Position will be eliminated as of 09.16.2025 - Will utilize PRN staff during provider days														

Nurses 7p-7a	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<i>"A" Rotation</i>														
RN		1	1			1	1	1			1	1		
LVN		1	1			1	1	1			1	1		
LVN		1	1			1	1	1			1	1		
<i>"B" Rotation</i>														
RN	1			1	1				1	1			1	1
LVN	1			1	1				1	1			1	1
LVN	1			1	1				1	1			1	1

## North/Low Risk

Nurses 7a-7p	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
LVN		1	1			1	1	1			1	1		
LVN	1			1	1				1	1			1	1

## Juvenile

Nurses 7a-7p	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
LVN		1	1			1	1	1			1	1		
LVN	1			1	1				1	1			1	1

**Note:** Effective 9/16/2025 - A nursing position will be eliminated.

Med Aides	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
6a-2p	8	8	8	8			8	8	8	8	8			8
6a-2p		8	8	8	8	8			8	8	8	8	8	
6a-2p	8				8	8	8	8				8	8	8
2p-10p	8	8	8	8			8	8	8	8	8			8
2p-10p		8	8	8	8	8			8	8	8	8	8	
2p-10p	8				8	8	8	8				8	8	8
Daily Hours:	32	32	32	32	32	32	32	32	32	32	32	32	32	32

# **Smith County Jail Medical Staffing Analysis Projection**

<b>Staffing - Current</b>		
<b>FTE</b>	<b>Title</b>	<b>Annual Salary</b>
0.4	Medical Director	\$ 144,000.00
0.4	PMHP	\$ 56,000.00
1	Director	\$ 80,766.80
1	Clinic Manager	\$ 82,400.00
4	RN - Charge Nurse	\$ 413,567.03
15	LVN	\$ 902,138.15
4	Med Aides	\$ 149,243.31
1	LPC	\$ 72,000.00
1	Administrative Assistant	\$ 37,455.93
0.2	MH Suicide Screeners (hrly rate)	\$ 7,773.87
	MD - Weekend Call Coverage (flat rate)	\$ 4,600.00
	PRN - RN (2)	\$ 22,790.36
	PRN - LVN (4)	\$ 200,225.78
	<b>*Total</b>	<b>\$ 2,172,961.23</b>

***\*Based on payroll actuals July 2024 - June 2025***

<b>Staffing - Proposed</b>		
<b>FTE</b>	<b>Title</b>	<b>Est. Annual Salary</b>
0.4	Medical Director	\$ 144,000.00
0.4	PMHP	\$ 56,000.00
1	Director	\$ 80,766.80
1	Clinic Manager	\$ 82,400.00
4	RN - Charge Nurse	\$ 301,932.80
12	LVN	\$ 702,457.60
6	Med Aides	\$ 228,214.40
0.4	PMHP	\$ 56,000.00
1	LPC	\$ 72,000.00
0.2	MH Suicide Assessment Screeners	\$ 8,000.00
	MD - Weekend Call Coverage (flat rate)	\$ 10,400.00
	PRN RN	\$ 20,000.00
	PRN LVN	\$ 75,000.00
	PRN Medication Aide	\$ 10,000.00
	<b>Subtotal</b>	<b>\$ 1,847,171.60</b>
	Variance Rate (5%)	\$ 92,358.58
	<b>Total</b>	<b>\$ 1,939,530.17</b>

<b>Administrative Cost Rate -proposed flat rate \$15,000/month</b>	<b>\$ 180,000.00</b>
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**Contingencies/Allowances:**

1. The staffing projection is based on being fully staff with the proposed complement of RNs, LVNs, and Medication Aides.
2. Patient acuity drives care delivery. An increase in patient acuity or volumes will increase the number of staff needed to maintain the care delivery system, i.e., if the North jail opens additional beds or if there is a need to provide 24 hour medical coverage at North Jail or Juvenile.
3. Staff differentials such a holiday, weekend, and shift are driven by the staffing rotation. All staff are expected to work a certain number of holidays and weekends.
4. Unexpected staff absences such as maternity leave or FMLA maintains number of regular hours paid but increases the likelihood of overtime hours.
5. The Personnel Cost Projection provides a target pool of funds for PRN staff utilization for the budget year. The goal is to decreased the percentage of overtime.

**5**

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

<b>Submission Date:</b> 9/22/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> 2026 Dispatch Fees Interlocal Agreements	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the 2026 Dispatch Fees Interlocal Agreements between Smith County and the following, pursuant to Texas Government Code, Chapter 791, and authorize the county judge to sign all related documentation: a. City of Arp, b. City of Bullard, c. City of Troup, d. City of Whitehouse, e. Emergency Services District No. 1 (ESD 1), and f. Emergency Services District No. 2 (ESD 2).	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> R McCord	<b>Email:</b> rmccord@smith-county.com
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> J Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

**SUBMIT**

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH   §

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SMITH COUNTY, TEXAS  
AND  
THE CITY OF ARP  
FOR  
EMERGENCY AND NON-EMERGENCY  
LAW ENFORCEMENT DISPATCH SERVICES**

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**THIS AGREEMENT** entered into by and between Smith County, Texas (“COUNTY”), a political subdivision of the State of Texas, and the City of Arp (“CITY”), with the authorizations of each party’s governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts,” *See Tex. Gov’t Code §§ 791.001, et seq.*

**W I T N E S E T H**

**WHEREAS**, it is mutually beneficial for the CITY and COUNTY, through the Smith County Sheriff’s Department, to enter into an agreement for the performance of emergency and non-emergency dispatching;

**WHEREAS**, the CITY, through its police department, provides emergency response within its jurisdiction and extra-territorial jurisdiction, which will require emergency and non-emergency law enforcement dispatch services;

**WHEREAS**, the COUNTY through its Sheriff’s department provides emergency and non-emergency dispatch services, and

**WHEREAS**, COUNTY and CITY agree that cooperation is in the best interest of Smith County:

## **I. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY shall receive all 9-1-1 emergency calls for service originating from the CITY's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- B. The COUNTY shall receive all non-emergency law enforcement calls for service from CITY's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- C. The COUNTY shall provide and maintain a written policy and procedure which will serve as guidelines for processing of all calls for service.
- D. The COUNTY shall maintain and document officer status reports to ensure that Officer Safety standards are maintained.
- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY shall furnish documentation indicating the use of funds received from CITY.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

## **II. OBLIGATIONS OF THE ENTITY**

- A. The CITY agrees to provide the COUNTY access to any CITY Law Enforcement Computer System or documents to facilitate Law Enforcement Officers' request for information.
- B. The CITY acknowledges that all COUNTY employees will be hired and compensated by the COUNTY. All employees of the COUNTY will be subject to all of the personnel policies and procedures of the COUNTY and shall not be considered as CITY employees.
- C. The CITY acknowledges that all property and equipment shall remain sole property of the COUNTY.
- D. The CITY acknowledges that this Agreement does not, in any way, limit, restrict or

reduce the CITY's obligations under any and all applicable law, rule or regulation.

### **III. CONTRACT AMOUNT**

- A. CITY agrees to pay Eight Thousand One Hundred Twenty-Five Dollars (\$8,125) for the services provided in this agreement. Payment shall be submitted to the Smith County Auditor within ten days after the beginning of the County's Fiscal Year.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to each entity.
- D. Either party may request a contract amount adjustment only after the initial term of this agreement. Any requested contract adjustment shall be submitted in writing to the parties no later than January 31<sup>st</sup> of the current term. Without prior written approval by both parties no contract adjustments will be accepted after January 31 of the current contract year.

### **IV. TERM**

The term of this Agreement shall be effective for the period October 1, 2025, through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article V. This agreement shall atomically renew annually at the last annual pay rate unless written notification is given by either party 30 days prior to termination.

### **V. TERMINATION**

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by CITY must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

### **VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS**

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

## **VII. NOTICES**

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

## **VIII. SUCCESSORS AND ASSIGNS**

The COUNTY and CITY bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor CITY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. The CITY shall notify the COUNTY of the name, address, and telephone number of the employees authorized to act on behalf of CITY. Any appointment by CITY of an agent other than a CITY employee to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

## **IX. SOVEREIGN IMMUNITY**

The parties agree that the CITY and COUNTY has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## **X. MODIFICATIONS**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

## **XI. APPLICABLE LAW**

This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Smith County, Texas.



## **XII. FORCE MAJEURE**

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**IN WITNESS THEREOF, COUNTY AND CITY** have caused this agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY OF ARP:**

**FOR SMITH COUNTY:**

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

**MAYOR, CITY OF ARP**

\_\_\_\_\_  
By: **Neal Franklin**  
**SMITH COUNTY JUDGE**

**FOR SMITH COUNTY SHERIFF'S  
OFFICE:**

\_\_\_\_\_  
**Larry Smith**  
**SMITH COUNTY SHERIFF**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Karen Phillips**  
**SMITH COUNTY CLERK**

\_\_\_\_\_  
**Thomas Wilson**  
**ASSISTANT DISTRICT ATTORNEY**



STATE OF TEXAS           §  
                                     §  
COUNTY OF SMITH       §

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SMITH COUNTY, TEXAS  
AND  
THE CITY OF BULLARD  
FOR  
EMERGENCY AND NON-EMERGENCY  
LAW ENFORCEMENT DISPATCH SERVICES**

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**THIS AGREEMENT** entered into by and between Smith County, Texas ("COUNTY"), a political subdivision of the State of Texas, and the City of Bullard ("CITY"), with the authorizations of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," *See Tex. Gov't Code §§ 791.001, et seq.*

**W I T N E S E T H**

**WHEREAS**, it is mutually beneficial for the CITY and COUNTY, through the Smith County Sheriff's Department, to enter into an agreement for the performance of emergency and non-emergency dispatching;

**WHEREAS**, the CITY, through its police department, provides emergency response within its jurisdiction and extra-territorial jurisdiction, which will require emergency and non-emergency law enforcement dispatch services;

**WHEREAS**, the COUNTY through its Sheriff's department provides emergency and non-emergency dispatch services, and

**WHEREAS**, COUNTY and CITY agree that cooperation is in the best interest of Smith County:

## **I. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY shall receive all 9-1-1 emergency calls for service originating from the CITY's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- B. The COUNTY shall receive all non-emergency law enforcement calls for service from CITY's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- C. The COUNTY shall provide and maintain a written policy and procedure which will serve as guidelines for processing of all calls for service.
- D. The COUNTY shall maintain and document officer status reports to ensure that Officer Safety standards are maintained.
- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY shall furnish documentation indicating the use of funds received from CITY.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

## **II. OBLIGATIONS OF THE ENTITY**

- A. The CITY agrees to provide the COUNTY access to any CITY Law Enforcement Computer System or documents to facilitate Law Enforcement Officers' request for information.
- B. The CITY acknowledges that all COUNTY employees will be hired and compensated by the COUNTY. All employees of the COUNTY will be subject to all of the personnel policies and procedures of the COUNTY and shall not be considered as CITY employees.
- C. The CITY acknowledges that all property and equipment shall remain sole property of the COUNTY.
- D. The CITY acknowledges that this Agreement does not, in any way, limit, restrict or

reduce the CITY's obligations under any and all applicable law, rule or regulation.

### **III. CONTRACT AMOUNT**

- A. CITY agrees to pay Forty Thousand Five Hundred Twenty-Nine Dollars (\$40,529) for the services provided in this agreement. Payment shall be submitted to the Smith County Auditor within ten days after the beginning of the County's Fiscal Year.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to each entity.
- D. Either party may request a contract amount adjustment only after the initial term of this agreement. Any requested contract adjustment shall be submitted in writing to the parties no later than January 31<sup>st</sup> of the current term. Without prior written approval by both parties no contract adjustments will be accepted after January 31 of the current contract year.

### **IV. TERM**

The term of this Agreement shall be effective for the period October 1, 2025, through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article V. This agreement shall atomically renew annually at the last annual pay rate unless written notification is given by either party 30 days prior to termination.

### **V. TERMINATION**

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by CITY must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

### **VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS**

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

## **VII. NOTICES**

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

## **VIII. SUCCESSORS AND ASSIGNS**

The COUNTY and CITY bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor CITY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. The CITY shall notify the COUNTY of the name, address, and telephone number of the employees authorized to act on behalf of CITY. Any appointment by CITY of an agent other than a CITY employee to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

## **IX. SOVEREIGN IMMUNITY**

The parties agree that the CITY and COUNTY has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## **X. MODIFICATIONS**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

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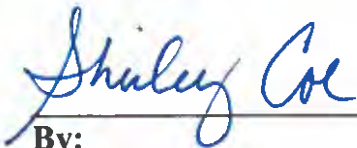
## XII. FORCE MAJEURE

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

IN WITNESS THEREOF, COUNTY AND CITY have caused this agreement to be duly executed this 10<sup>th</sup> day of June, 2025.

FOR THE CITY OF BULLARD:

FOR SMITH COUNTY:



By:

MAYOR, CITY OF BULLARD

By: Neal Franklin

SMITH COUNTY JUDGE



FOR SMITH COUNTY SHERIFF'S  
OFFICE:

Larry Smith

SMITH COUNTY SHERIFF

ATTEST:

APPROVED AS TO FORM:

Karen Phillips

SMITH COUNTY CLERK

Thomas Wilson

ASSISTANT DISTRICT ATTORNEY

STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH   §

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SMITH COUNTY, TEXAS  
AND  
THE CITY OF TROUP  
FOR  
EMERGENCY AND NON-EMERGENCY  
LAW ENFORCEMENT DISPATCH SERVICES**

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**THIS AGREEMENT** entered into by and between Smith County, Texas (“COUNTY”), a political subdivision of the State of Texas, and the City of Troup (“CITY”), with the authorizations of each party’s governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts,” *See Tex. Gov’t Code §§ 791.001, et seq.*

**WITNESETH**

**WHEREAS**, it is mutually beneficial for the CITY and COUNTY, through the Smith County Sheriff’s Department, to enter into an agreement for the performance of emergency and non-emergency dispatching;

**WHEREAS**, the CITY, through its police department, provides emergency response within its jurisdiction and extra-territorial jurisdiction, which will require emergency and non-emergency law enforcement dispatch services;

**WHEREAS**, the COUNTY through its Sheriff’s department provides emergency and non-emergency dispatch services, and

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- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY shall furnish documentation indicating the use of funds received from CITY.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

## **II. OBLIGATIONS OF THE ENTITY**

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- B. The CITY acknowledges that all COUNTY employees will be hired and compensated by the COUNTY. All employees of the COUNTY will be subject to all of the personnel policies and procedures of the COUNTY and shall not be considered as CITY employees.
- C. The CITY acknowledges that all property and equipment shall remain sole property of the COUNTY.
- D. The CITY acknowledges that this Agreement does not, in any way, limit, restrict or

reduce the CITY's obligations under any and all applicable law, rule or regulation.

### **III. CONTRACT AMOUNT**

- A. CITY agrees to pay Seventeen Thousand Six Hundred Fourteen Dollars (\$17,614) for the services provided in this agreement. Payment shall be submitted to the Smith County Auditor within ten days after the beginning of the County's Fiscal Year.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to each entity.
- D. Either party may request a contract amount adjustment only after the initial term of this agreement. Any requested contract adjustment shall be submitted in writing to the parties no later than January 31<sup>st</sup> of the current term. Without prior written approval by both parties no contract adjustments will be accepted after January 31 of the current contract year.

### **IV. TERM**

The term of this Agreement shall be effective for the period October 1, 2025, through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article V. This agreement shall atomically renew annually at the last annual pay rate unless written notification is given by either party 30 days prior to termination.

### **V. TERMINATION**

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by CITY must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

### **VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS**



Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

## **VII. NOTICES**

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

## **VIII. SUCCESSORS AND ASSIGNS**

The COUNTY and CITY bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor CITY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. The CITY shall notify the COUNTY of the name, address, and telephone number of the employees authorized to act on behalf of CITY. Any appointment by CITY of an agent other than a CITY employee to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

## **IX. SOVEREIGN IMMUNITY**

The parties agree that the CITY and COUNTY has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## **X. MODIFICATIONS**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

## **XI. APPLICABLE LAW**

This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Smith County, Texas.


## **XII. FORCE MAJEURE**

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**IN WITNESS THEREOF, COUNTY AND CITY** have caused this agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY OF TROUP:**

**FOR SMITH COUNTY:**

By:   
MAYOR, CITY OF TROUP

By: Neal Franklin  
SMITH COUNTY JUDGE

**FOR SMITH COUNTY SHERIFF'S  
OFFICE:**

Larry Smith  
SMITH COUNTY SHERIFF

**ATTEST:**

**APPROVED AS TO FORM:**

Karen Phillips  
SMITH COUNTY CLERK

Thomas Wilson  
ASSISTANT DISTRICT ATTORNEY

STATE OF TEXAS           §  
                                     §  
COUNTY OF SMITH       §

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SMITH COUNTY, TEXAS  
AND  
THE CITY OF WHITEHOUSE  
FOR  
EMERGENCY AND NON-EMERGENCY  
LAW ENFORCEMENT DISPATCH SERVICES**

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**THIS AGREEMENT** entered into by and between Smith County, Texas (“COUNTY”), a political subdivision of the State of Texas, and the City of Whitehouse (“CITY”), with the authorizations of each party’s governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts,” *See Tex. Gov’t Code §§ 791.001, et seq.*

**W I T N E S E T H**

**WHEREAS**, it is mutually beneficial for the CITY and COUNTY, through the Smith County Sheriff’s Department, to enter into an agreement for the performance of emergency and non-emergency dispatching;

**WHEREAS**, the CITY, through its police department, provides emergency response within its jurisdiction and extra-territorial jurisdiction, which will require emergency and non-emergency law enforcement dispatch services;

**WHEREAS**, the COUNTY through its Sheriff’s department provides emergency and non-emergency dispatch services, and

**WHEREAS**, COUNTY and CITY agree that cooperation is in the best interest of Smith County:

## **I. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY shall receive all 9-1-1 emergency calls for service originating from the CITY's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- B. The COUNTY shall receive all non-emergency law enforcement calls for service from CITY's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- C. The COUNTY shall provide and maintain a written policy and procedure which will serve as guidelines for processing of all calls for service.
- D. The COUNTY shall maintain and document officer status reports to ensure that Officer Safety standards are maintained.
- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY shall furnish documentation indicating the use of funds received from CITY.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

## **II. OBLIGATIONS OF THE ENTITY**

- A. The CITY agrees to provide the COUNTY access to any CITY Law Enforcement Computer System or documents to facilitate Law Enforcement Officers' request for information.
- B. The CITY acknowledges that all COUNTY employees will be hired and compensated by the COUNTY. All employees of the COUNTY will be subject to all of the personnel policies and procedures of the COUNTY and shall not be considered as CITY employees.
- C. The CITY acknowledges that all property and equipment shall remain sole property of the COUNTY.
- D. The CITY acknowledges that this Agreement does not, in any way, limit, restrict or

reduce the CITY's obligations under any and all applicable law, rule or regulation.

### **III. CONTRACT AMOUNT**

- A. CITY agrees to pay Eighty Thousand Thirteen Dollars (\$80,013) for the services provided in this agreement. Payment shall be submitted to the Smith County Auditor within ten days after the beginning of the County's Fiscal Year.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to each entity.
- D. Either party may request a contract amount adjustment only after the initial term of this agreement. Any requested contract adjustment shall be submitted in writing to the parties no later than January 31<sup>st</sup> of the current term. Without prior written approval by both parties no contract adjustments will be accepted after January 31 of the current contract year.

### **IV. TERM**

The term of this Agreement shall be effective for the period October 1, 2025 through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article V. This agreement shall atomically renew annually at the last annual pay rate unless written notification is given by either party 30 days prior to termination.

### **V. TERMINATION**

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by CITY must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

### **VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS**

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

## **VII. NOTICES**

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

## **VIII. SUCCESSORS AND ASSIGNS**

The COUNTY and CITY bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor CITY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. The CITY shall notify the COUNTY of the name, address, and telephone number of the employees authorized to act on behalf of CITY. Any appointment by CITY of an agent other than a CITY employee to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

## **IX. SOVEREIGN IMMUNITY**

The parties agree that the CITY and COUNTY has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## **X. MODIFICATIONS**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

## **XI. APPLICABLE LAW**

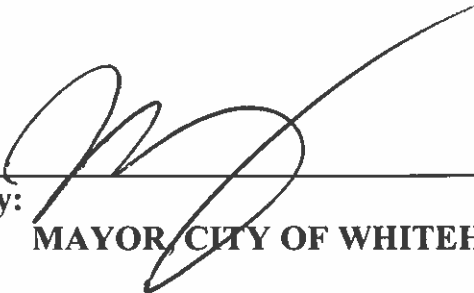
This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Smith County, Texas.

## **XII. FORCE MAJEURE**

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**IN WITNESS THEREOF, COUNTY AND CITY** have caused this agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE CITY OF WHITEHOUSE:**

By:   
\_\_\_\_\_  
**MAYOR, CITY OF WHITEHOUSE**

**FOR SMITH COUNTY:**

\_\_\_\_\_  
By: **Neal Franklin**  
**SMITH COUNTY JUDGE**

**FOR SMITH COUNTY SHERIFF'S  
OFFICE:**

\_\_\_\_\_  
**Larry Smith**  
**SMITH COUNTY SHERIFF**

**ATTEST:**

\_\_\_\_\_  
**Karen Phillips**  
**SMITH COUNTY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Thomas Wilson**  
**ASSISTANT DISTRICT ATTORNEY**

**SMITH COUNTY EMERGENCY SERVICES DISTRICT #1  
P. O. BOX 697  
LINDALE, TEXAS 75771**

**September 19, 2025**

**Mr. Thomas Wilson  
Smith County  
Assistant District Attorney  
100 N. Broadway Avenue, 4th Floor  
Tyler, Texas 75702**

**Dear Mr. Wilson:**

**Reference is made to our recent conversations concerning 911 Dispatch Services provided to the Smith County Emergency Services District No. 1 by Smith County for the period beginning October 01, 2025, through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article IV of the Contract..**

**Please be advised that our Board approved the contract on September 18, 2025. Enclosed please find official notation. If you need additional copies of the page with original signatures of Carolyn Todd, our Board President, please let me know.**

**If I can be of additional assistance to you, please call me at 903-530-2707.**

**Sincerely,**



**Annie Baldwin  
Volunteer Clerk**

**Enclosures**

**Cc: Lindale Volunteer Fire Department  
Rachel McCord, Judge Franklin Assistant ✓**



**RESOLUTION NO. 13-2025**  
**BOARD OF COMMISSIONERS MEETING**  
**September 18, 2025**

At a regular meeting of the Smith County Emergency Services District No. 1 meeting, Lindale, Texas, Board of Commissioners, Board President Carolyn Todd presiding and Board Members Louie Brown, Charles Froebe, Owen Scott and Cory Crowell being present the following business was transacted pursuant to the notice being duly posted, to-wit:

Louie Brown made a motion, seconded by Charles Froebe, which motion carried unanimously, to approve a contract for an Interlocal Agreement By and Between Smith County, Texas and Smith County Emergency Services District No. 1 for Emergency and Non-Emergency Dispatch Services to begin October 01, 2025, through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article IV. A copy of the Contract is attached and made a part thereof. A copy of the names and telephone numbers of the officers is also attached and made a part thereof.

  
CAROLYN TODD, PRESIDENT

ATTEST:

  
CHARLES FROEBE, SECRETARY

THE STATE OF TEXAS  
COUNTY OF SMITH

CITY OF LINDALE: I, CHARLES FROEBE, Secretary of the Smith County Emergency Services District No. 1, do hereby certify that the above is a true copy of a part of a Minutes of Board of Commissioners Meeting as it appears of record in the Smith County Emergency Services District No. 1 Minutes of Lindale, Texas.

CHARLES FROEBE, SECRETARY



  
\_\_\_\_\_

STATE OF TEXAS

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§  
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COUNTY OF SMITH

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SMITH COUNTY, TEXAS  
AND  
SMITH COUNTY EMERGENCY SERVICES DISTRICT NO. 1  
FOR  
EMERGENCY AND NON-EMERGENCY  
DISPATCH SERVICES**

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**THIS AGREEMENT** entered into by and between Smith County, Texas ("COUNTY"), a political subdivision of the State of Texas, and the Smith County Emergency Services District NO. 1 ("ESD 1"), a political subdivision of the State of Texas with the authorizations of each party's governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts," *See Tex. Gov't Code §§ 791.001, et seq.*

**W I T N E S E T H**

**WHEREAS**, it is mutually beneficial for the ESD 1 and COUNTY, through the Smith County Sheriff's Department, to enter into an agreement for the performance of emergency and non-emergency dispatching;

**WHEREAS**, the ESD 1, through its fire department, provides emergency response within its jurisdiction, which will require emergency and non-emergency dispatch services;

**WHEREAS**, the COUNTY through its Sheriff's department provides emergency and non-emergency dispatch services, and

**WHEREAS**, COUNTY and ESD 1 agree that cooperation is in the best interest of Smith County:

## **I. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY shall receive all 9-1-1 emergency calls for service originating from the ESD 1's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- B. The COUNTY shall receive all emergency and non-emergency calls for service from ESD 1's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- C. The COUNTY shall maintain a written policy and procedure which will serve as guidelines for processing of all calls for service and may be provided to ESD 1 upon request.
- D. The COUNTY shall maintain and document officer status reports to ensure that Officer Safety standards are maintained.
- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY, upon request from ESD 1, shall furnish documentation indicating the use of funds received from ESD 1.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

## **II. OBLIGATIONS OF THE ENTITY**

- A. The ESD 1 agrees to provide the COUNTY access to any ESD 1 emergency response reporting system or documents to facilitate the County's request for information.
- B. The ESD 1 acknowledges that all COUNTY employees will be hired and compensated by the COUNTY. All employees of the COUNTY will be subject to all of the personnel policies and procedures of the COUNTY and shall not be considered as ESD 1 employees.
- C. The ESD 1 acknowledges that all property and equipment provided by Smith County to ESD 1 shall remain sole property of the COUNTY.
- D. The ESD 1 acknowledges that this Agreement does not, in any way, limit, restrict or reduce the ESD 1's obligations under any and all applicable law, rule or regulation.

### **III. CONTRACT AMOUNT**

- A. ESD 1 agrees to pay Forty Thousand Dollars (\$40,000) for the services provided in this agreement. Payment shall be submitted to the Smith County Auditor within thirty (30) days after the beginning of the County's Fiscal Year.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to ESD 1.
- D. Either party may request a contract amount adjustment only after the initial term of this agreement. Any requested contract adjustment shall be submitted in writing to the parties no later than January 31<sup>st</sup> of the current term. Without prior written approval by both parties no contract adjustments will be accepted after January 31 of the current contract year.

### **IV. TERM**

The term of this Agreement shall be effective for the period October 1, 2025 through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article V. This agreement shall automatically renew annually at the last annual pay rate unless written notification is given by either party 30 days prior to termination.

### **V. TERMINATION**

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by ESD 1 must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

### **VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS**

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

## **VII. NOTICES**

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

## **VIII. SUCCESSORS AND ASSIGNS**

The COUNTY and ESD 1 bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor ESD 1 shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. The ESD 1 shall notify the COUNTY of the name, address, and telephone number of the officers authorized to act on behalf of ESD 1. Any appointment by ESD 1 of an agent other than an ESD 1 officer to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

## **IX. SOVEREIGN IMMUNITY**

The parties agree that the ESD 1 and COUNTY have not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## **X. MODIFICATIONS**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

## **XI. APPLICABLE LAW**

This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Smith County, Texas.

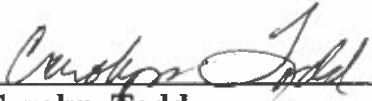
## **XII. FORCE MAJEURE**

## **XII. FORCE MAJEURE**

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**IN WITNESS THEREOF, COUNTY AND ESD 1** have caused this agreement to be duly executed this 18TH day of SEPTEMBER, 2025.

**FOR THE ESD 1:**

  
By: Carolyn Todd  
ESD 1 – BOARD PRESIDENT

**FOR SMITH COUNTY:**

\_\_\_\_\_  
By: Neal Franklin  
SMITH COUNTY JUDGE

**FOR SMITH COUNTY SHERIFF'S  
OFFICE:**

\_\_\_\_\_  
Larry Smith  
SMITH COUNTY SHERIFF

**ATTEST:**

\_\_\_\_\_  
Karen Phillips  
SMITH COUNTY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas Wilson  
ASSISTANT DISTRICT ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN SMITH COUNTY AND SMITH COUNTY  
EMERGENCY SERVICES DISTRICT NO. 1 FOR EMERGENCY AND NON-EMERGENCY LAW  
ENFORCEMENT DISPATCH SERVICES**

**September 18, 2025**

**In accordance with Section VIII of the Interlocal Agreement By and Between Smith County, Texas and Smith County Emergency Services District No. 1 for Emergency and Non-Emergency Dispatch Services, the following Names, Addresses and Telephone Numbers of officers are submitted for Smith County Emergency Services District No. 1:**

**Carolyn Todd, Board President, 18115 CR 431, Lindale, Texas 75771, 903-360-4426**

**Louie Brown, Board Vice-President, 12265 CR 461, Tyler, Texas 75706, 903-539-4205**

**Charles Froebe, Board Secretary, 12852 Westbrook Dr., Tyler, Texas, 75704, 318-518-5012**

**Owen Scott, Board Treasurer, 219 Francis Dr., Lindale, Texas 75771, 902-343-8385**

**Cory Crowell, Board Vice Treasurer, P. O. Box 576, Lindale, Texas 75771, 903-312-8023**

**This list will be updated as warranted.**

STATE OF TEXAS           §  
   §  
COUNTY OF SMITH       §

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**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
SMITH COUNTY, TEXAS  
AND  
SMITH COUNTY EMERGENCY SERVICES DISTRICT 2  
FOR  
EMERGENCY AND NON-EMERGENCY  
LAW ENFORCEMENT DISPATCH SERVICES**

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**THIS AGREEMENT** entered into by and between Smith County, Texas (“COUNTY”), a political subdivision of the State of Texas, and the Smith County Emergency Services District 2 (“ESD 2”), with the authorizations of each party’s governing body, and both parties acting herein under the authority and pursuant to the terms of the Texas Government Code, Chapter 791, “Interlocal Cooperation Contracts,” *See Tex. Gov’t Code §§ 791.001, et seq.*

**W I T N E S S E T H**

**WHEREAS**, it is mutually beneficial for the ESD 2 and COUNTY, through the Smith County Sheriff’s Department, to enter into an agreement for the performance of emergency and non-emergency dispatching;

**WHEREAS**, the ESD 2, through its fire department and contracted service providers, provides fire and emergency response within its jurisdiction and extra-territorial jurisdiction, which will require emergency and non-emergency dispatch services;

**WHEREAS**, the COUNTY through its Sheriff’s department provides emergency and non-emergency dispatch services, and

**WHEREAS**, COUNTY and ESD 2 agree that cooperation is in the best interest of Smith County:



## **I. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY shall receive all 9-1-1 emergency calls for service originating from the ESD 2's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- B. The COUNTY shall receive all non-emergency law enforcement calls for service from ESD 2's jurisdictional boundaries and dispatch appropriate resources in a timely and professional manner.
- C. The COUNTY shall provide and maintain a written policy and procedure which will serve as guidelines for processing of all calls for service.
- D. The COUNTY shall maintain and document officer status reports to ensure that Officer Safety standards are maintained.
- E. The COUNTY shall maintain and make available accurate information regarding calls for service.
- F. The COUNTY shall furnish documentation indicating the use of funds received from ESD 2.
- G. The COUNTY acknowledges that this Agreement does not, in any way, limit, restrict or reduce the COUNTY's obligations under any and all applicable law, rule or regulation.

## **II. OBLIGATIONS OF THE ENTITY**

- A. The ESD 2 agrees to provide the COUNTY access to any ESD 2 Law Enforcement Computer System or documents to facilitate Law Enforcement Officers' request for information.
- B. The ESD 2 acknowledges that all COUNTY employees will be hired and compensated by the COUNTY. All employees of the COUNTY will be subject to all of the personnel policies and procedures of the COUNTY and shall not be considered as ESD 2 employees.
- C. The ESD 2 acknowledges that all property and equipment shall remain sole property of the COUNTY.
- D. The ESD 2 acknowledges that this Agreement does not, in any way, limit, restrict or

reduce the ESD 2's obligations under any and all applicable law, rule or regulation.

### **III. CONTRACT AMOUNT**

- A. ESD 2 agrees to pay One Hundred Forty-One Thousand Seven Hundred Ninety-Eight Dollars, and Ninety-One Cents (\$141,798.91) for the services provided in this agreement. Payment shall be submitted to the Smith County Auditor within ten days after the beginning of the County's Fiscal Year.
- B. All payments shall be subject to the Texas Prompt Payment Act. Should there arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution. Any lawful interest charges owing under this Agreement shall accrue at 9.25% per annum, or the highest rate allowed by Texas law as determined by the Texas Comptroller of Public Accounts.
- C. As required by 791.011(e) of the Texas Government Code, all agencies agree to and shall make their respective payments due under the terms of this agreement to the COUNTY from current revenues available to each entity.
- D. Either party may request a contract amount adjustment only after the initial term of this agreement. Any requested contract adjustment shall be submitted in writing to the parties no later than January 31<sup>st</sup> of the current term. Without prior written approval by both parties no contract adjustments will be accepted after January 31 of the current contract year.

### **IV. TERM**

The term of this Agreement shall be effective for the period October 1, 2025 through and including September 30, 2026, and shall be automatically renewed unless terminated earlier as hereinafter provided in Article V. This agreement shall atomically renew annually at the last annual pay rate unless written notification is given by either party 30 days prior to termination.

### **V. TERMINATION**

This agreement may be terminated by either party upon 30 days advance written notice to the non-terminating party as set forth below. Upon the effective date of termination, all amounts due the COUNTY by ESD 2 must be paid provided the COUNTY has performed all obligations hereunder and as required by any law, rule, or regulation. This Agreement shall be terminated upon the effective date of termination.

## **VI. OBLIGATIONS OF LOCAL GOVERNMENT UNITS**

Nothing in this Agreement shall alter in any manner the obligation of the local government unit providing fire, police, or emergency medical service to the area from which a 9-1-1 emergency call is made from the obligation to respond to such call.

## **VII. NOTICES**

All notices required by or relating to the Agreement shall be made by certified or registered U.S. Mail, postage prepaid, return receipt requested, or hand delivered.

## **VIII. SUCCESSORS AND ASSIGNS**

The COUNTY and ESD 2 bind themselves and their successors, executors, administrators and assigns to the other party in respect to all covenants of this Agreement. Neither the COUNTY nor ESD 2 shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. The ESD 2 shall notify the COUNTY of the name, address, and telephone number of the employees authorized to act on behalf of ESD 2. Any appointment by ESD 2 of an agent other than an ESD 2 employee to perform any of the duties specified in this Agreement must have the prior written approval of the COUNTY, such approval not to be unreasonably withheld. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body that may be a part hereto.

## **IX. SOVEREIGN IMMUNITY**

The parties agree that the ESD 2 and COUNTY do not intend to and have not waived their sovereign immunity by entering into and performing their respective obligations under this Agreement.

## **X. MODIFICATIONS**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and may not be modified except upon the mutual written agreement of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force or effect.

## **XI. APPLICABLE LAW**

This Agreement shall be governed by and construed according to the laws of the State of Texas, without giving effect to any choice of laws provisions contained therein.

Exclusive venue for any action or claim arising out of this agreement shall be in a court of competent jurisdiction located in Smith County, Texas.

## **XII. FORCE MAJEURE**

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**IN WITNESS THEREOF, COUNTY AND ESD 2** have caused this agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE ESD 2:**

**FOR SMITH COUNTY:**

\_\_\_\_\_  
**By:**  
**ESD 2**

\_\_\_\_\_  
**By: Neal Franklin**  
**SMITH COUNTY JUDGE**

**FOR SMITH COUNTY SHERIFF'S  
OFFICE:**

\_\_\_\_\_  
**Larry Smith**  
**SMITH COUNTY SHERIFF**

**ATTEST:**

**APPROVED AS TO FORM:**

**Karen Phillips**  
**SMITH COUNTY CLERK**

**Thomas Wilson**  
**ASSISTANT DISTRICT ATTORNEY**

6

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

<b>Submission Date:</b> 9/23/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Indigent Defense Contracts	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the following Indigent Defense Contracts for the 7th, 114th, 241st, 321st, and 475th Judicial District Courts, pursuant to the Texas Code of Criminal Procedure, Article 26.04:  a. Clifton Roberson, b. Donald Davidson, c. John Jarvis, d. Zachary Davis, e. Rusty Drake, f. James Wheeler, g. James Williams, and h. Ryan Sorrells.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b> Each Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> J Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the 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 7th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *Rusty W. Drake*.
5. Term. The term of this contract shall be for eight months beginning on October 1, 2025 and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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;



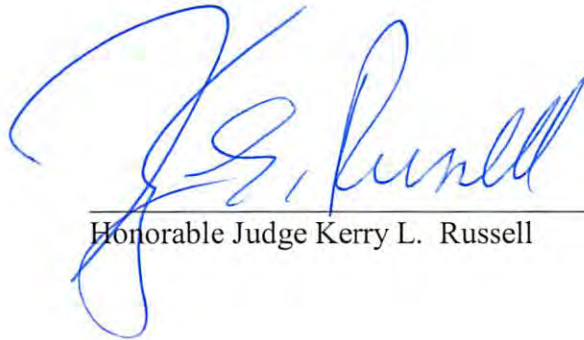
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - 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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

 8/27/25  
Honorable Judge Kerry L. Russell Date

\_\_\_\_\_  
Honorable Judge Neal Franklin Date

 8 20 25  
Rusty W. Drake Date

# **Attorney Reporting Instructions and Form**

## **Attorney Reporting Requirements Contained in Article 26.04, Code of Criminal Procedure**

### **Background**

Beginning in 2014, Article 26.04(j) of the Code of Criminal Procedure will require all attorneys who accept appointments in adult criminal and juvenile delinquency cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website.

In addition to this attorney reporting requirement, Texas counties will be required to report the number of appointments made to every attorney who accepts appointments in the county. When viewed together, the appointment information submitted by the county and the practice time information submitted by the attorney will provide an overview of the average amount of time an attorney allocated to the representation of each indigent client.

The Legislature also has directed the Commission to conduct and publish a study on criminal defense attorney caseloads “for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney that . . . allows the attorney to give each indigent defendant the time and effort necessary to ensure effective representation.” That study is due to be completed by January 1, 2015.

### **Instructions**

Every year, an attorney is required to submit a practice-time statement to each county in which the attorney accepted an appointment in an adult criminal or juvenile delinquency case during a fiscal year period that begins on October 1 and ends on September 30. The statement is due no later than October 15 immediately following the close of each fiscal year. For example, if, during the fiscal year that begins on October 1, 2013 and ends on September 30, 2014, an attorney who accepts appointments in County A and County B must submit separate practice-time statements to County A and to County B by October 15, 2014.

The statement submitted to each county must describe (1) the percentage of an attorney’s total practice time (time spent in legal practice in all jurisdictions) that was dedicated to work on trial and appeal appointments in adult criminal cases in that county’s district and county courts during the fiscal year beginning on the preceding October 1; and (2) the percentage of an attorney’s total practice time that was dedicated to work on trial and appeal appointments in juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in that county’s district and county courts during the fiscal year beginning on the preceding October 1.

The percentages reported in the practice-time statement submitted to each county should not include time dedicated to work on appointments to cases (such as CPS cases and guardianship cases) that

are not adult criminal or juvenile delinquency cases, and should not include time dedicated to federal criminal appointments.

The attorney may submit the practice-time statement via the Commission's electronic attorney reporting portal, on the attached Commission reporting form, or on any other physical or electronic form specified by the county that captures all of the information requested on the Commission form. A county may require attorneys who accept appointments in that county to use a specific method to submit their practice-time statements.

The Commission recognizes that attorneys who accept criminal appointments use a variety of case management systems, and attorneys are not required to use any single methodology to complete the practice-time statement. However, the statement should provide percentages that are as accurate as possible given the attorney's chosen case management system.

The Commission will also work with the criminal defense community to promulgate a worksheet that may help attorneys calculate the percentages that must be included in the practice-time statement submitted to each county. Attorneys are not required to use or submit the worksheet to the county or to the Commission.

Attorneys who keep time records for all or a portion of their caseload may use those records to calculate their practice-time percentages or, in the case of partial records, to complete some of the lines on the worksheet. Time records will provide the most accurate method for calculating practice-time percentages.

Attorneys who do not keep time records may consider using a case-counting methodology to calculate practice-time percentages. This methodology involves looking at the number and types of cases in an attorney's total caseload, and calculating practice time percentages based on the number of cases in different case type categories. An attorney may keep track of the number and types of different cases the attorney handles during an entire fiscal year, or may choose to base the calculation on the number of cases the attorney has open at a specific point in time.

For example, an attorney who is appointed to 50 adult criminal cases in County A and is retained by 50 individual clients may calculate that 50% of the attorney's practice time is dedicated to adult criminal appointments in County A, if the appointed cases and retained cases are similar in complexity. The attorney may adjust the percentages as necessary to account for any significant difference in the degree of complexity of cases in each category.

Attorneys who do not keep time records or use the case counting methodology will be encouraged to use the worksheet to help them consider all of the types of cases they handle when calculating their practice-time percentages. The worksheet will be designed to help attorneys avoid over- or under-estimating the percentage of time they spend on appointments and report to the county.

### Penalties

Penalties for failing to submit a required practice-time statement by the October 15 due date may be prescribed by the judges trying criminal cases in each county. Penalties may include an attorney's removal from the list of attorneys eligible to receive future court appointments.

TEXAS INDIGENT DEFENSE COMMISSION

ATTORNEY REPORTING FORM

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

*Under Article 26.04(j), Code of Criminal Procedure, attorneys are required to report to each county in which they accept appointments the percentage of their total practice time that is dedicated to appointed adult criminal cases and juvenile delinquency cases in that county. This form must be submitted annually to each county no later than October 15. Please see the Attorney Reporting Instructions published by the Commission for additional information about this form.*

1. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on adult criminal cases in which I was appointed to represent the defendant in \_\_\_\_\_ County, Texas.
2. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in which I was appointed to represent the juvenile in \_\_\_\_\_ County, Texas.
3. The percentage of practice time reported was determined primarily by:
  - ☐ Time records;
  - ☐ Case counts;
  - ☐ Combination of time records and case counts.
  - ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
State Bar of Texas No.

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

## **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 7th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *James Patrick "Jim" Wheeler*.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025 and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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;



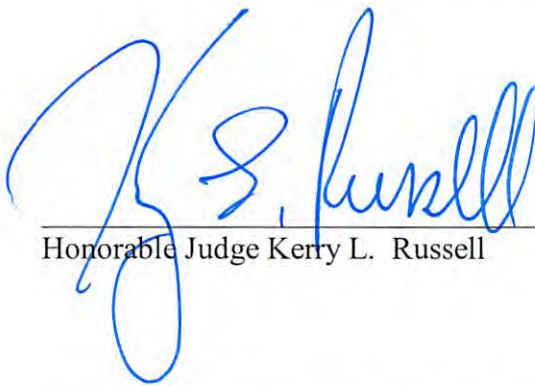
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - 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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

 8/29/25

Honorable Judge Kerry L. Russell

Date

Honorable Judge Neal Franklin

Date

 8/28/25

James Patrick "Jim" Wheeler

Date

# **Attorney Reporting Instructions and Form**

## **Attorney Reporting Requirements Contained in Article 26.04, Code of Criminal Procedure**

### **Background**

Beginning in 2014, Article 26.04(j) of the Code of Criminal Procedure will require all attorneys who accept appointments in adult criminal and juvenile delinquency cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website.

In addition to this attorney reporting requirement, Texas counties will be required to report the number of appointments made to every attorney who accepts appointments in the county. When viewed together, the appointment information submitted by the county and the practice time information submitted by the attorney will provide an overview of the average amount of time an attorney allocated to the representation of each indigent client.

The Legislature also has directed the Commission to conduct and publish a study on criminal defense attorney caseloads “for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney that . . . allows the attorney to give each indigent defendant the time and effort necessary to ensure effective representation.” That study is due to be completed by January 1, 2015.

### **Instructions**

Every year, an attorney is required to submit a practice-time statement to each county in which the attorney accepted an appointment in an adult criminal or juvenile delinquency case during a fiscal year period that begins on October 1 and ends on September 30. The statement is due no later than October 15 immediately following the close of each fiscal year. For example, if, during the fiscal year that begins on October 1, 2013 and ends on September 30, 2014, an attorney who accepts appointments in County A and County B must submit separate practice-time statements to County A and to County B by October 15, 2014.

The statement submitted to each county must describe (1) the percentage of an attorney’s total practice time (time spent in legal practice in all jurisdictions) that was dedicated to work on trial and appeal appointments in adult criminal cases in that county’s district and county courts during the fiscal year beginning on the preceding October 1; and (2) the percentage of an attorney’s total practice time that was dedicated to work on trial and appeal appointments in juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in that county’s district and county courts during the fiscal year beginning on the preceding October 1.

The percentages reported in the practice-time statement submitted to each county should not include time dedicated to work on appointments to cases (such as CPS cases and guardianship cases) that

are not adult criminal or juvenile delinquency cases, and should not include time dedicated to federal criminal appointments.

The attorney may submit the practice-time statement via the Commission's electronic attorney reporting portal, on the attached Commission reporting form, or on any other physical or electronic form specified by the county that captures all of the information requested on the Commission form. A county may require attorneys who accept appointments in that county to use a specific method to submit their practice-time statements.

The Commission recognizes that attorneys who accept criminal appointments use a variety of case management systems, and attorneys are not required to use any single methodology to complete the practice-time statement. However, the statement should provide percentages that are as accurate as possible given the attorney's chosen case management system.

The Commission will also work with the criminal defense community to promulgate a worksheet that may help attorneys calculate the percentages that must be included in the practice-time statement submitted to each county. Attorneys are not required to use or submit the worksheet to the county or to the Commission.

Attorneys who keep time records for all or a portion of their caseload may use those records to calculate their practice-time percentages or, in the case of partial records, to complete some of the lines on the worksheet. Time records will provide the most accurate method for calculating practice-time percentages.

Attorneys who do not keep time records may consider using a case-counting methodology to calculate practice-time percentages. This methodology involves looking at the number and types of cases in an attorney's total caseload, and calculating practice time percentages based on the number of cases in different case type categories. An attorney may keep track of the number and types of different cases the attorney handles during an entire fiscal year, or may choose to base the calculation on the number of cases the attorney has open at a specific point in time.

For example, an attorney who is appointed to 50 adult criminal cases in County A and is retained by 50 individual clients may calculate that 50% of the attorney's practice time is dedicated to adult criminal appointments in County A, if the appointed cases and retained cases are similar in complexity. The attorney may adjust the percentages as necessary to account for any significant difference in the degree of complexity of cases in each category.

Attorneys who do not keep time records or use the case counting methodology will be encouraged to use the worksheet to help them consider all of the types of cases they handle when calculating their practice-time percentages. The worksheet will be designed to help attorneys avoid over- or under-estimating the percentage of time they spend on appointments and report to the county.

### Penalties

Penalties for failing to submit a required practice-time statement by the October 15 due date may be prescribed by the judges trying criminal cases in each county. Penalties may include an attorney's removal from the list of attorneys eligible to receive future court appointments.

TEXAS INDIGENT DEFENSE COMMISSION

ATTORNEY REPORTING FORM

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

*Under Article 26.04(j), Code of Criminal Procedure, attorneys are required to report to each county in which they accept appointments the percentage of their total practice time that is dedicated to appointed adult criminal cases and juvenile delinquency cases in that county. This form must be submitted annually to each county no later than October 15. Please see the Attorney Reporting Instructions published by the Commission for additional information about this form.*

1. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on adult criminal cases in which I was appointed to represent the defendant in \_\_\_\_\_ County, Texas.
2. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in which I was appointed to represent the juvenile in \_\_\_\_\_ County, Texas.
3. The percentage of practice time reported was determined primarily by:
  - ☐ Time records;
  - ☐ Case counts;
  - ☐ Combination of time records and case counts.
  - ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
State Bar of Texas No.

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

## **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 7th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *JAMES E. WILLIAMS*.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025 and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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;



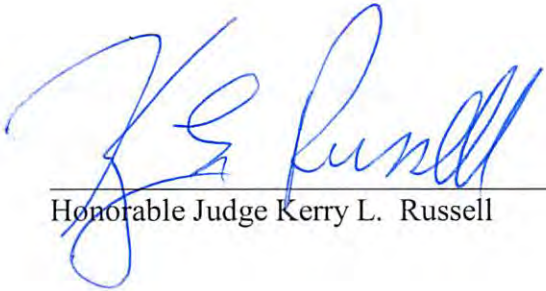
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - 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.

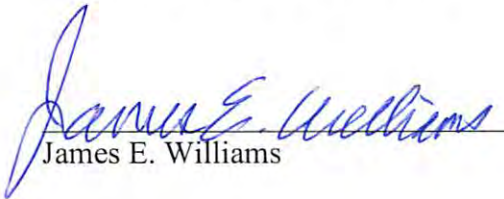
11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional 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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

 8/27/25  
\_\_\_\_\_  
Honorable Judge Kerry L. Russell                      Date

\_\_\_\_\_  
Honorable Judge Neal Franklin                      Date

 8-26-2025  
\_\_\_\_\_  
James E. Williams                      Date

# **Attorney Reporting Instructions and Form**

## **Attorney Reporting Requirements Contained in Article 26.04, Code of Criminal Procedure**

### **Background**

Beginning in 2014, Article 26.04(j) of the Code of Criminal Procedure will require all attorneys who accept appointments in adult criminal and juvenile delinquency cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website.

In addition to this attorney reporting requirement, Texas counties will be required to report the number of appointments made to every attorney who accepts appointments in the county. When viewed together, the appointment information submitted by the county and the practice time information submitted by the attorney will provide an overview of the average amount of time an attorney allocated to the representation of each indigent client.

The Legislature also has directed the Commission to conduct and publish a study on criminal defense attorney caseloads “for the purpose of determining guidelines for establishing a maximum allowable caseload for a criminal defense attorney that . . . allows the attorney to give each indigent defendant the time and effort necessary to ensure effective representation.” That study is due to be completed by January 1, 2015.

### **Instructions**

Every year, an attorney is required to submit a practice-time statement to each county in which the attorney accepted an appointment in an adult criminal or juvenile delinquency case during a fiscal year period that begins on October 1 and ends on September 30. The statement is due no later than October 15 immediately following the close of each fiscal year. For example, if, during the fiscal year that begins on October 1, 2013 and ends on September 30, 2014, an attorney who accepts appointments in County A and County B must submit separate practice-time statements to County A and to County B by October 15, 2014.

The statement submitted to each county must describe (1) the percentage of an attorney’s total practice time (time spent in legal practice in all jurisdictions) that was dedicated to work on trial and appeal appointments in adult criminal cases in that county’s district and county courts during the fiscal year beginning on the preceding October 1; and (2) the percentage of an attorney’s total practice time that was dedicated to work on trial and appeal appointments in juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in that county’s district and county courts during the fiscal year beginning on the preceding October 1.

The percentages reported in the practice-time statement submitted to each county should not include time dedicated to work on appointments to cases (such as CPS cases and guardianship cases) that

are not adult criminal or juvenile delinquency cases, and should not include time dedicated to federal criminal appointments.

The attorney may submit the practice-time statement via the Commission's electronic attorney reporting portal, on the attached Commission reporting form, or on any other physical or electronic form specified by the county that captures all of the information requested on the Commission form. A county may require attorneys who accept appointments in that county to use a specific method to submit their practice-time statements.

The Commission recognizes that attorneys who accept criminal appointments use a variety of case management systems, and attorneys are not required to use any single methodology to complete the practice-time statement. However, the statement should provide percentages that are as accurate as possible given the attorney's chosen case management system.

The Commission will also work with the criminal defense community to promulgate a worksheet that may help attorneys calculate the percentages that must be included in the practice-time statement submitted to each county. Attorneys are not required to use or submit the worksheet to the county or to the Commission.

Attorneys who keep time records for all or a portion of their caseload may use those records to calculate their practice-time percentages or, in the case of partial records, to complete some of the lines on the worksheet. Time records will provide the most accurate method for calculating practice-time percentages.

Attorneys who do not keep time records may consider using a case-counting methodology to calculate practice-time percentages. This methodology involves looking at the number and types of cases in an attorney's total caseload, and calculating practice time percentages based on the number of cases in different case type categories. An attorney may keep track of the number and types of different cases the attorney handles during an entire fiscal year, or may choose to base the calculation on the number of cases the attorney has open at a specific point in time.

For example, an attorney who is appointed to 50 adult criminal cases in County A and is retained by 50 individual clients may calculate that 50% of the attorney's practice time is dedicated to adult criminal appointments in County A, if the appointed cases and retained cases are similar in complexity. The attorney may adjust the percentages as necessary to account for any significant difference in the degree of complexity of cases in each category.

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### Penalties

Penalties for failing to submit a required practice-time statement by the October 15 due date may be prescribed by the judges trying criminal cases in each county. Penalties may include an attorney's removal from the list of attorneys eligible to receive future court appointments.

TEXAS INDIGENT DEFENSE COMMISSION

ATTORNEY REPORTING FORM

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

*Under Article 26.04(j), Code of Criminal Procedure, attorneys are required to report to each county in which they accept appointments the percentage of their total practice time that is dedicated to appointed adult criminal cases and juvenile delinquency cases in that county. This form must be submitted annually to each county no later than October 15. Please see the Attorney Reporting Instructions published by the Commission for additional information about this form.*

1. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on adult criminal cases in which I was appointed to represent the defendant in \_\_\_\_\_ County, Texas.
2. During the preceding fiscal year (October 1 – September 30), \_\_\_\_% of my total practice time was dedicated to work on juvenile delinquency cases (cases alleging delinquent conduct or conduct indicating a need for supervision) in which I was appointed to represent the juvenile in \_\_\_\_\_ County, Texas.
3. The percentage of practice time reported was determined primarily by:
  - ☐ Time records;
  - ☐ Case counts;
  - ☐ Combination of time records and case counts.
  - ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
State Bar of Texas No.

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

**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 7th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean *Michael Yarbrough*.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025 and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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;



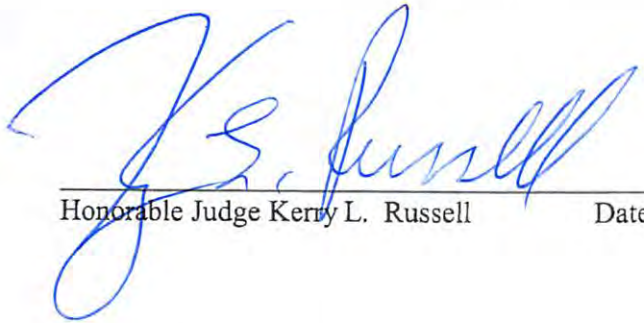
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
  - e. is of sound mind, as well as good moral and ethical character;
  - f. has not been sanctioned by a court for failure to appear;
  - 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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.



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Honorable Judge Kerry L. Russell

Date

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Honorable Judge Neal Franklin

Date



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Michael Yarbrough

Date

9/17/25

**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 241<sup>st</sup> 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Clifton Roberson.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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.



17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

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Honorable Judge Debby Gunter

Date

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Honorable Judge Neal Franklin

Date

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Clifton Roberson

Date

**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 241<sup>st</sup> 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Donald Davidson.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
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8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
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  - 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.
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  - 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.
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  - 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.
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  - 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.
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18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

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Honorable Judge Debby Gunter

Date

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Honorable Judge Neal Franklin

Date

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Donald Davidson

Date

**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 241<sup>st</sup> 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean\_\_\_\_\_.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
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  - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;

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  - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
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  - 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
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  - 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.
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  - 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.
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  - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
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18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

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Honorable Judge Debby Gunter

Date

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Honorable Judge Neal Franklin

Date

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John Jarvis

Date

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

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2. Appointing Authority shall mean the Honorable Judge of the 241<sup>st</sup> 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Zachary Davis.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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.
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  - 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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

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Honorable Judge Debby Gunter

Date

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Honorable Judge Neal Franklin

Date

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Zachary Davis

Date



**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 475th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean John Jarvis.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) 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:
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  - 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:
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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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.



Honorable Judge Taylor Heaton

9/23/2025

Date

Honorable Judge Neal Franklin

Date



John Jarvis

9-23-2025

Date

**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 475th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Ryan Sorrells.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
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  - 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;
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  - 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);
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  - 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.
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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.

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  - 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).
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  - 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.
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  - 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.


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18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

  
\_\_\_\_\_  
Honorable Judge Taylor Heaton

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Honorable Judge Neal Franklin

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ryan Sorrells

  
\_\_\_\_\_  
Date

**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 475th 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 its duly elected County Judge and Commissioners Court.
4. Attorney shall mean Zachary Davis.
5. Term. The term of this contract shall be for twelve months beginning on October 1, 2025, and ending on September 30, 2026, 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 twelve (12) month term of this agreement totaling One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for the term of the contract, unless the Contract is terminated sooner.
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  - 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;
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  - 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.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.



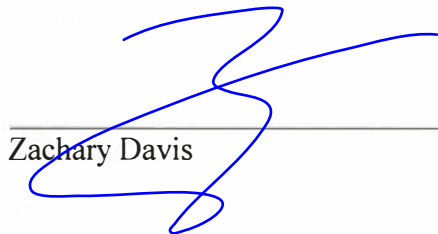
Honorable Judge Taylor Heaton

9/23/2025

Date

Honorable Judge Neal Franklin

Date



Zachary Davis

9/24/2025

Date

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

<b>Submission Date:</b> 09/22/2025	<b>Submitted by:</b> Brandon Moore
<b>Meeting Date:</b> 09/29/2025	<b>Department:</b> FMO
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Professional Services Agreement Addendum	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> This addendum is a requirement from the grant administrator, General Land Office (GLO). This addendum has specific verbiage required by GLO for payment and proceedings.	
<b>Background:</b> Upon payment request by H2O, GLO informed us that a addendum needed to be made in the agreement, specifically referencing "Appendix II to Part 200 of 2 CFR 200.318 - 200.327." H2O wrote and provided the addendum.	
<b>Financial and Operational Impact:</b> N/A	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Brandon Moore	<b>Email:</b> bmoore2@smith-county.com
<b>Name:</b> Chad Hogue	<b>Email:</b> chogue@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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Agenda Item # \_\_\_\_\_



## ADDENDUM NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

This ADDENDUM NO. 1 is to the Professional Services Agreement entered into, by and between H2O Partners, Inc., 1515 S. Capital of Texas Hwy, Suite 305, Austin, Texas 78746 (CONSULTANT) and Smith County, Texas (CLIENT) on March 27, 2025.

### RECITALS

WHEREAS, CLIENT and CONSULTANT entered into an Agreement for Professional Services on March 27, 2025, which Agreement provides for CONSULTANT'S performance to develop a Federal Emergency Management Agency (FEMA) approved Hazard Mitigation Action Plan (HMAP), and which Agreement is expressly incorporated herein by reference; and

WHEREAS, if a non-Federal entity wants to use federal funds to pay or reimburse their expenses for services under a contract, CLIENT and CONSULTANT, will comply with all applicable clauses described in [Appendix II](#) to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) and [2 CFR 200: 318 - 327](#); and

WHEREAS, this ADDENDUM NO. 1, contains the federally required contract provisions; and

NOW, THEREFORE, the provisions are as follows:

#### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, consultants must sign and submit to the non-federal entity the following certification.

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements



## **ADDENDUM No. 1**

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The consultant, H2O Partners, Inc., certifies or affirms that the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

### **Clean Air Act**

1. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The consultant agrees to report each violation to Smith County, Texas and understands and agrees that Smith County, Texas will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

## **ADDENDUM No. 1**

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3. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The consultant agrees to report each violation to Smith County, Texas and understands and agrees that Smith County, Texas will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

H2O Partners must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Smith County, Texas. If it is later determined that the consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Smith County, Texas, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

### **Access to Records**

The consultant agrees to provide the Texas Division of Emergency Management and/or the General Land Office, Federal Emergency Management Agency (FEMA) Administrator and/or the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their authorized representatives access to any books,



documents, papers, and records of the consultant which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

The consultant agrees to maintain records for five years after the Grantee formally closes out the project and agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In compliance with the Disaster Recovery Act of 2018, Smith County and H2O Partners acknowledge and agree that no language in the is agreement is intended to prohibit audits or internal reviews by the FEMA Administrator, HUD, or the Comptroller General of the United States.

### **Solid Waste Disposal Act**

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### **Verification No Boycott Israel**

As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### **Foreign Terrorist Organizations**

Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters

## ADDENDUM No. 1

806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

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

H2O Partners, Inc.

BY:

NAME:

Eric Howard

TITLE:

Vice President

DATE:

9/22/2025

Smith County, Texas

BY:

NAME:

Neal Franklin

TITLE:

County Judge

DATE:

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

<b>Submission Date:</b> 9/16/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> FMO
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Fireworks: Diwali Day	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to authorize the sale of fireworks for Diwali Day.	
<b>Background:</b> Diwali Fireworks: Oct. 13 – midnight, Oct. 22 Deadline to adopt order: Oct. 3 The commissioners court may adopt an order authorizing the sale of fireworks for Diwali (Oct. 18 – 22), as permitted by Occupations Code §2154.202(h).	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Jennafer Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b> Chad Hogue	<b>Email:</b> chogue@smith-county.com
<b>Name:</b> T Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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

<b>Submission Date:</b> 9/19/2025	<b>Submitted by:</b> Christina Haney
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> Purchasing
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> AWARD 31-25 ROAD AND BRIDGE SITE IMPROVEMENTS	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to award a contract to Casey Slone Construction in the amount of \$264,777.00 for 31-25 Road and Bridge Site Improvements and authorize the County Judge to sign all related documentation.	
<b>Background:</b> On August 5, 2025, Commissioners Court authorized the Purchasing Department to advertise, solicit, and receive sealed bids for the Road and Bridge Site Improvements. Purchasing received 2 bids.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Christina Haney	<b>Email:</b>
<b>Name:</b> Jaye Latch	<b>Email:</b>
<b>Name:</b> Jordan Norris	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**Purchasing Department  
Sealed Bid Tabulation**

**Bid Number: RB-31-25  
Road and Bridge Facility Site Improvements**

<b>BIDDER NAME</b>	<b>BASE BID AMOUNT</b>
<b>CASEY SLONE CONSTRUCTION</b>	<b>\$264,777.00</b>
<b>WATSON CONSTRUCTION</b>	<b>\$297,593.00</b>

\*Offers listed herein tabulated were received as of the published bid opening date and time. All other offers are declared non-responsive and are hereby rejected.

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# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 9/22/2025	<b>Submitted by:</b> CHRISTINA HANEY
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> PURCHASING
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> AWARD BID 20-25 Road Improvements to CR 26 (FM 850 TO CR 21) CR 27 (CR 26 to End)	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to award a contract to Texana Land and Asphalt in the amount of \$1,688,488.00 for RB-20-25 Road Improvements to CR 26 (FM 850 TO CR 21) & CR 27 (CR 26 to End) and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b> 8/19/2025- Commissioners Court authorized Purchasing to advertise, solicit and receive sealed bids for the following: RB-20-25 Road Improvements to CR 26 (FM850 to CR 21) and CR 27	
<b>Financial and Operational Impact:</b> Bond Project	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
<b>Name:</b> CHRISTINA HANEY	<b>Email:</b>
<b>Name:</b> JAYE LATCH	<b>Email:</b>
<b>Name:</b> JORDAN NORRIS	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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# RB-20-25

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Project Number:		RB-20-25		Date:		17-Sep-2025			
Project Limits:		SMITH COUNTY		TEXANA LAND & ASPHALT		A. E. SHULL & COMPANY		L. S. EQUIPMENT COMPANY, INC.	
		ROADWAY IMPROVEMENTS TO		SULPHUR SPRINGS		TYLER		HENDERSON	
		CR 26 - FM 850 to CR 21		1		2		3	
		CR 27 - CR 26 to End							
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

## CR 26 ROAD IMPROVEMENTS

100	246	STA	PREPARING ROW	\$10.00	\$ 2,460.00	\$62.00	\$ 15,252.00	\$100.00	\$ 24,600.00
134	246	STA	BACKFILL PVMT EDGE (TY B)	\$70.00	\$ 17,220.00	\$29.00	\$ 7,134.00	\$50.00	\$ 12,300.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$10.00	\$ 100.00	\$90.00	\$ 900.00	\$85.00	\$ 850.00
251	69,020	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$2.00	\$ 138,040.00	\$1.40	\$ 96,628.00	\$1.50	\$ 103,530.00
275-A	710	TON	CEMENT (3.0%)(20 LBS/SY)	\$240.00	\$ 170,400.00	\$240.00	\$ 170,400.00	\$250.00	\$ 177,500.00
275-B	69,020	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.30	\$ 158,746.00	\$1.40	\$ 96,628.00	\$1.50	\$ 103,530.00
310	13,000	GAL	PRIME COAT (MC-30)	\$0.01	\$ 130.00	\$0.01	\$ 130.00	\$0.01	\$ 130.00
340	7,600	TON	D-GR HMA TY-D (SURF)	\$128.00	\$ 972,800.00	\$143.75	\$ 1,092,500.00	\$140.00	\$ 1,064,000.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$500.00	\$ 4,000.00	\$200.00	\$ 1,600.00	\$900.00	\$ 7,200.00
560	10	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$1.00	\$ 10.00	\$0.01	\$ 0.10	\$0.01	\$ 0.10
666-A	49,200	LF	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	\$0.60	\$ 29,520.00	\$0.65	\$ 31,980.00	\$0.60	\$ 29,520.00
666-B	49,200	LF	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	\$0.60	\$ 29,520.00	\$0.65	\$ 31,980.00	\$0.60	\$ 29,520.00
666-C	60	LF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	\$10.00	\$ 600.00	\$11.00	\$ 660.00	\$10.00	\$ 600.00
672	1,230	EA	REFL PAV MRKR TY II-A-A	\$5.00	\$ 6,150.00	\$5.50	\$ 6,765.00	\$5.00	\$ 6,150.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
CR 26 ROAD IMPROVEMENTS				\$	1,549,696.00	\$	1,572,557.10	\$	1,579,430.10

## CR 27 ROAD IMPROVEMENTS

100	26	STA	PREPARING ROW	\$10.00	\$ 260.00	\$62.00	\$ 1,612.00	\$100.00	\$ 2,600.00
134	26	STA	BACKFILL PVMT EDGE (TY B)	\$70.00	\$ 1,820.00	\$29.00	\$ 754.00	\$50.00	\$ 1,300.00
251	6,230	SY	RWK BS MTL (TY D)(ORD COMP)(8 IN)	\$1.70	\$ 10,591.00	\$1.40	\$ 8,722.00	\$1.50	\$ 9,345.00
275-A	52	TON	CEMENT (3.0%)(16 LBS/SY)	\$240.00	\$ 12,480.00	\$240.00	\$ 12,480.00	\$250.00	\$ 13,000.00
275-B	6,230	SY	CEMENT TREAT (EXIST MATL)(8 IN)	\$2.30	\$ 14,329.00	\$1.40	\$ 8,722.00	\$1.50	\$ 9,345.00
310	1,200	GAL	PRIME COAT (MC-30)	\$0.01	\$ 12.00	\$0.01	\$ 12.00	\$0.01	\$ 12.00
340	680	TON	D-GR HMA TY-D (SURF)	\$132.00	\$ 89,760.00	\$143.75	\$ 97,750.00	\$140.00	\$ 95,200.00
502	4	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$500.00	\$ 2,000.00	\$200.00	\$ 800.00	\$900.00	\$ 3,600.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00
CR 27 ROAD IMPROVEMENTS				\$	138,752.00	\$	138,352.00	\$	141,902.00

TOTAL AMOUNT BID				\$	1,688,448.00	\$	1,710,909.10	\$	1,721,332.10
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# RB-20-25

TABULATION OF BIDS				BID OF		BID OF	
Project Number:		RB-20-25		Date:		17-Sep-2025	
Project Limits:		SMITH COUNTY		REYNOLDS & KAY, LTD		TRUE ROADS CONSTRUCTION, LLC	
		ROADWAY IMPROVEMENTS TO		TYLER		HALLSVILLE	
		CR 26 - FM 850 to CR 21		4		5	
		CR 27 - CR 26 to End					
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension

## CR 26 ROAD IMPROVEMENTS

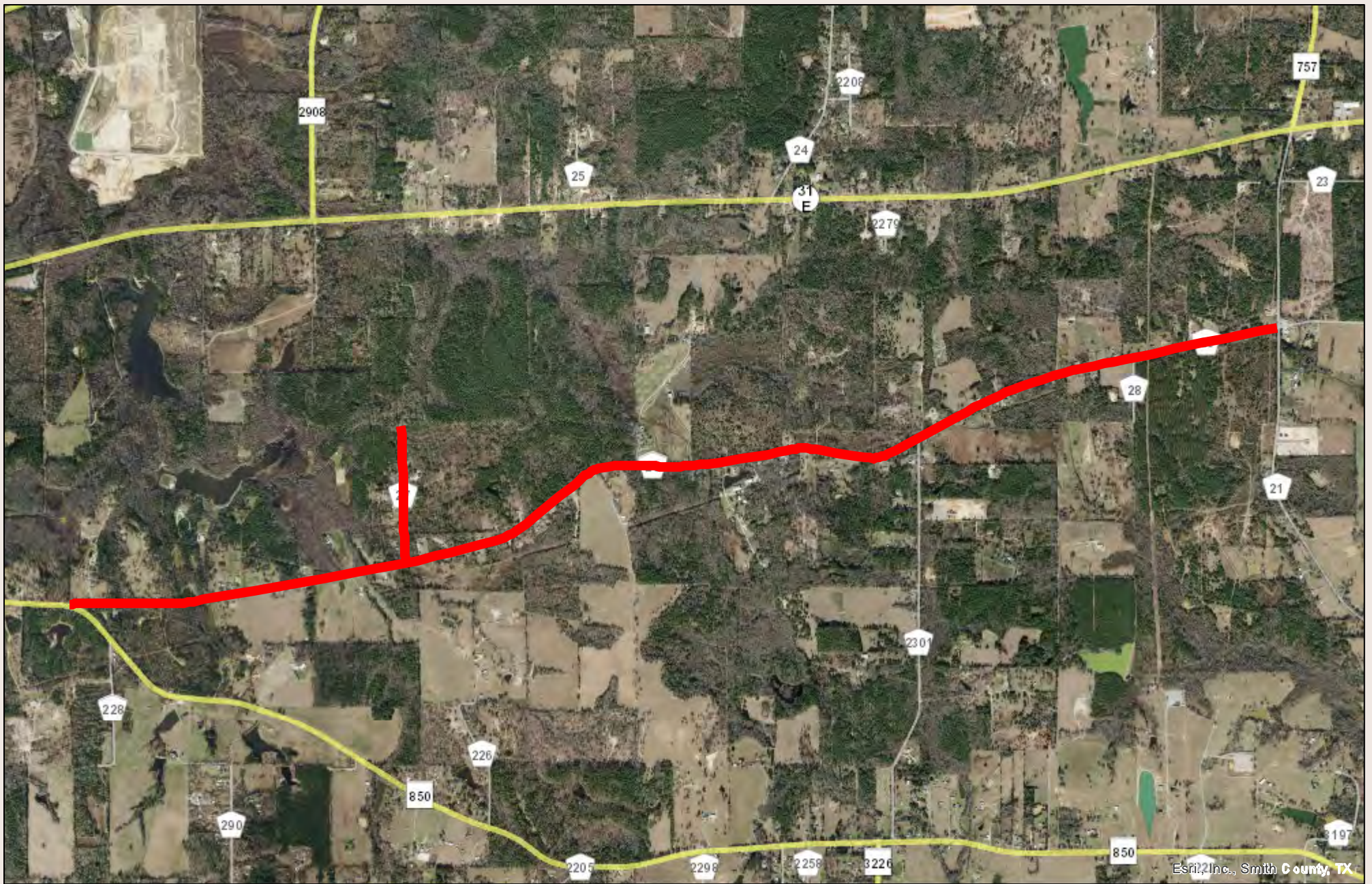
100	246	STA	PREPARING ROW	\$145.00	\$ 35,670.00	\$115.00	\$ 28,290.00
134	246	STA	BACKFILL PVMT EDGE (TY B)	\$55.00	\$ 13,530.00	\$115.00	\$ 28,290.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$250.00	\$ 2,500.00	\$150.00	\$ 1,500.00
251	69,020	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$1.90	\$ 131,138.00	\$1.45	\$ 100,079.00
275-A	710	TON	CEMENT (3.0%)(20 LBS/SY)	\$270.00	\$ 191,700.00	\$300.00	\$ 213,000.00
275-B	69,020	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.00	\$ 138,040.00	\$2.75	\$ 189,805.00
310	13,000	GAL	PRIME COAT (MC-30)	\$0.01	\$ 130.00	\$0.01	\$ 130.00
340	7,600	TON	D-GR HMA TY-D (SURF)	\$145.00	\$ 1,102,000.00	\$160.00	\$ 1,216,000.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$170.00	\$ 1,360.00	\$200.00	\$ 1,600.00
560	10	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.10	\$50.00	\$ 500.00
666-A	49,200	LF	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	\$0.70	\$ 34,440.00	\$0.70	\$ 34,440.00
666-B	49,200	LF	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	\$0.70	\$ 34,440.00	\$0.70	\$ 34,440.00
666-C	60	LF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	\$12.00	\$ 720.00	\$12.00	\$ 720.00
672	1,230	EA	REFL PAV MRKR TY II-A-A	\$6.00	\$ 7,380.00	\$6.00	\$ 7,380.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
CR 26 ROAD IMPROVEMENTS				\$	1,713,048.10	\$	1,876,174.00

## CR 27 ROAD IMPROVEMENTS

100	26	STA	PREPARING ROW	\$100.00	\$ 2,600.00	\$130.00	\$ 3,380.00
134	26	STA	BACKFILL PVMT EDGE (TY B)	\$78.00	\$ 2,028.00	\$130.00	\$ 3,380.00
251	6,230	SY	RWK BS MTL (TY D)(ORD COMP)(8 IN)	\$1.90	\$ 11,837.00	\$1.45	\$ 9,033.50
275-A	52	TON	CEMENT (3.0%)(16 LBS/SY)	\$270.00	\$ 14,040.00	\$300.00	\$ 15,600.00
275-B	6,230	SY	CEMENT TREAT (EXIST MATL)(8 IN)	\$1.70	\$ 10,591.00	\$2.75	\$ 17,132.50
310	1,200	GAL	PRIME COAT (MC-30)	\$0.01	\$ 12.00	\$0.01	\$ 12.00
340	680	TON	D-GR HMA TY-D (SURF)	\$147.00	\$ 99,960.00	\$160.00	\$ 108,800.00
502	4	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$120.00	\$ 480.00	\$200.00	\$ 800.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00
CR 27 ROAD IMPROVEMENTS				\$	149,048.00	\$	165,638.00

TOTAL AMOUNT BID				\$	1,862,096.10	\$	2,041,812.00
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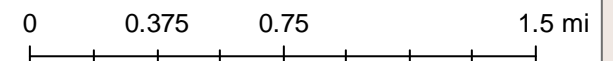
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Web AppBuilder for ArcGIS

## CR 26 & CR 27

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

<http://www.smithcountymapsite.org>





11

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

<b>Submission Date:</b> 9/22/2025	<b>Submitted by:</b> CHRISTINA HANEY
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> PURCHASING
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> AWARD BID 11-25 Road Improvements to CR 313 (FM 14 TO FM2015)	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to award a contract to Texana Land and Asphalt in the amount of \$2,309,085.50 for RB-11-25 Road Improvements to CR 313 (FM 14 to FM 2015) & CR 3147 (CR 313 to End) and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b> 10/08/2024 - Commissioners Court authorized Purchasing to advertise, solicit and receive sealed bid for the following: RB-11-25 Road Improvements to CR 313 (FM 14 to FM 2015)	
<b>Financial and Operational Impact:</b> bond project	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> CHRISTINA HANEY	<b>Email:</b>
<b>Name:</b> JAYE LATCH	<b>Email:</b>
<b>Name:</b> JORDAN NORRIS	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the 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 # \_\_\_\_\_

# RB-11-25

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF	
Project Number: RB-11-25 Date: 17-Sep-2025				TEXANA LAND & ASPHALT		S. EQUIPMENT COMPANY, INC.		REYNOLDS & KAY, LTD		TRUE ROADS CONSTRUCTION, LLC	
Project Limits: ROADWAY IMPROVEMENTS TO				SULPHUR SPRINGS		HENDERSON		TYLER		HALLSVILLE	
CR 313C - FM 14 to FM 2015				1		2		3		4	
CR 3147 - CR 313 to Dead End											
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

## CR 313C ROAD IMPROVEMENTS

100	169	STA	PREPARING ROW	\$10.00	\$ 1,690.00	\$100.00	\$ 16,900.00	\$220.00	\$ 37,180.00	\$110.00	\$ 18,590.00
134	169	STA	BACKFILL PVTM EDGE (TY B)	\$70.00	\$ 11,830.00	\$50.00	\$ 8,450.00	\$70.00	\$ 11,830.00	\$110.00	\$ 18,590.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$10.00	\$ 100.00	\$85.00	\$ 850.00	\$200.00	\$ 2,000.00	\$225.00	\$ 2,250.00
251	47,300	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$2.00	\$ 94,600.00	\$1.50	\$ 70,950.00	\$2.00	\$ 94,600.00	\$1.50	\$ 70,950.00
275-A	480	TON	CEMENT (3.0%)(20 LBS/SY)	\$240.00	\$ 115,200.00	\$250.00	\$ 120,000.00	\$267.00	\$ 128,160.00	\$290.00	\$ 139,200.00
275-B	47,300	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.30	\$ 108,790.00	\$1.50	\$ 70,950.00	\$2.00	\$ 94,600.00	\$2.85	\$ 134,805.00
310	8,600	GAL	PRIME COAT (MC-30)	\$0.01	\$ 86.00	\$0.01	\$ 86.00	\$0.01	\$ 86.00	\$0.01	\$ 86.00
340	5,250	TON	D-GR HMA TY-D (SURF)	\$131.00	\$ 687,750.00	\$145.00	\$ 761,250.00	\$144.30	\$ 757,575.00	\$165.00	\$ 866,250.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$500.00	\$ 4,000.00	\$1,000.00	\$ 8,000.00	\$200.00	\$ 1,600.00	\$100.00	\$ 800.00
560	10	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$1.00	\$ 10.00	\$0.01	\$ 0.10	\$0.01	\$ 0.10	\$90.00	\$ 900.00
666-A	33,700	LF	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	\$0.60	\$ 20,220.00	\$0.60	\$ 20,220.00	\$0.70	\$ 23,590.00	\$0.70	\$ 23,590.00
666-B	33,700	LF	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	\$0.60	\$ 20,220.00	\$0.60	\$ 20,220.00	\$0.70	\$ 23,590.00	\$0.70	\$ 23,590.00
666-C	60	LF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	\$10.00	\$ 600.00	\$10.00	\$ 600.00	\$12.00	\$ 720.00	\$11.00	\$ 660.00
672	850	EA	REFL PAV MRKR TY II-A-A	\$5.00	\$ 4,250.00	\$5.00	\$ 4,250.00	\$6.00	\$ 5,100.00	\$6.00	\$ 5,100.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
CR 313C ROAD IMPROVEMENTS				\$	1,089,346.00	\$	1,122,726.10	\$	1,200,631.10	\$	1,325,361.00

# RB-11-25

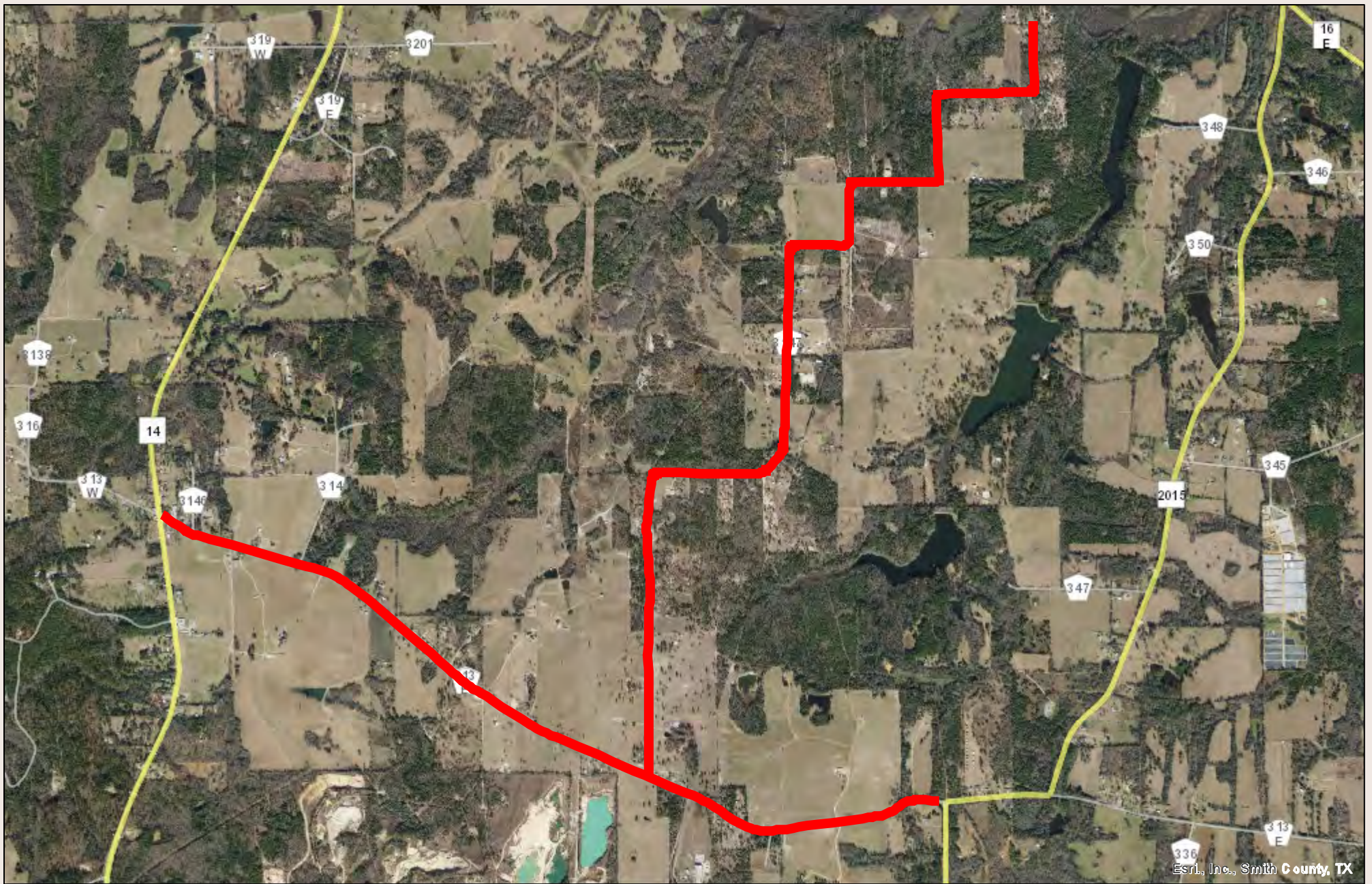
TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF	
Project Number: RB-11-25 Date: 17-Sep-2025				TEXANA LAND & ASPHALT		S. EQUIPMENT COMPANY, INC.		REYNOLDS & KAY, LTD		TRUE ROADS CONSTRUCTION, LLC	
Project Limits: ROADWAY IMPROVEMENTS TO				SULPHUR SPRINGS		HENDERSON		TYLER		HALLSVILLE	
CR 313C - FM 14 to FM 2015				1		2		3		4	
CR 3147 - CR 313 to Dead End											
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

## CR 3147 ROAD IMPROVEMENTS

100	214	STA	PREPARING ROW	\$10.00	\$ 2,140.00	\$100.00	\$ 21,400.00	\$100.00	\$ 21,400.00	\$110.00	\$ 23,540.00
134	214	STA	BACKFILL PVMT EDGE (TY B)	\$55.00	\$ 11,770.00	\$50.00	\$ 10,700.00	\$80.00	\$ 17,120.00	\$110.00	\$ 23,540.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$10.00	\$ 100.00	\$85.00	\$ 850.00	\$200.00	\$ 2,000.00	\$225.00	\$ 2,250.00
251	55,140	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$2.00	\$ 110,280.00	\$1.50	\$ 82,710.00	\$1.80	\$ 99,252.00	\$1.50	\$ 82,710.00
275-A	560	TON	CEMENT (3.0 %)(20 LBS/SY)	\$240.00	\$ 134,400.00	\$250.00	\$ 140,000.00	\$267.00	\$ 149,520.00	\$290.00	\$ 162,400.00
275-B	55,140	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.50	\$ 137,850.00	\$1.50	\$ 82,710.00	\$1.65	\$ 90,981.00	\$2.85	\$ 157,149.00
310	9,950	GAL	PRIME COAT (MC-30)	\$0.01	\$ 99.50	\$0.01	\$ 99.50	\$0.01	\$ 99.50	\$0.01	\$ 99.50
340	6,100	TON	D-GR HMA TY-D (SURF)	\$131.00	\$ 799,100.00	\$145.00	\$ 884,500.00	\$144.00	\$ 878,400.00	\$165.00	\$ 1,006,500.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$500.00	\$ 4,000.00	\$1,000.00	\$ 8,000.00	\$200.00	\$ 1,600.00	\$100.00	\$ 800.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00
CR 3147 ROAD IMPROVEMENTS				\$	1,219,739.50	\$	1,250,969.50	\$	1,280,372.50	\$	1,478,988.50

TOTAL AMOUNT BID				\$	2,309,085.50	\$	2,373,695.60	\$	2,481,003.60	\$	2,804,349.50
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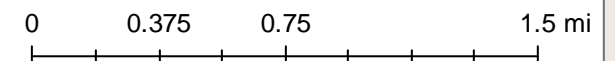
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Web AppBuilder for ArcGIS

## CR 313C & CR 3147

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

<http://www.smithcountymapsite.org>



**12**



# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 9/22/2025	<b>Submitted by:</b> CHRISTINA HANEY
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> PURCHASING
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> AWARD BID 33-25 Road Improvements to CR 2193 (FM 756 TO FM 2964)	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to award a contract to A.E. Schull in the amount of \$399,118.55 for RB-33-25 Road Improvements to CR 2193 (FM 756 TO FM 2964) and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b> 8/19/2025- Commissioners Court authorized Purchasing to advertise, solicit and receive sealed bids for the following: RB-33-25 Road Improvements to CR 2193 (FM 756 to FM 2964)	
<b>Financial and Operational Impact:</b> Bond Project	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
<b>Name:</b> CHRISTINA HANEY	<b>Email:</b>
<b>Name:</b> JAYE LATCH	<b>Email:</b>
<b>Name:</b> JORDAN NORRIS	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

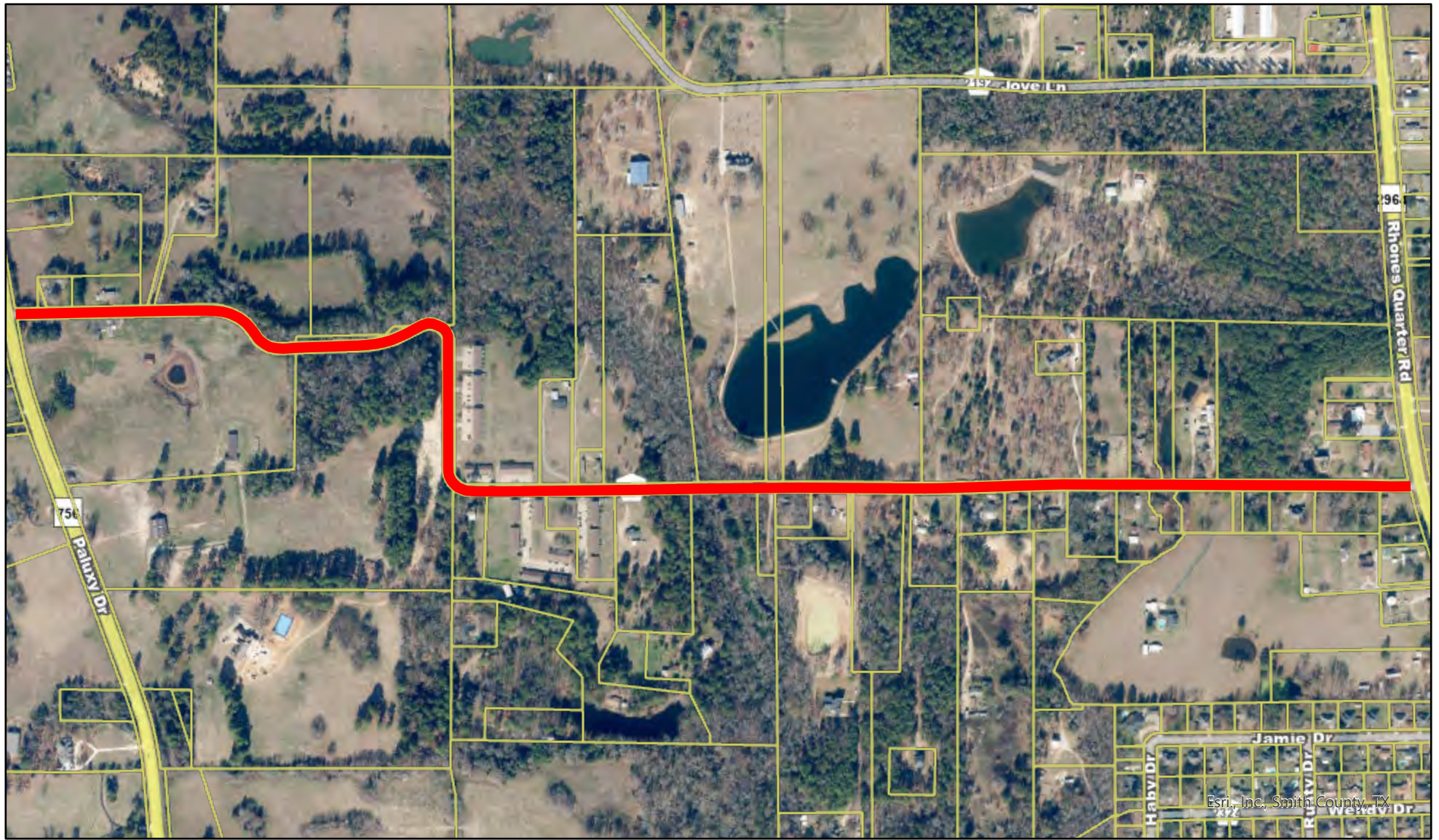
Office Use Only  
Agenda Item # \_\_\_\_\_

# RB-33-25

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Project Number: RB-33-25 Date: 17-Sep-2025				A. E. SHULL & COMPANY		L. S. EQUIPMENT COMPANY, INC.		TEXANA LAND & ASPHALT	
Project Limits: ROADWAY IMPROVEMENTS TO CR 2193 (FM 756 to FM 2964)				TYLER 1		HENDERSON 2		SULPHUR SPRINGS 3	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	71	STA	PREPARING ROW	\$60.00	\$ 4,260.00	\$100.00	\$ 7,100.00	\$13.00	\$ 923.00
134	71	STA	BACKFILL PVMT EDGE (TY B)	\$29.00	\$ 2,059.00	\$50.00	\$ 3,550.00	\$90.00	\$ 6,390.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$90.00	\$ 900.00	\$85.00	\$ 850.00	\$85.00	\$ 850.00
251	18,330	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$1.40	\$ 25,662.00	\$1.50	\$ 27,495.00	\$2.20	\$ 40,326.00
275-A	186	TON	CEMENT (3.0%)(20 LBS/SY)	\$240.00	\$ 44,640.00	\$250.00	\$ 46,500.00	\$235.00	\$ 43,710.00
275-B	18,330	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$1.40	\$ 25,662.00	\$1.50	\$ 27,495.00	\$2.65	\$ 48,574.50
310	3,400	GAL	PRIME COAT (MC-30)	\$0.01	\$ 34.00	\$0.01	\$ 34.00	\$0.01	\$ 34.00
340	2,030	TON	D-GR HMA TY-D (SURF)	\$140.05	\$ 284,301.50	\$140.00	\$ 284,200.00	\$128.00	\$ 259,840.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$200.00	\$ 1,600.00	\$900.00	\$ 7,200.00	\$500.00	\$ 4,000.00
560	5	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.05	\$0.01	\$ 0.05	\$1.00	\$ 5.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTAL CR 2193 IMPROVEMENTS				\$	399,118.55	\$	414,424.05	\$	414,652.50

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Project Number: RB-33-25 Date: 17-Sep-2025				REYNOLDS & KAY, LTD		TRUE ROADS CONSTRUCTION, LLC		BLACKSMITH VENTURES, LLC	
Project Limits: ROADWAY IMPROVEMENTS TO CR 2193 (FM 756 to FM 2964)				TYLER 4		HALLSVILLE 5		BRYSON 6	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	71	STA	PREPARING ROW	\$165.00	\$ 11,715.00	\$115.00	\$ 8,165.00	\$1.00	\$ 71.00
134	71	STA	BACKFILL PVMT EDGE (TY B)	\$70.00	\$ 4,970.00	\$115.00	\$ 8,165.00	\$1.00	\$ 71.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$250.00	\$ 2,500.00	\$225.00	\$ 2,250.00	\$100.00	\$ 1,000.00
251	18,330	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$2.12	\$ 38,859.60	\$1.65	\$ 30,244.50	\$5.00	\$ 91,650.00
275-A	186	TON	CEMENT (3.0%)(20 LBS/SY)	\$274.00	\$ 50,964.00	\$290.00	\$ 53,940.00	\$230.00	\$ 42,780.00
275-B	18,330	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.10	\$ 38,493.00	\$2.75	\$ 50,407.50	\$6.00	\$ 109,980.00
310	3,400	GAL	PRIME COAT (MC-30)	\$0.01	\$ 34.00	\$0.01	\$ 34.00	\$6.00	\$ 20,400.00
340	2,030	TON	D-GR HMA TY-D (SURF)	\$147.00	\$ 298,410.00	\$166.00	\$ 336,980.00	\$150.00	\$ 304,500.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 800.00	\$100.00	\$ 800.00	\$1.00	\$ 8.00
560	5	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.05	\$50.00	\$ 250.00	\$100.00	\$ 500.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTAL CR 2193 IMPROVEMENTS				\$	456,745.65	\$	501,236.00	\$	580,960.00





CR 2193

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mi



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**13**

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

<b>Submission Date:</b> 9/22/2025	<b>Submitted by:</b> CHRISTINA HANEY
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> PURCHASING
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> AWARD BID 34-25 Road Improvements to CR 172 (FM 346 TO 2493)	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to award a contract to A.E Schull in the amount of \$462,256.05 for RB-34-25 Road Improvements to CR 172 (FM 346 TO 2493) and authorize the County Judge to sign all necessary documentation.	
<b>Background:</b> 8/19/2025- Commissioners Court authorized Purchasing to advertise, solicit and receive sealed bids for the following: RB-34-25 Road Improvements to CR 172 (FM 346 to FM 2493)	
<b>Financial and Operational Impact:</b> Bond Project	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> CHRISTINA HANEY	<b>Email:</b>
<b>Name:</b> JAYE LATCH	<b>Email:</b>
<b>Name:</b> JORDAN NORRIS	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the 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**

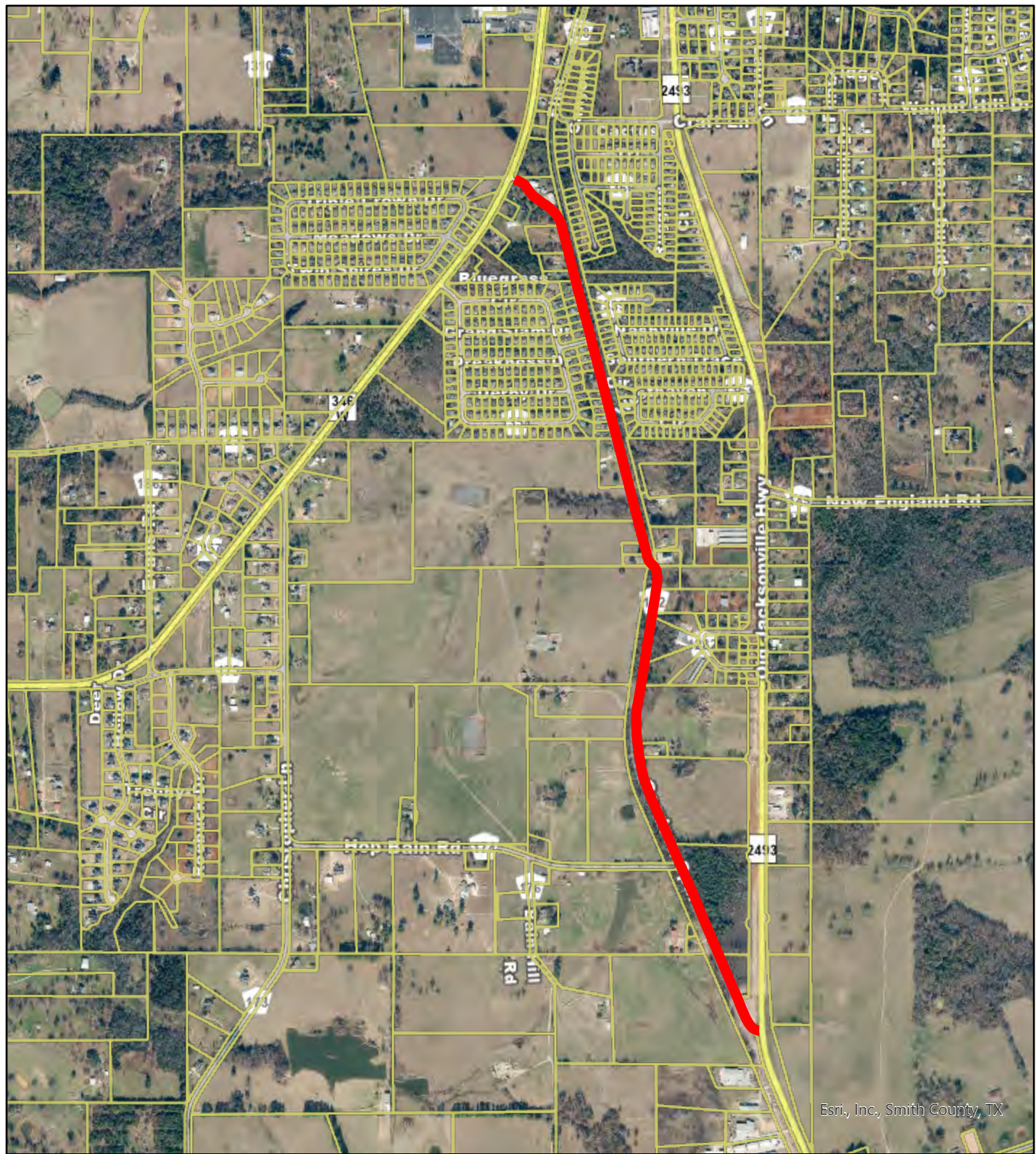
Office Use Only  
Agenda Item # \_\_\_\_\_

# RB-34-25

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Project Number:		RB-34-25		Date:		17-Sep-2025		A. E. SHULL & COMPANY	
Project Limits:		SMITH COUNTY		TYLER		TEXANA LAND & ASPHALT		L. S. EQUIPMENT COMPANY, INC.	
		ROADWAY IMPROVEMENTS TO		1		SULPHUR SPRINGS		3	
		CR 172 (FM 346 to FM 2493)							
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	83	STA	PREPARING ROW	\$60.00	\$ 4,980.00	\$11.00	\$ 913.00	\$100.00	\$ 8,300.00
134	83	STA	BACKFILL PVMT EDGE (TY B)	\$29.00	\$ 2,407.00	\$75.00	\$ 6,225.00	\$50.00	\$ 4,150.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$90.00	\$ 900.00	\$85.00	\$ 850.00	\$85.00	\$ 850.00
251	21,450	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$1.40	\$ 30,030.00	\$2.25	\$ 48,262.50	\$1.50	\$ 32,175.00
275-A	220	TON	CEMENT (3.0%)(20 LBS/SY)	\$240.00	\$ 52,800.00	\$235.00	\$ 51,700.00	\$250.00	\$ 55,000.00
275-B	21,450	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$1.40	\$ 30,030.00	\$2.30	\$ 49,335.00	\$1.50	\$ 32,175.00
310	3,900	GAL	PRIME COAT (MC-30)	\$0.01	\$ 39.00	\$0.01	\$ 39.00	\$0.01	\$ 39.00
340	2,350	TON	D-GR HMA TY-D (SURF)	\$140.20	\$ 329,470.00	\$126.00	\$ 296,100.00	\$140.00	\$ 329,000.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$200.00	\$ 1,600.00	\$500.00	\$ 4,000.00	\$900.00	\$ 7,200.00
560	5	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.05	\$1.00	\$ 5.00	\$0.01	\$ 0.05
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTAL CR 172 IMPROVEMENTS				\$	462,256.05	\$	467,429.50	\$	478,889.05

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Project Number:		RB-34-25		Date:		17-Sep-2025		REYNOLDS & KAY, LTD	
Project Limits:		SMITH COUNTY		TYLER		TRUE ROADS CONSTRUCTION, LLC		BLACKSMITH VENTURES, LLC	
		ROADWAY IMPROVEMENTS TO		4		HALLSVILLE		BRYSON	
		0							
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	83	STA	PREPARING ROW	\$145.00	\$ 12,035.00	\$110.00	\$ 9,130.00	\$1.00	\$ 83.00
134	83	STA	BACKFILL PVMT EDGE (TY B)	\$63.00	\$ 5,229.00	\$110.00	\$ 9,130.00	\$1.00	\$ 83.00
150	10	HR	BLADING FOR DITCH MAINTENANCE	\$250.00	\$ 2,500.00	\$220.00	\$ 2,200.00	\$100.00	\$ 1,000.00
251	21,450	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$2.00	\$ 42,900.00	\$1.65	\$ 35,392.50	\$5.00	\$ 107,250.00
275-A	220	TON	CEMENT (3.0%)(20 LBS/SY)	\$275.00	\$ 60,500.00	\$290.00	\$ 63,800.00	\$230.00	\$ 50,600.00
275-B	21,450	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.10	\$ 45,045.00	\$2.85	\$ 61,132.50	\$6.00	\$ 128,700.00
310	3,900	GAL	PRIME COAT (MC-30)	\$0.01	\$ 39.00	\$0.01	\$ 39.00	\$6.00	\$ 23,400.00
340	2,350	TON	D-GR HMA TY-D (SURF)	\$142.00	\$ 333,700.00	\$164.00	\$ 385,400.00	\$150.00	\$ 352,500.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 800.00	\$110.00	\$ 880.00	\$1.00	\$ 8.00
560	5	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.05	\$50.00	\$ 250.00	\$100.00	\$ 500.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTAL CR 172 IMPROVEMENTS				\$	512,748.05	\$	577,354.00	\$	674,124.00





## CR 172

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**14**

# SMITH COUNTY COMMISSIONERS COURT

## AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 09/22/2025	<b>Submitted by:</b> J Latch for IT
<b>Meeting Date:</b> 09/30/2025	<b>Department:</b> IT
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> DAS cabling purchase for the new courthouse	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve a purchase from DataVox, Inc. utilizing TIPS cooperative purchasing program, contract # 230105 in the amount of \$226,959.30 and authorized the County Judge to sign all related documentation.	
<b>Background:</b> This is for cabling for the DataVox system in the new courthouse.	
<b>Financial and Operational Impact:</b> Courthouse Bond Funds	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Don Bell	<b>Email:</b> dbell@smith-county.com
<b>Name:</b> Thomas Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> Jaye Latch	<b>Email:</b> jlatch@smith-county.com
<b>Name:</b>	<b>Email:</b>

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SUBMIT

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



# Building Technology Solutions Proposal

for

**Smith County**

## Court House Cell Booster Cabling Proposal

**DVXB-23775**

Revision : 0

Last Modified : 9/17/2025

*Note: This proposal is valid until 10/18/2025*

# DRAFT

Account Manager  
**Tanya Irvin**  
System Designer  
**Jose Villanueva**



***TIPS Contract Number: 230105***

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700





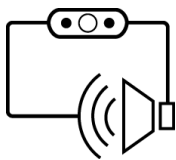
## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner.

With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

# DRAFT

## Products and Services



Audio Visual



Cisco Systems



Cloud  
Solutions



Cyber  
Security



Data Center  
Technologies



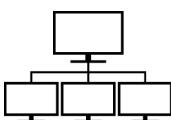
IT Support &  
Managed  
Services



Mobility



Network  
Cabling



Network  
Technology



Phone  
Systems



Physical  
Security



Smart  
Building

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# LOCATION SUMMARY

Location	Price
Horizontal Cabling	\$226,959.30
<b>Total Price (Excludes Sales Tax):</b>	<b>\$226,959.30</b>

DRAFT

# SCOPE OF WORK

## Description of Services

DataVox is pleased to present this proposal for the installation of Cabling for a Distributed Antenna System (DAS) Cell Booster within your facility. Please find the details below:

### Scope of Work:

DataVox will provide and install a structured cabling system for the DAS Cell Booster.

**Based on Architectural plans: A301, A310, A311, A320, A321, A330, A331, A332, A340, A341, A350, A360, A361, A370, A380, A390, A391 and A392 dated: 5/31/24**

## Pathway Support

- Cabling pathways for horizontal cabling will be routed above the drop ceiling, supported with existing ceiling grid wires and 1 1/4" j-hooks.
- Any firewalls penetrated for cabling purposes will be resealed with a proper fire rated sealant

## Horizontal Cabling

### Provide and Install:

- Plenum-LDPE 50A, HFLEX low density foam coaxial cable, cojugated copper segment from main unit to outdoor antennas.
- Plenum-LDPE 50A, HFLEX low density foam coaxial cable, cojugated copper segment from QUATRA EVO Coverage Unit (CU) to splitters and indoor antennas.
- Plenum-rated CAT 6 segments from QUATRA EVO Coverage Unit (CU) to NU main units.
- 6 Strand OS2 SM fiber from Fiber Hubs to NU Units.

DataVox will terminate, test, and label all cable segments

# BILL OF MATERIALS

Horizontal Cabling		Equipment	Labor
<b>DAS</b>			
1000	<b>BERK-TEK</b> Premises Distribution, Tight Buffer, Plenum, Aluminum Interlocking Armor, Indoor/Outdoor, 6 Fiber, SingleMode	\$1,725.80	\$22,500.00
4	<b>COMBA</b> 4-Way Power Splitter, 138-960MHZ, 50W, Wilkinson Type	\$599.44	\$128.00
6	<b>COMBA</b> Nextivity Comba 2 Way 50W Power Splitter	\$490.44	\$192.00
29	<b>COMBA</b> 698 – 2700 MHz hybrid coupler with a PIM rating of -153 dBc. It connects two inputs to two outputs and is suitable for indoor or outdoor environment. High reliability and low insertion loss, 300 W power handling with N Female.	\$4,245.31	\$1,392.00
8000	<b>Commscope</b> LDF4-50A, HELIAX Low Density Foam Coaxial Cable, Corrugated Copper, 1/2 in, Black PE Jacket	\$17,333.60	\$51,200.00
4	<b>Commscope</b> LazrSPEED® 12 Fiber Splitter, Single Mode (OS2), Pigtail, 500µm Blue	\$1,607.52	\$960.00
324	<b>Commscope</b> Type N Male Positive Stop for 1/2 in ALPVPV-50 LDF4-50A cable	\$6,165.72	\$5,184.00
4	<b>Commscope</b> Fiber Wall Enclosure Configured For 2 LGX/1000 Module Cassette Adapter	\$566.68	\$640.00
6	<b>Corning</b> 10GB/S SFP+ Transceiver Module SMF, 1310NM, 10KM	\$792.90	\$48.00
1	<b>DataVox</b> Miscellaneous Hardware For Mounting Components	\$56,250.00	\$4,800.00
10000	<b>General Cable</b> GenSPEED 6® - Cat 6 Cable, Plenum - Green	\$5,278.00	\$4,800.00
232	<b>Leviton</b> EZ-RJ45™ Cat 6 Plug	\$354.96	\$1,856.00
100	<b>Panduit</b> J-Hook 1-1/4" w/ Batwing Clip for Ceiling Wires	\$403.00	\$1,600.00
350	<b>Panduit</b> Used w/ flanges 5/16" to 1/2" thick, and 1.31" max bundle capacity.	\$1,991.50	\$5,600.00
3	<b>POLYPHASER</b> Type N F/F Bulkhead Coaxial RF Surge Protector, 698MHz - 2.7GHz, DC Block, 500W, IP67, .005uJ, 40kA, Filter	\$664.59	\$480.00
2	<b>Rohn</b> FRM125HC 60"H Roof Mount, Non-Penetrating	\$588.88	\$640.00
2	<b>Rohn Tower</b> Mat Kit for FRM Mounts 42-1/2"x 36" x 1/8" Thick	\$416.66	\$320.00

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## Court House Cell Booster Cabling Proposal

DVXB-23775

2	<b>Specified</b> SpecSeal SSP Intumescent Putty, 36cu.in	\$91.28	\$320.00
2	<b>TerraWave</b> TerraWave Ground bar 2"x14" With Mounting Hardware (TW-LP-BAR-8PORT)	\$359.30	\$320.00
2	<b>Velcro</b> 3/4" Cranberry Velcro - 75'	\$80.94	\$320.00
30	<b>WESTELL</b> Westell Power Tappers are an important part of a distributed antennasystem by splitting power unequally. With tap values from 1/3rd to 1/1000th they allow even distribution of RF power throughout aDAS.	\$3,562.50	\$480.00

<b>DAS</b>	<b>\$207,349.02</b>
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## DataVox Management Services

1	<b>DataVox</b> Solution Architect Design and Engineering Services	\$0.00	\$3,840.00
1	<b>DataVox</b> Shipping and Handling Charges	\$2,970.28	\$0.00
1	<b>DataVox</b> Project Management Services Planning, Scheduling, Order Processing, Testing, Tuning, and Turn Up.	\$0.00	\$12,800.00

<b>DataVox Management Services</b>	<b>\$19,610.28</b>
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<b>Total:</b>	<b>\$226,959.30</b>
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DRAFT

# ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Building Technology Solutions Proposal.

- **Pricing:** This quotation is based on work being performed during Normal Working Hours and will not be under any prevailing wage restrictions. Does not include any cabling services other than what is outlined in the scope of work.
- **Donnor Signal:** DataVox acknowledges that the assumption is that each carrier signal from the local cell tower is acceptable to support the proposed solution.
- **Survey:** A benchmark site survey is required to ensure an optimal design with appropriate signal levels for coverage.
- **Roof Antenna:** DataVox assumes roof penetration for RF cable/antenna will be provided by others.
- **Emergency Response DAS:** DataVox acknowledges that the current solution does not replace or function as a public safety Distributed Antenna System (DAS).
- **After-Hours/Holiday:** If work is to be performed after hours or on holidays hourly rate changes will apply.
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, rack mounting equipment, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Conduit:** All conduit, coring, boring, back boxes, floor boxes, power poles, pull boxes, pull strings and NEMA enclosures for all devices will be provided by others. All exterior conduit must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in the scope of work.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in advance with the payment terms as described herein. If requested, DataVox will provide:
  - Bill of Sale identifying the materials and equipment as the property of Customer
  - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
  - Certificate of insurance; and
  - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

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# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Building Technology Solutions Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices. Installation will comply with the Building Industry Consulting Services International (BICSI) standards
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original Proposal and Scope of Work. CO's will be for labor only. Labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Furniture:** While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Coordination Meetings:** DataVox will recommend weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 1 Year parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted*

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*Initial*

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## Customer Responsibilities

This section lists the Customer responsibilities for this Building Technology Solutions Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

# DRAFT

*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*



PROJECT PRICING SUMMARY

Total Installation Price:	\$226,959.30
---------------------------	--------------

<b>Grand Total:</b>	<b>\$226,959.30</b>
---------------------	---------------------

DRAFT

Purchase Options:

☐ Cash Purchase Terms of Payment:

<i>Billing Milestones</i>		<i>Amount Due</i>
Progress Payments (Multiple Invoices Upon Receipt of Goods/Work Completed) - Net 30	100.00 %	\$226,959.30
Total Payments (Excluding Sales Tax):		100 % \$226,959.30

DRAFT

# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Building Technology Solutions Proposal is based upon the Equipment included in this Building Technology Solutions Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS BUILDING TECHNOLOGY SOLUTIONS PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS BUILDING TECHNOLOGIES SOLUTION PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Building Technology Solutions Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Building Technology Solutions Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

# DRAFT

### DataVox, Inc.

### Smith County

By: \_\_\_\_\_  
(Signature)

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

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

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

By: \_\_\_\_\_  
(Signature)

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

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

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

# TERMS AND CONDITIONS

<https://www.datavox.net/terms-and-conditions/>

# DRAFT

**15**

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

<b>Submission Date:</b> 9/23/2025	<b>Submitted by:</b> E. Corona
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> HR
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> 2026 Workers Compensation Renewal Questionnaire	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve submission of the 2026 Texas Association of Counties (TAC) Workers' Compensation Renewal Questionnaire and authorize the County Judge to sign all related documentation.	
<b>Background:</b> Our annual WC questionnaire that needs to be completed in order for TAC to quote us the most cost effective coverage.	
<b>Financial and Operational Impact:</b> Waiting on Auditor to complete Questionnaire to be submitted. Will attached once completed.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> K Smith	<b>Email:</b> ksmith@smith-county.com
<b>Name:</b> E Corona	<b>Email:</b> ecorona@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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SUBMIT

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

**16**

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

<b>Submission Date:</b> 09/19/2025	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 09/30/2025	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> PLAT	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Pflunigan Subdivision, Precinct 2	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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



## Appendix 11

Subdivision Name: Pflunigan SubdivisionAdjacent Road: County Road 2138Developer: Nolan Pflunigan Phone: \_\_\_\_\_email: pflunigan@gmail.com Fax: \_\_\_\_\_Surveyor: HALO Surveying, LLC Phone: \_\_\_\_\_email: carly@halosurveying.com Fax: \_\_\_\_\_

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

Item		<b><i>Date and Initial when received</i></b>		
		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)		9-17-25 S.B. ✓	
	Plat Fee	\$25	\$100 9-17-25 S.B. ✓	\$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		9-17-25 S.B. ✓	
	Designated Rep. (Huggins) Clearance Letter	See notes below	9-17-25 S.B. ✓	
	Tax Certificate		9-17-25 S.B. ✓	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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



Smith County 911  
Communications District  
205 Shelley Dr  
Tyler, TX 75701  
(903) 566-8911

**PLAT, SUBDIVISION & STREET NAME REVIEW**  
**09-09-2025**

Reviewed By: Kim Wheeler, GIS Coordinator

**Pflunigan Subdivision-** SC 911 Addressing, no conflicts, structure on land has an existing address of 21778 C R 2138. The address is specifically to the driveway that is visible in the aerial below.



**Smith County Designated Agent  
Texas Commission on Environmental Quality  
On-Site Facility Enforcement Program  
Permits, Inspections and Complaint Division  
3800 Paluxy Dr Suite 230  
Tyler, TX. 75703  
903-630-4234**

**September 10, 2025**

**Doug Nicholson  
Smith County Road and Bridge  
P.O. Box 990  
Tyler, TX. 75710**

**RE: Pflunigan Subdivision**

**Sir,**

**As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), Scott Morrison agent for Pflunigan Holdings, LLC has submitted an application to this office seeking approval of development planning materials for a new 2 lot subdivision from a 72.75 acre tract located at 21778 CR 2138 Troup, Texas 75789 in Smith County.**

**This development as currently proposed, meets the minimum size of 0.50 acres for a property served by a Public Water System where OSSF's are required. Notice: Property Owners are required to submit to this office an application for a "Permit to construct" and get approval prior to installing an On-Site Sewage Facility on any of the properties.**

**I have reviewed the information submitted by Scott Morrison agent for Pflunigan Holdings, LLC and their consultant Mr. Scott Morrison an R.S. , and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.**

**Robert Stanley  
Robert Stanley  
Designated Representative  
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 100000006900085000

ADNUMBER: R095386

GF NUMBER:

CERTIFICATE NO : 13463651

**COLLECTING AGENCY**

Gary B. Barber

Smith County Tax Office

P.O. Box 2011

Tyler TX 75710-2011

**REQUESTED BY**

HALO SURVEYING LLC

9097 CR 2193

WHITEHOUSE TX 75791

DATE : 9/17/2025

FEE : \$10.00

**PROPERTY DESCRIPTION**

ABST A0069 S BRIMBERRY|TRACT 8

5117 (PT 104.051AC/ SEE TR 85.

3 & 85.4)

0021778 C R 2138

72.75 ACRES

**PROPERTY OWNER**

PFLUNIGAN HOLDINGS LLC

21803 COUNTY ROAD 2178

TROUP TX 75789

PAGE 1 OF 1

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES							
LAND MKT VALUE:		13,095	IMPROVEMENT :		0		
AG LAND VALUE:		172,705	DEF HOMESTEAD:		0		
APPRAISED VALUE:		185,800	LIMITED VALUE:		0		
EXEMPTIONS:		Ag 1D1					
LAWSUITS:							
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	SMITH CO EMER SERV#2	0.00	0.00	0.00	0.00	0.00	0.00
2024	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2024	WHITEHOUSE I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2024 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 9/2025 :

\$ 0.00

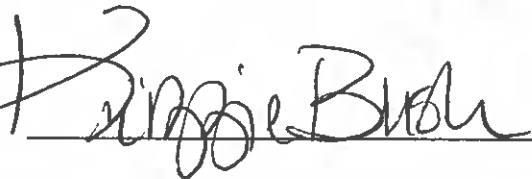
ISSUED TO:

HALO SURVEYING LLC

ACCOUNT NUMBER:

100000006900085000

CERTIFIED BY:



SMITH COUNTY





Tax Assessor-Collector  
Property Tax 903-590-2920  
Fax 903-590-2939

Auto Registration 903-590-2900  
Fax 903-590-2908

## COUNTY OF SMITH

Gary B. Barber – Tax Assessor Collector  
Box 2011  
Tyler, Texas 75710-2011

September 4, 2024

Halo Surveying  
9097 CR 2193  
Whitehouse, TX 75791

RE:           Property Owner: Pflunigan Holdings LLC  
              Property Location: 21778 C R 2138  
              Legal Description: Abstract A0069 S Brimberry Tract 85117 (PT 104.051AC/  
              See Tra 85.3 & 85.4

To Whom It May Concern:

This letter is pertaining to the Texas Property Code Section 12.002 (e) which states:

“if the taxes for the current year have not been calculated, a statement from the collector for the taxing unit indicating that the taxes to be imposed by that taxing unit for the current year have not been calculated.”

The 2024 taxes have not been calculated as of today's date. Tax bills and statements will be available on or about October 1<sup>st</sup> of this year.

Kizzie Bush, Deputy Clerk  
For Gary B. Barber  
Smith County Tax Assessor- Collector

Note: this form is to be used after September 1 each year until such time as tax bills are calculated on or about October 1<sup>st</sup> or thereafter each year and is needed by the County Clerk to allow the filing of plats under Texas Property Code Section 12.002 (e).



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

## Delinquent Tax Statement

Property Account Number:

**100000006900085000**

Statement Date: 09/17/2025

Owner: PFLUNIGAN HOLDINGS LLC  
Mailing Address: 21803 COUNTY ROAD 2178  
TROUP TX 75789

Property Location: 0021778 C R 2138

Acres: 72.75

Legal: ABST A0069 S BRIMBERRY  
Appraisal Dist. Num: TRACT 85117 (PT 104.051AC/ SEE TR  
85.3 & 85.4)

R095386

YEAR	TAXING ENTITIES	BASE TAX	P & I	COLL PEN	TOTAL DUE	DELQ DATE
0		\$0.00	\$0.00	\$0.00	\$0.00	
Total Amount Due					\$0.00	

Note that if the Current Tax Year is  
not yet delinquent it will not be  
included on this statement

↓ Detach ↓

Return With Payment

Delinquent Tax Statement  
9/17/2025



R095386

PFLUNIGAN HOLDINGS LLC  
21803 COUNTY ROAD 2178  
TROUP TX 75789

Property Account Number  
100000006900085000

Total Amount Due \$0.00

IF PAID IN	AMOUNT DUE
OCT	0.00
NOV	0.00
DEC	0.00
JAN	0.00
FEB	0.00
MAR	0.00

Please Make Checks Payable To:  
**Gary B. Barber**

000 00000174295 0000000000 0000000000 0000000000 0000000000 C 001



NOTES:

1) "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."

2) THIS PLAT CREATES 1 LOT CONTAINING 3.000 ACRES OF LAND OUT OF THE RESIDUE OF THAT CERTAIN CALLED 105.551 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO PFLUNIGAN HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 20180100020070 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.

3) BY GEOGRAPHIC PLOTTING A PORTION OF THE SUBJECT PROPERTY IS WITHIN SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT (ZONE A - NO BASE FLOOD ELEVATION DETERMINED) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0520C, EFFECTIVE DATE SEPTEMBER 26, 2008.

4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS ON LEICA GNSS REFERENCE NETWORK.

5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.

6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

8) PER SMITH COUNTY ROAD AND BRIDGE DEPARTMENT - ANY ACTIVITY THAT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA WILL REQUIRE AN APPROVED FLOOD PLAIN DEVELOPMENT PLAN.

OWNER'S STATEMENT:

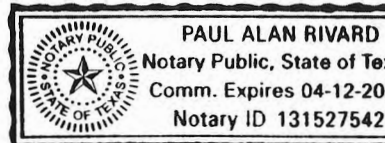
WE, PFLUNIGAN HOLDINGS, LLC, THE OWNER OF THE TRACT OF LAND SHOWN HEREON, AND HEREBY ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

*Nolan Pflug*  
NOLAN PFLUG,  
MANAGING MEMBER

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 25th DAY OF August, 2025.

*Paul Alan Rivard*  
NOTARY PUBLIC, STATE OF TEXAS



COUNTY APPROVAL:

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

COUNTY JUDGE

RECORDED IN CABINET \_\_\_\_\_ SLIDE \_\_\_\_\_ OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

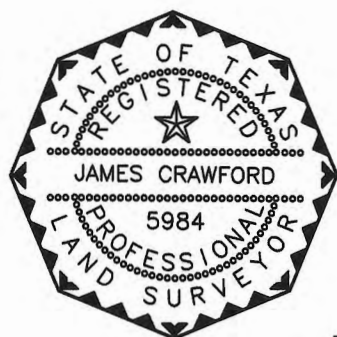
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES CRAWFORD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984, 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 AUGUST, 2025 AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 25TH DAY OF AUGUST, 2025.

*James Crawford*  
JAMES CRAWFORD  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



PREPARED BY:

**HALO**  
SURVEYING, LLC

9097 COUNTY ROAD 2193  
WHITEHOUSE, TEXAS 75791  
(903) 570-0857  
TBPELS FIRM REGISTRATION NO. 10194259

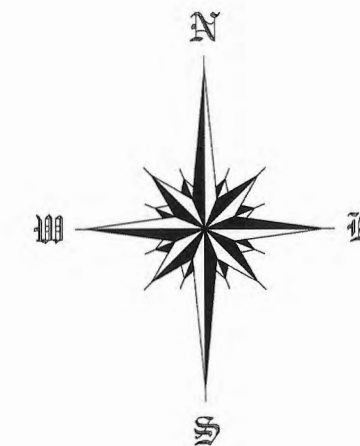
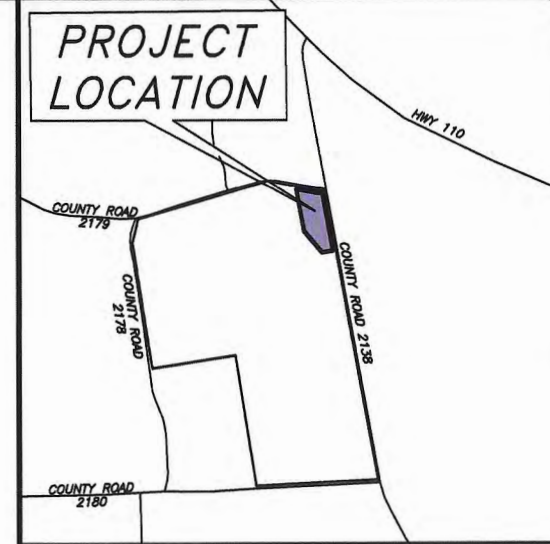
LEGEND

- - DENOTES 1/2" IRON ROD (SET) WITH CAP MARKED "HALO 5984" UNLESS NOTED OTHERWISE.
- - DENOTES MAG NAIL (SET) UNLESS NOTED OTHERWISE.

FINAL PLAT  
LOT 1  
PFLUNIGAN SUBDIVISION  
BEING A PART OF THE  
SAMUEL BRIMBERRY SURVEY, A-69  
SMITH COUNTY, TEXAS



DRAWN BY: C.R.R. CHECKED BY: T.J.C. FILE: 25085336 FILE: PFLUNIGAN HOLDINGS DATE: 8/25/2025



SAMUEL BRIMBERRY  
SURVEY, A-69

**DRAFT**

RESIDUE OF ALL: 105.551 AC.  
NOLAN CHARLES PFLUG AND BRETT  
JUSTIN HENNIGAN  
TO  
PFLUNIGAN HOLDINGS, LLC  
INSTRUMENT NUMBER  
20180100020070

FUTURE  
DEVELOPMENT

ZONE A

-1-  
3.000 AC.

(ASPHALT SURFACE)  
COUNTY ROAD 2138

(ASPHALT SURFACE)  
COUNTY ROAD 2179

WELL HOUSE

0.528 OF AN ACRE ROAD  
R.O.W. FOR COUNTY ROADS  
2179 & 2138 DEDICATED BY  
THIS PLAT



**17**



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

<b>Submission Date:</b> 09/22/2025	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 09/30/2025	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Utility Permits	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive pipe and/or utility line installation request (notice only): a. County Road 433, City of Lindale, road bore for service lines, Precinct 3, b. County Road 452, Oncor Electric LLC, upgrade utility line, Precinct 3, c. County Road 2159, Charter-Spectrum, install underground fiber optic cable with vaults and pedestals, Precinct 2, d. County Road 2101, Jackson Water Supply Corporation, install service line, Precinct 2; and e. County Road 1125, Dean Water Supply, road bore for service line, Precinct 2	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**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: City of Lindale Date: 9-12-25  
Company Name (if different): \_\_\_\_\_ Phone: 903-882-3422  
Address: 105 Ballard Dr. Fax: \_\_\_\_\_  
Lindale, Tx 75771 Zip: 75771  
24/7 Contact Name: Clint Rice Phone: 903-941-7241  
Contractor: JDR Contracting Phone: 903-963-3340  
Bonding Company: American Contractors Indemnity Co. Phone: 800-367-5690  
2. Franchise Holder: City of Lindale Phone: 903-882-3422  
3. Franchise Contact: Jon Hall Phone: 903-570-9953  
4. Location (if applicable, length of installation in feet): CR 433 Harvey Road, approximately  
250 feet from intersection with F.M. 849  
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: Utility Work  
Ahead" signs, traffic cones, Emergency Services and Smith  
County will be notified prior to construction (48hrs.)  
7. Proposed start date: 9-20-25 Completion date: 9-23-25

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 \_\_\_\_\_ 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: \_\_\_\_\_

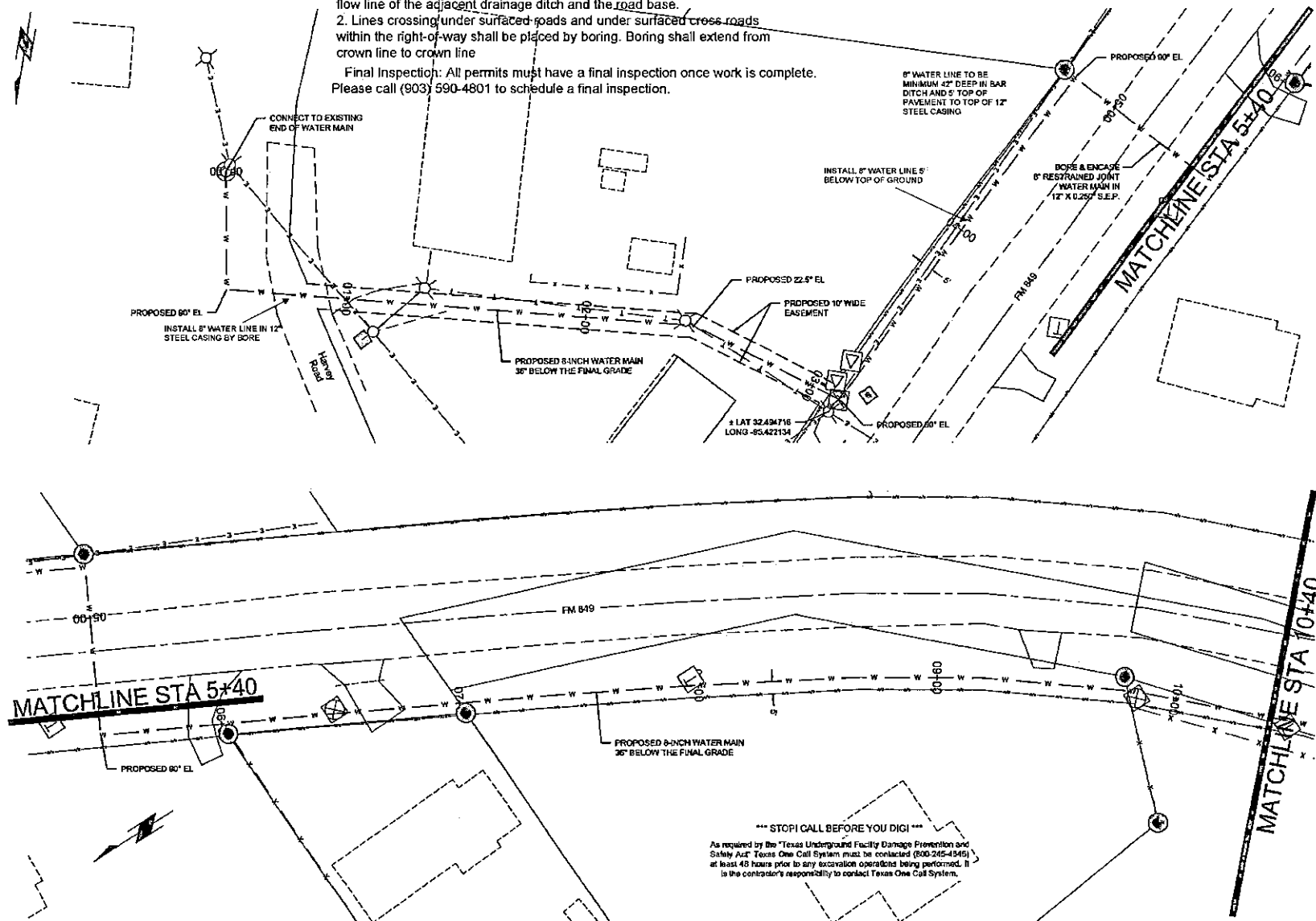
Date: 5-12-25

Approved: \_\_\_\_\_

Smith County Road Administrator/Engineer

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage ditch and the road base.
2. Lines crossing under surfaced roads and under surfaced cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.

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



#### General Notes

Offsite Water Main Plan  
Sta 0+00 to 10+40

N/A Holdings Initials

Injection Cart Team, LLC Initials

2" = 1'

NEW

No.	Revision/Issue	Date

#### Firm Name and Address

Michael F. Wilson  
P.O. Box 582  
Big Sandy, TX 75755  
903.736.5173  
Firm No. 0414

#### Project Name and Address

Derby Meadows  
15533 FM 949  
Tyler, Texas 75704  
c/o Nicholas Allegretto

Project

KS-025

Date

8/25/2025

Notes

As shown

Sheet

C.32

#### Use and expiration

This document is released for the purpose of interim review under the authority of Michael F. Wilson, P.E. 83739 on August 25, 2025. It is not to be used for construction, bidding or permit purposes.



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: Earnest Nelson Date: 6/11/2025  
Company Name (if different): Oncor Electric LLC Phone: 945/201-1017  
Address: 1616 Woodall Rodgers Fwy Fax: \_\_\_\_\_  
Dallas, TX Zip: 75202  
24/7 Contact Name: Richard Lusk Phone: 903/603-6222  
Contractor: Ferreira Power South Phone: 903/603-6222  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: Oncor Electric LLC Phone: 945/201-1017  
3. Franchise Contact: Earnest Nelson Phone: 614/893-7320  
4. Location (if applicable, length of installation in feet): Old Dallas-Shreveport Rd (CR 452)  
Upgrading utility line by replacing, removing and installing utility poles and aerial equipment on said poles.  
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 Plan Attached

7. Proposed start date: 7/10/2025 Completion date: 11/10/2025

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.)

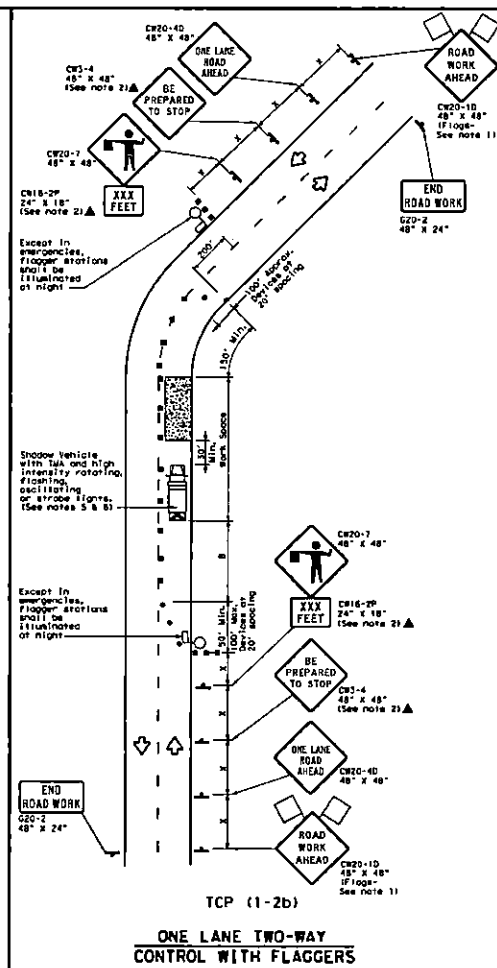
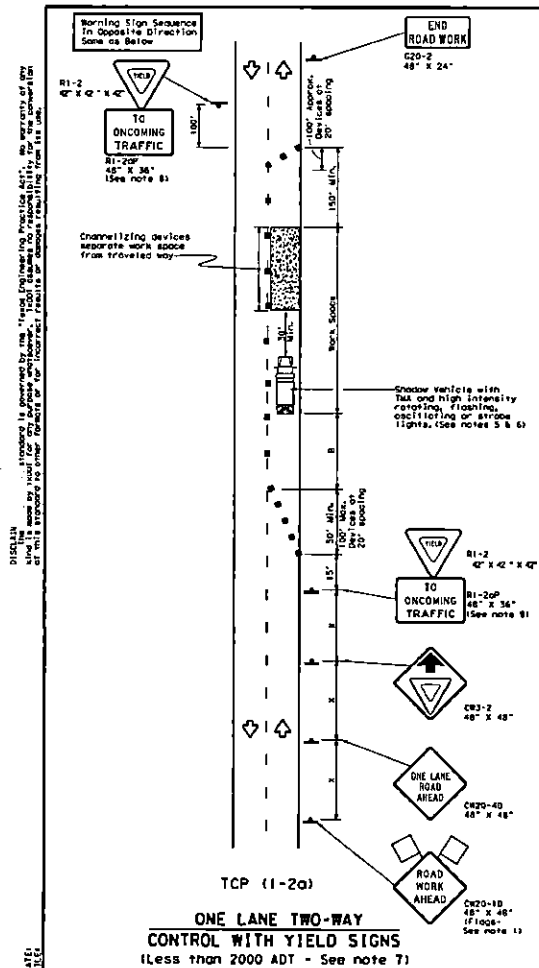
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between 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:  Date: 6/23/2025

Approved:   
Smith County Road Administrator/Engineer



LEGEND					
	Type 3 barricade		Channelizing Devices		
	Heavy Box Vehicle		Truck Mounted Attenuator (TMA)		
	Trailer Mounted Warning Arrow Board		Portable Channelizing Message Sign (PCMS)		
	Sign		Traffic Flow		
	Flag		Flogger		


  

Postage Spacing (ft)	Family	Minimum Desirable Front-to-Front Spacing (ft)	Suggested Minimum Spacing of Channelizing Devices (ft)	Minimum Spacing (ft)	Suggested Maximum Spacing (ft)	Flagging Sign Spacing (ft)
		10	15	12	Or Greater	
30		500 <sup>a</sup>	165 <sup>b</sup>	180 <sup>c</sup>	300 <sup>d</sup>	200 <sup>e</sup>
35		205 <sup>a</sup>	225 <sup>b</sup>	245 <sup>c</sup>	360 <sup>d</sup>	250 <sup>e</sup>
40		165 <sup>a</sup>	265 <sup>b</sup>	320 <sup>c</sup>	420 <sup>d</sup>	325 <sup>e</sup>
45		420 <sup>a</sup>	345 <sup>b</sup>	45 <sup>c</sup>	50 <sup>d</sup>	350 <sup>e</sup>
50		500 <sup>a</sup>	550 <sup>b</sup>	100 <sup>c</sup>	140 <sup>d</sup>	475 <sup>e</sup>
55		550 <sup>a</sup>	600 <sup>b</sup>	55 <sup>c</sup>	110 <sup>d</sup>	500 <sup>e</sup>
60		600 <sup>a</sup>	650 <sup>b</sup>	120 <sup>c</sup>	160 <sup>d</sup>	575 <sup>e</sup>
65		650 <sup>a</sup>	715 <sup>b</sup>	130 <sup>c</sup>	170 <sup>d</sup>	600 <sup>e</sup>
70		700 <sup>a</sup>	780 <sup>b</sup>	140 <sup>c</sup>	180 <sup>d</sup>	625 <sup>e</sup>
75		750 <sup>a</sup>	845 <sup>b</sup>	150 <sup>c</sup>	190 <sup>d</sup>	650 <sup>e</sup>

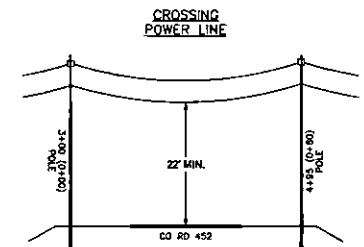
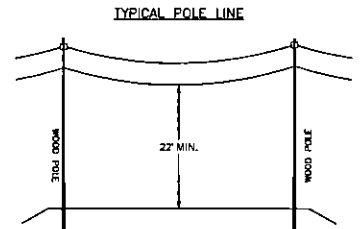
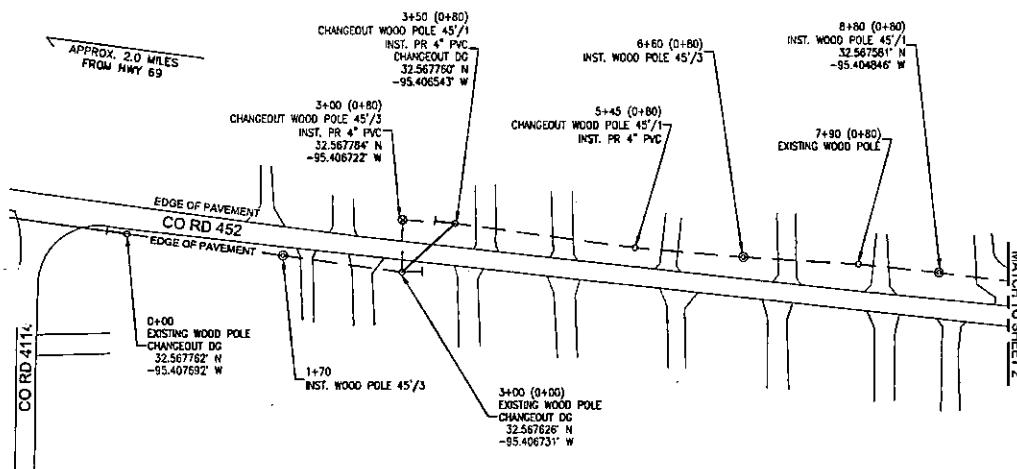
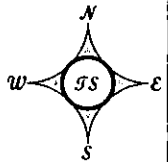
M Conventional Roads Only  
 \*\*Taper lengths have been rounded off.  
 L=length of Taper (FT) W=width of Offset (FT) S=Speed (MPH)

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY

- ## GENERAL NOTES
1. Flags attached to signs where space is REQUIRED.
  2. All traffic control devices ILLUSTRATED are REQUIRED, except those denoted with the phrase "should" may be defined when stored elsewhere in the plant, or for routine maintenance, when approved by the Engineer.
  3. The "NO-40" OR "PREPARED TO STOP" sign may be installed after the "X20-40" TIME LANE sign, but not after the "X20-40" sign.
  4. Sign spacing may be increased or an additional "X20-10" "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagpole or "X12-10" "FLAG" sign is less than 500 feet.
  5. The "X20-10" "ROAD WORK AHEAD" sign should be installed at least 100 feet in advance of the end of crew exposure without adversely affecting the performance or quality of the work. If the work is to be performed in a lane, the installation of the traffic control to remain in place. Type 3 barricades or other channelizing devices may be substituted for the "Shoos Vehicle and Pedestrian" sign.
  6. Road to Shoos barricades installed off the paved surface, next to those shown in order to protect work areas.
- ### TCP 11-2a)
1. The "X12-10" "FLAG" traffic control may be used on projects with approaches that have a minimum sight distance, for projects in urban areas, work spaces should be no longer than one-half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than one block.
  2. "X12-10" "FLAG" sign with "X12-10" "DO NOT ENTER" plaque should be placed on a support at a 7 foot minimum minimum height.
- ### TCP 11-2b)
1. Flagpoles should use two-way radios or other methods of communication to control traffic. Length of work space should be based on the ability of flaggers to communicate.
  1. If the work area is located near a horizontal or vertical curve, the barrier distances should be increased to allow adequate stopping sight distance to the flagpole and a queue of stopped vehicles (see table above).
  2. All flagpoles on the centerline may be defined when pilot car is leading traffic and approved by the Engineer.
  3. Flagpoles should use "X1-20" "STOP" paddles to control traffic. Flags should be

 Texas Department of Transportation	Traffic Operations Division Standard	
	TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL  <b>TCP(1-2)-18</b>	
FILE# TCP(1-2)-18-00 DATE/TIME December 1985 BY/REVISION 4-90 4-90 2-90 2-17 1-91 2-11	JOB SHEET 0-12 0-13 0-14 0-15 0-16 0-17 0-18 0-19 0-20 0-21 0-22 0-23 0-24 0-25 0-26 0-27 0-28 0-29 0-30 0-31 0-32 0-33 0-34 0-35 0-36 0-37 0-38 0-39 0-40 0-41 0-42 0-43 0-44 0-45 0-46 0-47 0-48 0-49 0-50 0-51 0-52 0-53 0-54 0-55 0-56 0-57 0-58 0-59 0-60 0-61 0-62 0-63 0-64 0-65 0-66 0-67 0-68 0-69 0-70 0-71 0-72 0-73 0-74 0-75 0-76 0-77 0-78 0-79 0-80 0-81 0-82 0-83 0-84 0-85 0-86 0-87 0-88 0-89 0-90 0-91 0-92 0-93 0-94 0-95 0-96 0-97 0-98 0-99	SHEET NO. 0-1 0-2 0-3 0-4 0-5 0-6 0-7 0-8 0-9 0-10 0-11 0-12 0-13 0-14 0-15 0-16 0-17 0-18 0-19 0-20 0-21 0-22 0-23 0-24 0-25 0-26 0-27 0-28 0-29 0-30 0-31 0-32 0-33 0-34 0-35 0-36 0-37 0-38 0-39 0-40 0-41 0-42 0-43 0-44 0-45 0-46 0-47 0-48 0-49 0-50 0-51 0-52 0-53 0-54 0-55 0-56 0-57 0-58 0-59 0-60 0-61 0-62 0-63 0-64 0-65 0-66 0-67 0-68 0-69 0-70 0-71 0-72 0-73 0-74 0-75 0-76 0-77 0-78 0-79 0-80 0-81 0-82 0-83 0-84 0-85 0-86 0-87 0-88 0-89 0-90 0-91 0-92 0-93 0-94 0-95 0-96 0-97 0-98 0-99

ALL NEW POLES TO BE WOOD WITH  
A MAXIMUM DIAMETER OF 18" AT  
BASE OF POLE WITH A MINIMUM  
WIRE CLEARANCE OF OVER 25'.



#### LEGEND

○	EXISTING POLE	---	EXISTING OVERHEAD CONDUCTOR
●	REMOVE POLE	---	RECONSTRUCTED EXISTING CONDUCTOR
○	CHANGED OUT POLE	---	PROPOSED OVERHEAD CONDUCTOR
⊗	PROPOSED POLE	---	PROPOSED OVERHEAD CONDUCTOR
⊗	TRANSMISSION FRAME	---	PROPOSED UNDERGROUND CONDUCTOR
---	EXISTING DOWNGUT	---	EXISTING UNDERGROUND CONDUCTOR
---	PROPOSED DOWNGUT	---	EXISTING TAP/OT POINT-ON-WAY
---		---	EXISTING TRANSMISSION LINE
---		---	TRANSMISSION LINE RIGHT-OF-WAY

PROPOSED  
DRAWING PREPARED FOR SMITH

THIS DOCUMENT IS RELEASED FOR THE  
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OTHER THAN THE AFORESAID.

**ONCOR** ONCOR ELECTRIC DELIVERY  
1300 S SE LOOP 323  
TYLER, TX 75701

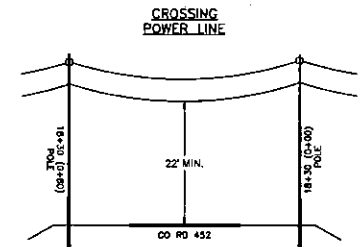
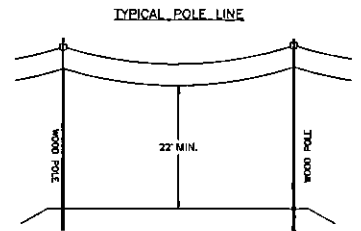
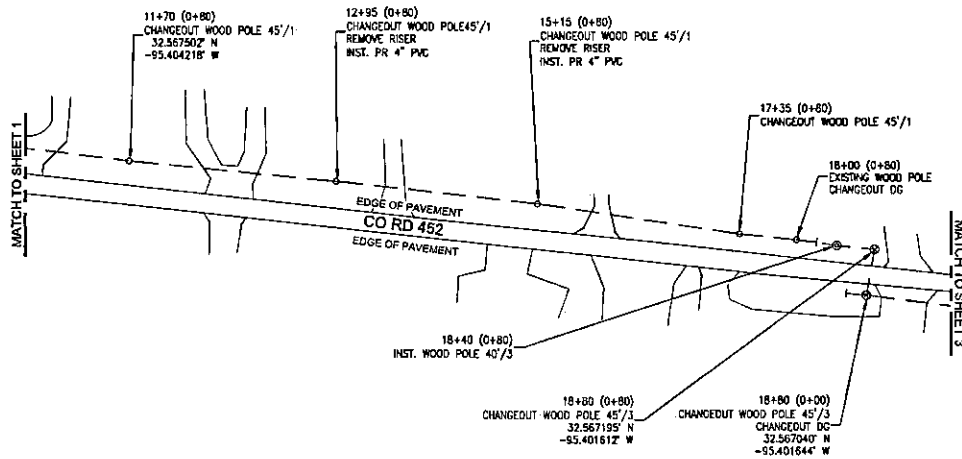
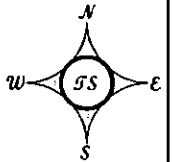
2024NTYL009 P5 P6 S13 S14 S15  
S16 S17 S18 DG

**TECH SERV** TechServ, LTD  
3258 East Campbell  
Pineberry, TX 75761  
Texas Registered Engineering Firm  
P-225

DATE	2/1/2025	BY	2
TIME	10:07	BY	
DATE	2/1/2025	BY	
TIME	10:07	BY	



ALL NEW POLES TO BE WOOD WITH  
A MAXIMUM DIAMETER OF 18" AT  
BASE OF POLE WITH A MINIMUM  
WHITE CLEARANCE OF OVER 25'.



#### LEGEND

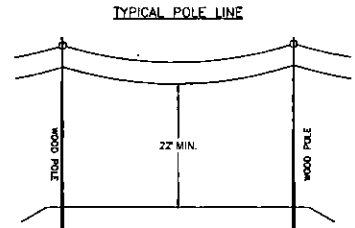
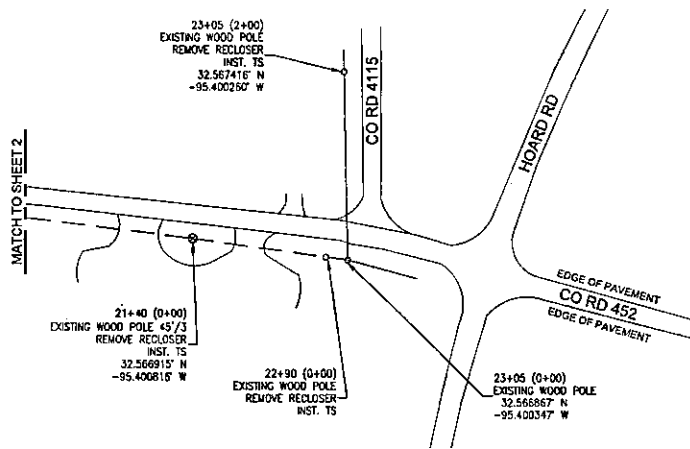
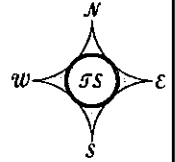
○	EXISTING POLE	---	EXISTING OVERHEAD CONDUCTOR
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○	CHANGEDOUT POLE	---	PROPOSED OVERHEAD CONDUCTOR
○	PROPOSED POLE	---	PROPOSED OVERHEAD CONDUCTOR
□	TRANSMISSION FRAME	---	PROPOSED UNDERGROUND CONDUCTOR
---	EXISTING DOWN GUY	---	EXISTING UNDERGROUND CONDUCTOR
---	PROPOSED DOWN GUY	---	EXISTING TADOT RIGHT-OF-WAY
---		---	EXISTING TRANSMISSION LINE
---		---	TRANSMISSION LINE RIGHT-OF-WAY

PROPOSED  
DRAWING PREPARED FOR SMITH

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<b>ONCOR</b>		ONCOR ELECTRIC DELIVERY 1300 S. SE LOOP 323 TYLER, TX 75701	
2024NTYL009 P5 P6 S13 S14 S15 S16 S17 S19 DG			
<b>TECH SERV</b>		TechServ, LTD 3018 East Campbell Pawling, Texas, TX 75701 Texas Registered Engineering Firm P-233	
DATE	1/4/2025	REV	3/1/2025
BY	RSE	26128895	2 OF 3
		2	

ALL NEW POLES TO BE WOOD WITH  
A MAXIMUM DIAMETER OF 18" AT  
BASE OF POLE WITH A MINIMUM  
WIRE CLEARANCE OF OVER 25'.



LEGEND	
○	EXISTING POLE
●	REMOVE POLE
⊙	CHANGED OUT POLE
⊗	PROPOSED POLE
□	TRANSMISSION FRAME
—	EXISTING DOWN GUY
- - -	PROPOSED DOWN GUY
—	EXISTING OVERHEAD CONDUCTOR
- - -	RECONSTRUCTED EXISTING CONDUCTOR
—	PROPOSED OVERHEAD CONDUCTOR
—	PROPOSED UNDERGROUND CONDUCTOR
—	EXISTING UNDERGROUND CONDUCTOR
—	EXISTING T-BOY RIGHT-OF-WAY
—	EXISTING TRANSMISSION LINE
—	TRANSMISSION LINE RIGHT-OF-WAY

**PROPOSED**  
DRAWING PREPARED FOR SMITH

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<b>ONCOR</b>		ONCOR ELECTRIC DELIVERY 1300 S SE LOOP 323 TYLER, TX 75701	
2024NTYL009 P5 P6 S13 S14 S15 S16 S17 S19 DG		<b>TECHSERV</b> LTD 2256 East Campbell Pawbury, Tyler, TX 75701 Texas Registered Engineering Firm P-6525	
DATE: 11-10-24	BY: RSE	26128895	2



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: Dean Water Supply Date: 9-4-25  
Company Name (if different): \_\_\_\_\_ Phone: 903-597-2817  
Address: 14411 CR 1134 Fax: 903-526-4238  
Zip: 75712  
24/7 Contact Name: Billy McMillan Phone: 903-352-9599  
Contractor: Jody Watson Phone: 903-477-0971  
Bonding Company: Crum & Forster Spec. Ins. Phone: 903-874-7881  
2. Franchise Holder: Utility Solutions Phone: 903-477-0971  
3. Franchise Contact: Jody Watson Phone: 903-477-0971  
4. Location (if applicable, length of installation in feet): South on CR 1125 for approx. 2195 ft and then west on CR 1113 for approx. 945 ft  
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: Safety Cones, Construction Signs will be put in place.  
7. Proposed start date: 10-15-25 Completion date: 10-30-26

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.)

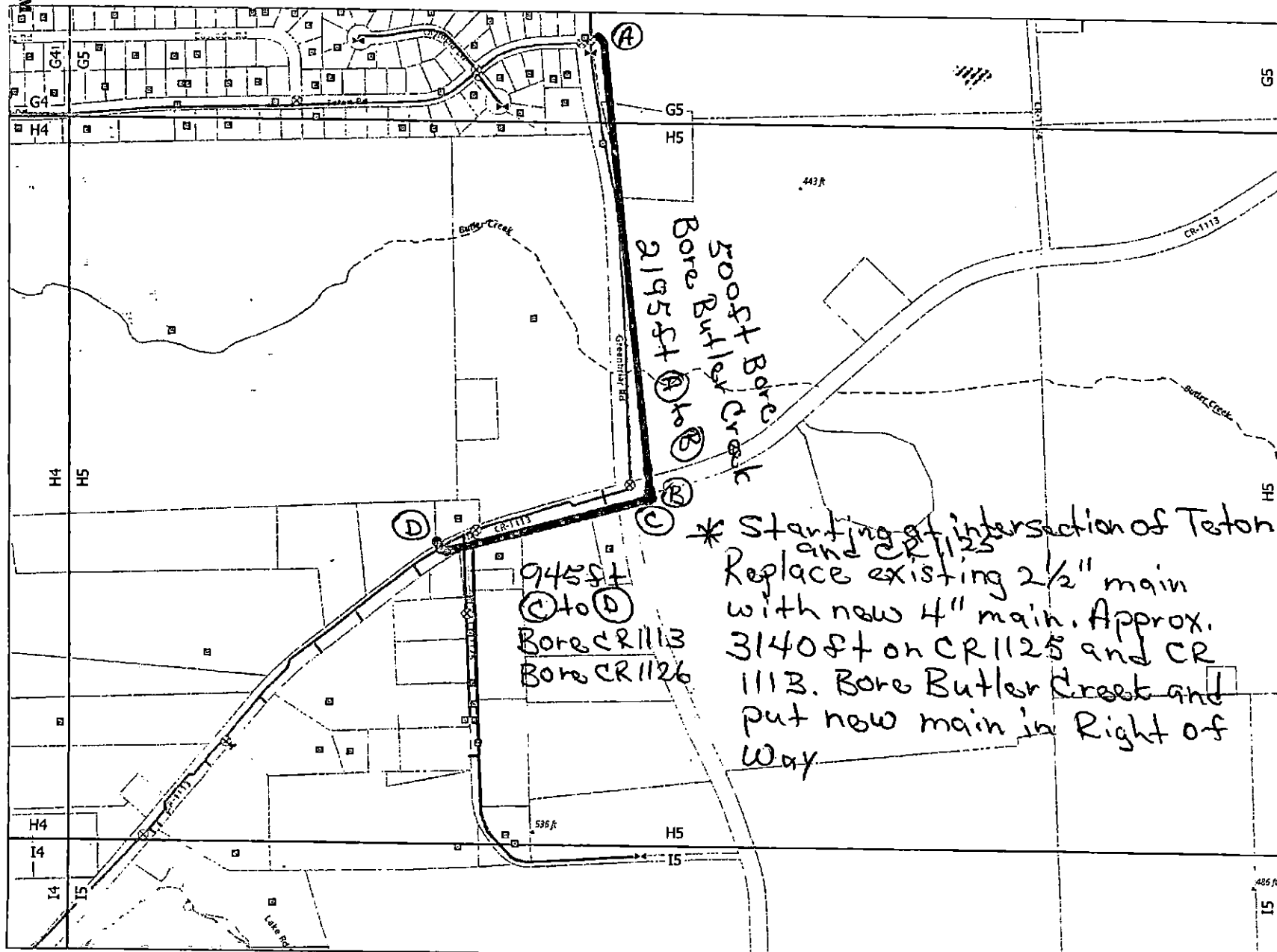
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between 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: Billy McMillan Date: 9-11-25

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



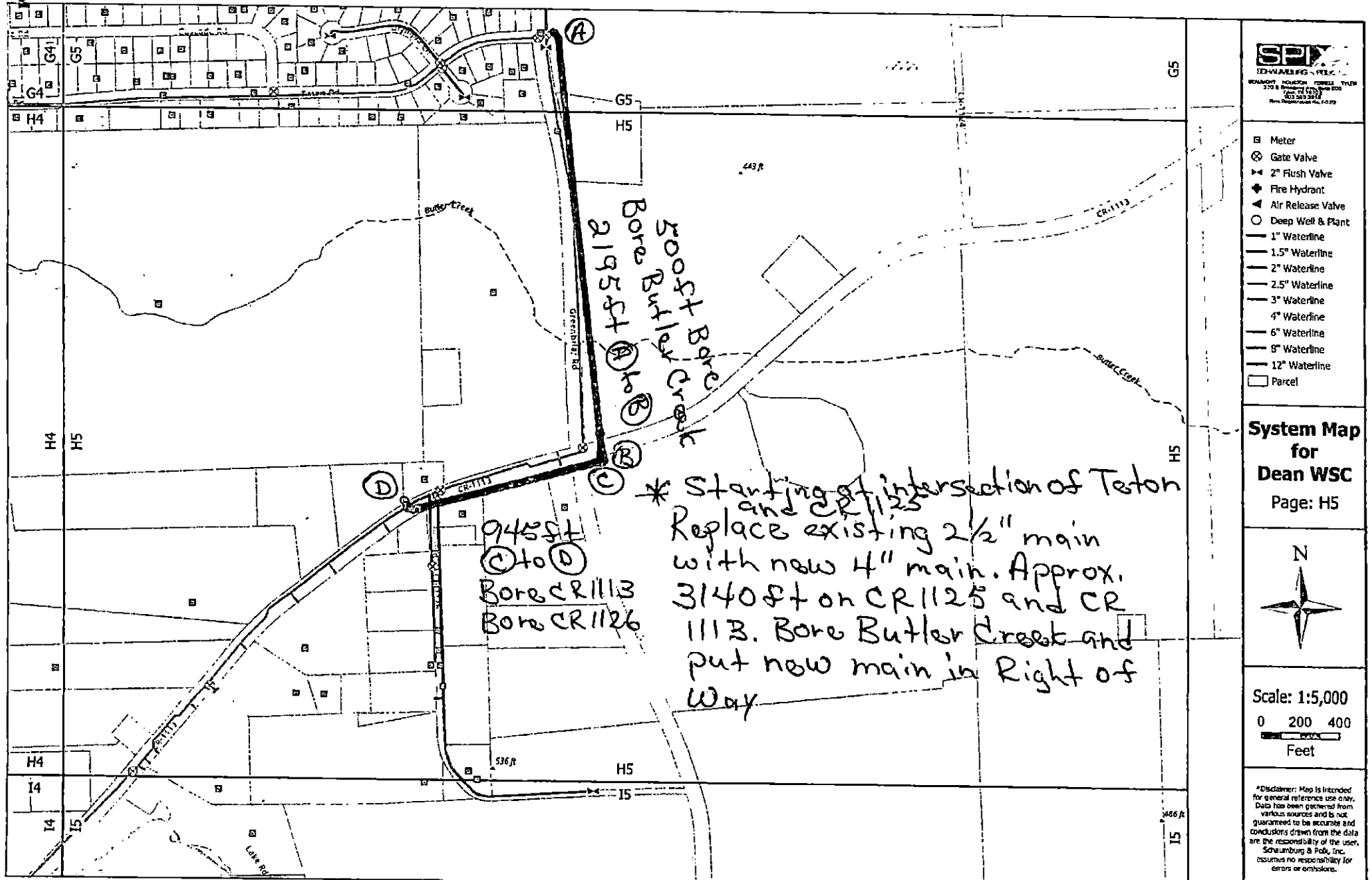
- Meter
- ⊗ Gate Valve
- ⌵ 2" Flush Valve
- ⬢ Fire Hydrant
- ▲ Air Release Valve
- Deep Well & Plant
- 1" Waterline
- 1.5" Waterline
- 2" Waterline
- 2.5" Waterline
- 3" Waterline
- 4" Waterline
- 6" Waterline
- 8" Waterline
- 12" Waterline
- Parcel

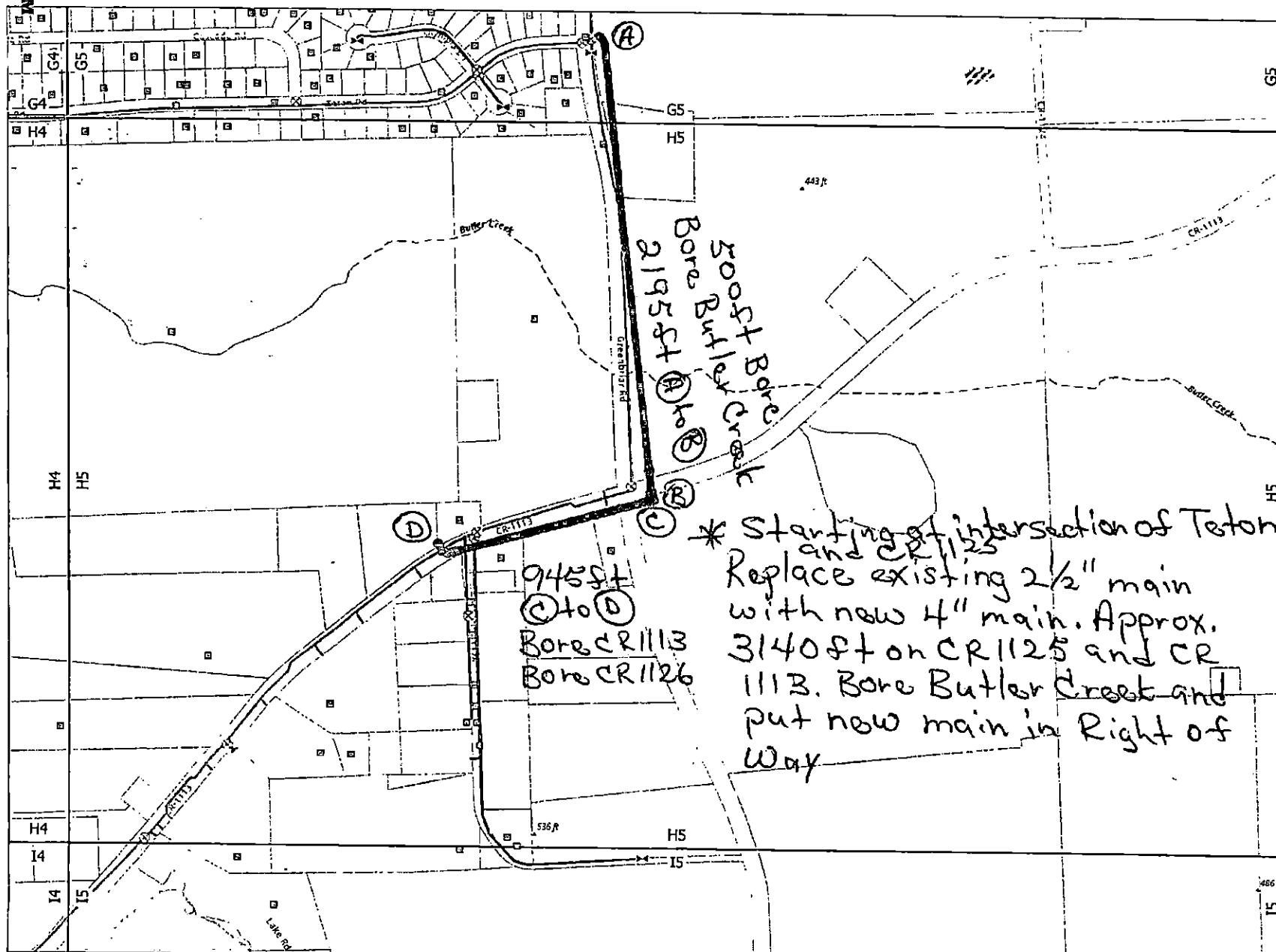
**System Map**  
for  
**Dean WSC**  
Page: H5



Scale: 1:5,000  
0 200 400  
Feet

\*Disclaimer: Map is intended for general reference use only. Data has been gathered from various sources and is not guaranteed to be accurate and conclusions drawn from the data are the responsibility of the user. Schumberg & Poff, Inc. assumes no responsibility for errors or omissions.





- Meter
- ⊗ Gate Valve
- ⋈ 2" Flush Valve
- ⊕ Fire Hydrant
- ⚡ Air Release Valve
- Deep Well & Plant
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- 1.5" Waterline
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- 6" Waterline
- 8" Waterline
- 12" Waterline
- Parcel

**System Map  
for  
Dean WSC**  
Page: H5



Scale: 1:5,000  
0 200 400  
Feet

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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: Jackson Water Supply Corp. Date: 8-5-25  
Company Name (if different): \_\_\_\_\_ Phone: 903-566-1320  
Address: 17764 CR 26 Fax: 903-566-1327  
Zip: 75707  
24/7 Contact Name: \_\_\_\_\_ Phone: 903-752-0296  
Contractor: James Colton Horton Phone: 903-714-0831  
Bonding Company: Red Underground Utility Ser. Phone: 903-539-8401  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): 15795 CR 2101 Apt. TX 75750  
Install 60' of 2" casing  
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 cones; traffic signs;  
7. Proposed start date: 8-12-25 Completion date: 9-5-25

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.)

25.007



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 it use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: 

Date: 8/5/25

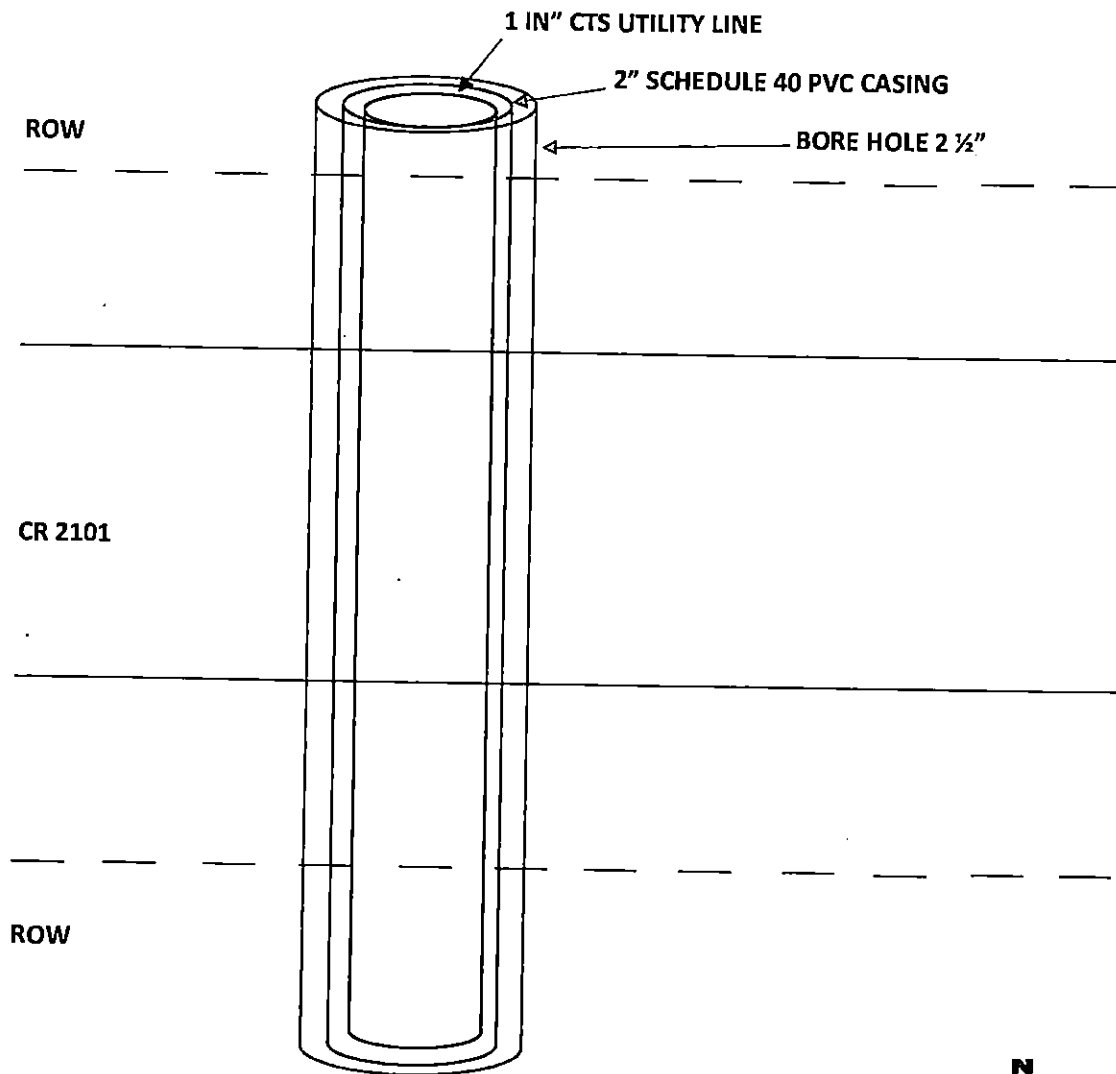
Approved:   
Smith County Road Administrator/Engineer

MINIMUM DEPTH- 36"

14 GA COPPER LOCATE WIRE INCLUDED

ADDRESS: 15795 CR 2101

ARP, TEXAS 75750





# 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: 11/19/2024  
 Company Name (if different): \_\_\_\_\_ Phone: 469-503-6112  
 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: 469-503-6112  
 4. Location (if applicable, length of installation in feet): **Charter-Spectrum is proposing to install approx. 3,492' of underground conduits e/w fiber optic cable, and approx. 2 Vaults and 7 pedestals within the ROW of CR 2159.**

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: 8/29/2025 Completion date: 8/27/2026

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.)

25.019

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.
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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: Gfenn Valentine Date: 8/15/2025

Approved:   
Smith County Road Administrator/Engineer

1. COVER SHEET
2. LEGEND & SYMBOLS
3. GENERAL NOTES
4. TYPICAL CONSTRUCTION DETAILS
- 5-12. CSP PLAN

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

**CONTACT:**  
THAI BU: PROJECT MANAGER  
LJA ENGINEERING, INC  
6060 N. CENTRAL EXPY, SUITE 850  
DALLAS, TX 75206  
TBUI@LJA.COM  
469-889-8242

RDOF\_TX\_CLUSTER\_2\_TBD\_TE42E (3766054)  
SMITH COUNTY  
TROUP, TX 75789  
SMITH COUNTY  
AUGUST 14, 2025

CHARTER COMMUNICATIONS PROPOSES TO INSTALL  
FIBER OPTIC CABLE ALONG SMITH COUNTY ROAD  
2150.

DESCRIPTION	UNITS	QUANTITY
DIRECTIONAL BORE	LF	3492
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	2
NEW PEDESTALS	EA	7
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	3492



**LJA**  
LJA TELECOM

5050 N. Central Expressway, Suite 400  
Dallas, TX 75208  
469-821-0710  
TELE FIRM REGISTRATION: F-1528

CONTACT:  
STUART CORRELL  
PHONE:  
632-436-4717

SUBMITTED FOR APPROVAL BY  
 BOARD OF DIRECTORS

**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 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.

**18**

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

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

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

**SUBMIT**

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

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

**09/23/2025**

**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 \$12,872.23.**

**Please e-mail a confirmation number to [arawlings@smith-county.com](mailto:arawlings@smith-county.com) and [dsimmons@smith-county.com](mailto:dsimmons@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,**

  
**Atonia Rawlings, CCT-CIO  
Smith County Treasurer**

  
**Karin Smith,  
Smith County Auditor**

**COMPLETED**

*DS*



FINANCIAL SYSTEM

09/22/2025 14:40:44

Disbursement Edit Listing

SMITH COUNTY, TX

GL050S-V08.22 COVERPAGE

GL302LDH

Report Selection:

BATCH ... D-09302025-161

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

DATA-JE-ID....	LINE#	BANK	FUND.&.ACCOUNT.....	DESCRIPTION.....	CHECK	AMOUNT	ERRORS AND WARNINGS.....
TRAN-DATE. INVOICE.....			FORMULA.....	TRANSACTION DESCRIPTION.			
F/P CLAIM.. P.O.#. PROJECT.....			1099-INFO VENDOR NAME.....	PAYM			
			CNTY ALTER VENDOR ALTER NAME.....				
-----							
D-09302025-161	11	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
F		N 01	014820	BARKLEY/ALICIA			
				014820 VENDOR TOTAL		10,000.00	
D-09302025-161	2	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
F		N 01	014219	BRETZKE/KAREN S.			
				014219 VENDOR TOTAL		10,000.00	
D-09302025-161	7	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
F		N 01	014510	CARTER/JAMES P.C.			
				014510 VENDOR TOTAL		10,000.00	
D-09302025-161	34	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
		N 01	019261	CHRISTIE FAMILY LAW FIRM			
				019261 VENDOR TOTAL		10,000.00	
D-09302025-161	4	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
F		N 01	008463	DAUGHTREY, AMY			
				008463 VENDOR TOTAL		10,000.00	
D-09302025-161	24	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
		N 01	006877	DEEN/JENNIFER			
				006877 VENDOR TOTAL		10,000.00	
D-09302025-161	5	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
F		N 01	007511	DONALD S. DAVIDSON, PLLC			
				007511 VENDOR TOTAL		10,000.00	
D-09302025-161	30	TB&T	10.426.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				CONTRACT PAYMENT		3,125.00	
		N 01	001219	PATTESON/RICHARD			
				001219 VENDOR TOTAL		3,125.00	
D-09302025-161	1	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
F		N 01	019061	ROSENSTEIN/JEREMY KYLE			
				019061 VENDOR TOTAL		10,000.00	
D-09302025-161	35	TB&T	10.438.4700.701	ATTORNEY FEES			
9/30/2025 SEPT25				ATTORNEY FEES		10,000.00	
		N 01	018982	THE PATTON FIRM, LLC			
				018982 VENDOR TOTAL		10,000.00	
				TB&T BANK TOTAL		93,125.00	

0 WARNINGS FOUND  
0 ERRORS FOUND

TOTAL NUMBER OF RECORDS PROCESSED 10

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
10	1287494 GENERAL FUND	93,125.00
TOTAL	ALL FUNDS	93,125.00

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
TB&T	1287494 GENERAL FUND	93,125.00
TOTAL	ALL BANKS	93,125.00

**19**

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

<b>Submission Date:</b> 9/23/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 9/30/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Animal Control Position	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
<b>Agenda Wording:</b> SECTION 551.074 PERSONNEL MATTERS SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Animal Control and Shelter Supervisor Position.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to [Agenda@smith-county.com](mailto:Agenda@smith-county.com) and include any necessary attachments. **Deadline is Monday at 12:00pm the 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.

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