

COMMISSIONERS COURT AGENDA
Tuesday, November 4, 2025
9:30 a.m.



Striving for Excellence

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



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

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, November 4, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

CALL TO ORDER

DECLARE A QUORUM PRESENT

DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

INVOCATION

PLEDGE OF ALLEGIANCE

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

OPEN SESSION:

PRESENTATION

1. Receive presentation from David Quin, Program Manager with Texas Conference of Urban Counties, Public Power Pool (P3) regarding the 2025 procurement process and contract award for the purchase of electricity for 2026-2028

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action to approve the following FY26 Indigent Defense Contract for the 114th Judicial District Court, pursuant to the Texas Code of Criminal Procedure, Article 26.04, with the following individuals and terms:
 - a. Christopher Grier, in the amount of \$10,000, for a 1-month term.
 - b. Kyle Rosenstein, in the amount of \$110,000, for an 11-month term.
3. Consider and take necessary action to authorize the approval of re-sale for struck off property, suit number 25,990-A and authorize the county judge to sign all related documentation.
4. Consider and take necessary action to approve the SRL Clinic Attorney Agreement with Mike Hogan and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

5. Consider and take necessary action to approve the service agreement with Immigration and Customs Enforcement for the 287(g) Program and authorize the county judge to sign all related documentation.
6. Consider and take necessary action to approve the grant application for the FY2026 CEO/Law Enforcement Certifications and Assurances Form for the Office of the Governor Public Safety Office Bullet-Resistant Components for Law Enforcement Vehicles.

ROAD AND BRIDGE

7. Consider and take necessary action to accept the completion of the construction contract for RB-17-25, FY25 Seal Coat Program, with an underrun amount of \$94,029.30, authorize the County Judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

PURCHASING

8. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
 - a. RB 11-26 Drainage Culverts,
 - b. RB 12-26 Roadway Striping, and
 - c. RB-13-26 Asphaltic Concrete Patching Material.

RECURRING BUSINESS

ROAD AND BRIDGE

9. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for the F.M. 344 South Subdivision, Unit 1, Precinct 1,
 - b. Final Plat for the Jaguar Enclave Subdivision, Precinct 1, and
 - c. Final Plat for The Stableford Subdivision, Phase 1, Precinct 3.

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

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

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

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: 10/28/2025

Time: 5:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/10/2025	Submitted by: Jaye Latch
Meeting Date: 11/04/2025	Department: Commissioners Court
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Update on the 2025 electricity procurement process and contract award	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive presentation from David Quin, Program Manager with Texas Conference of Urban Counties, Public Power Pool (P3) regarding the 2025 procurement process and contract award for the purchase of electricity for 2026-2028	
Background: David will update the court on the 2025 procurement process and awarded contract. He last presented to Commissioners Court April 1, 2025 explaining the procurement process and rate projections.	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____

2

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

Submission Date: 10/22/2025	Submitted by: Jennafer Bell
Meeting Date: 11/4/2025	Department: 114 District Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: FY26 Indigent Defense Contract for the 114th Judicial District Court	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the following FY26 Indigent Defense Contract for the 114th Judicial District Court, pursuant to the Texas Code of Criminal Procedure, Article 26.04, with the following individuals and terms: a. Christopher Grier, in the amount of \$10,000, for a 1-month term. b. Kyle Rosenstein, in the amount of \$110,000, for an 11-month term.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Kaylee Hahn	Email: KHahn@smith-county.com
Name: Thomas Wilson	Email: TWilson@smith-county.com
Name: Judge Reeve Jackson	Email: JJackson4@smith-county.com
Name:	Email:

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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 114th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through it's duly elected County Judge and Commissioners Court.
4. Attorney shall mean Christopher Grier.
5. Term. The term of this contract shall be for one month beginning on October 1, 2025 and ending on October 31, 2025, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a month sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the one (1) month term of this agreement totaling Ten Thousand and no/100 Dollars (\$10,000.00) 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;

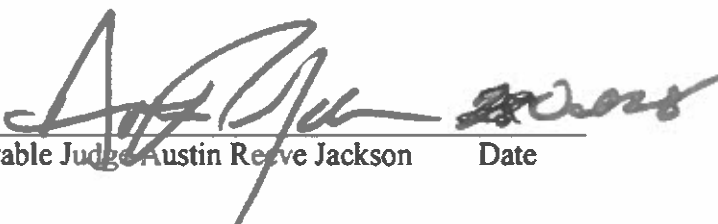
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
 - e. is of sound mind, as well as good moral and ethical character;
 - f. has not been sanctioned by a court for failure to appear;
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



Honorable Judge Austin Reeve Jackson Date

Honorable Judge Neal Franklin Date

 10/17/25

Christopher Grier Date

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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 114th 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 J. Kyle Rosenstein.
5. **Term.** The term of this contract shall be for eleven months beginning on November 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 eleven (11) month term of this agreement totaling One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) 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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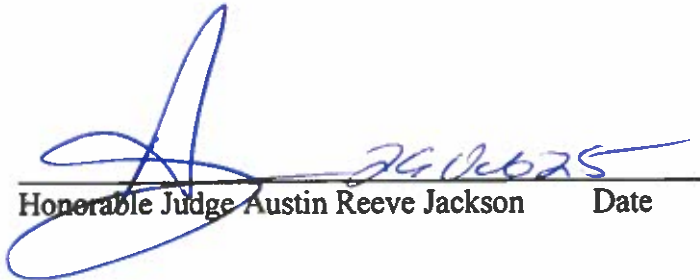
- d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
 - e. is of sound mind, as well as good moral and ethical character;
 - f. has not been sanctioned by a court for failure to appear;
 - 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.
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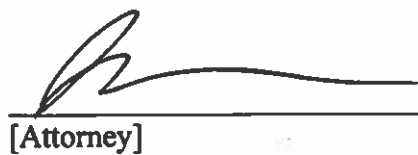
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16. **Disputes.** Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

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 Austin Reeve Jackson Date

Honorable Judge Neal Franklin Date



[Attorney] 10-28-2025
Date

3

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

Submission Date: 5/7/2025	Submitted by: Jennafer Bell
Meeting Date: 5/13/2025	Department: Linebarger
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution of Resale for the sale of struck-off property	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the resolution of resale for struck-off property, suit number 25,990-A and authorize the county judge to sign all related documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
1517 West Front Street
Suite 202
Tyler, Tx 75702

Main: 903-597-2897

October _____, 2025

Email: Candice.Dillon@lgbs.com
Direct: 903-597-2897

The Honorable Neal Franklin, County Judge
Smith County Commissioners Court
Attention: Rachel McCord | rmccord@smith-county.com
200 E. Ferguson, Suite 100
Tyler, Texas 75702

RE: Suit No. 25,990-A, BULLARD INDEPENDENT SCHOOL DISTRICT, ET AL VS. DAVID HILTON

Dear Judge Franklin:

We have received a full bid on the above referenced Struck-off property.

The bid offered is the opening bid proposed at the tax sale, therefore the only approval needed to execute this re-sale is the signature of the County Judge. Please sign the deed and have it notarized where noted. A self-addressed stamped envelope is enclosed for the return of the documents to our office.

We appreciate your assistance in this matter, and if you have any questions, please give me a call.

Very truly yours,



Candice Dillon
Legal Assistant

CD/srm

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SMITH

§

That **Smith County, Trustee**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **\$10,200.44** cash in hand paid by

**FGMS HOLDINGS, LLC
12672 Silicon Drive, Suite 150
San Antonio, Texas 78249**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 25,990-A, Bullard Independent School District, Et Al vs. Nanette K. Evans, Aka Nanette Korine Evans, Et Al**, in the district court of said county, said property being located in Smith County, Texas, and described as follows:

Lots 151, 152, 153, 154, and 155, Lakeway Harbor Subdivision, Section 'D', a subdivision in Smith County, Texas, according to the map or plat thereof, recorded in Volume 8, Page 78, Plat Records of Smith County, Texas. (ACCT. NO. 180705000400153000)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF **SMITH COUNTY** has caused these presents to be executed this _____ day of _____, 2025.

SMITH COUNTY

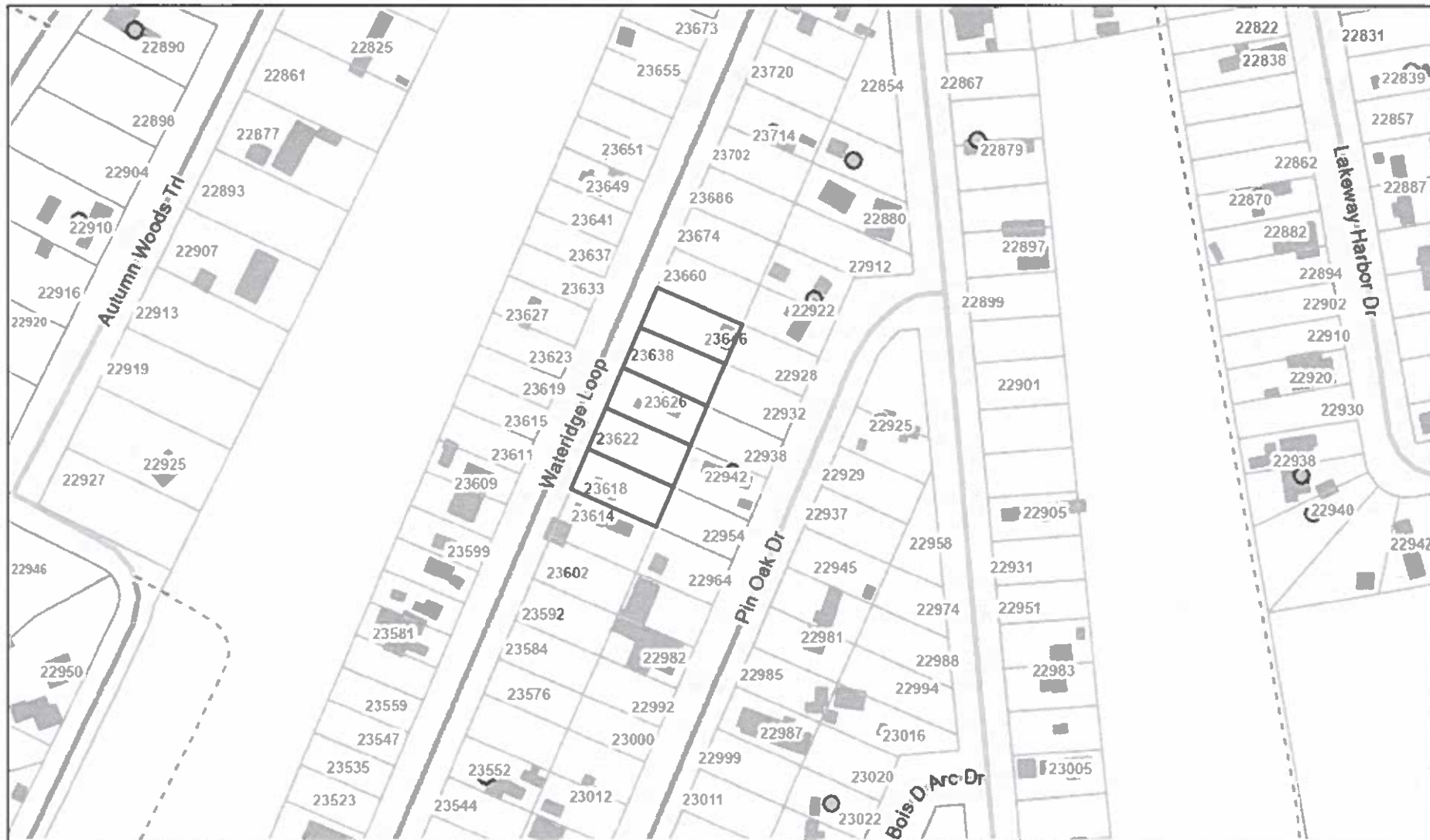
BY: _____
NEAL FRANKLIN
County Judge

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this _____ day of _____, 2025 by NEAL FRANKLIN, County Judge of **SMITH COUNTY**.

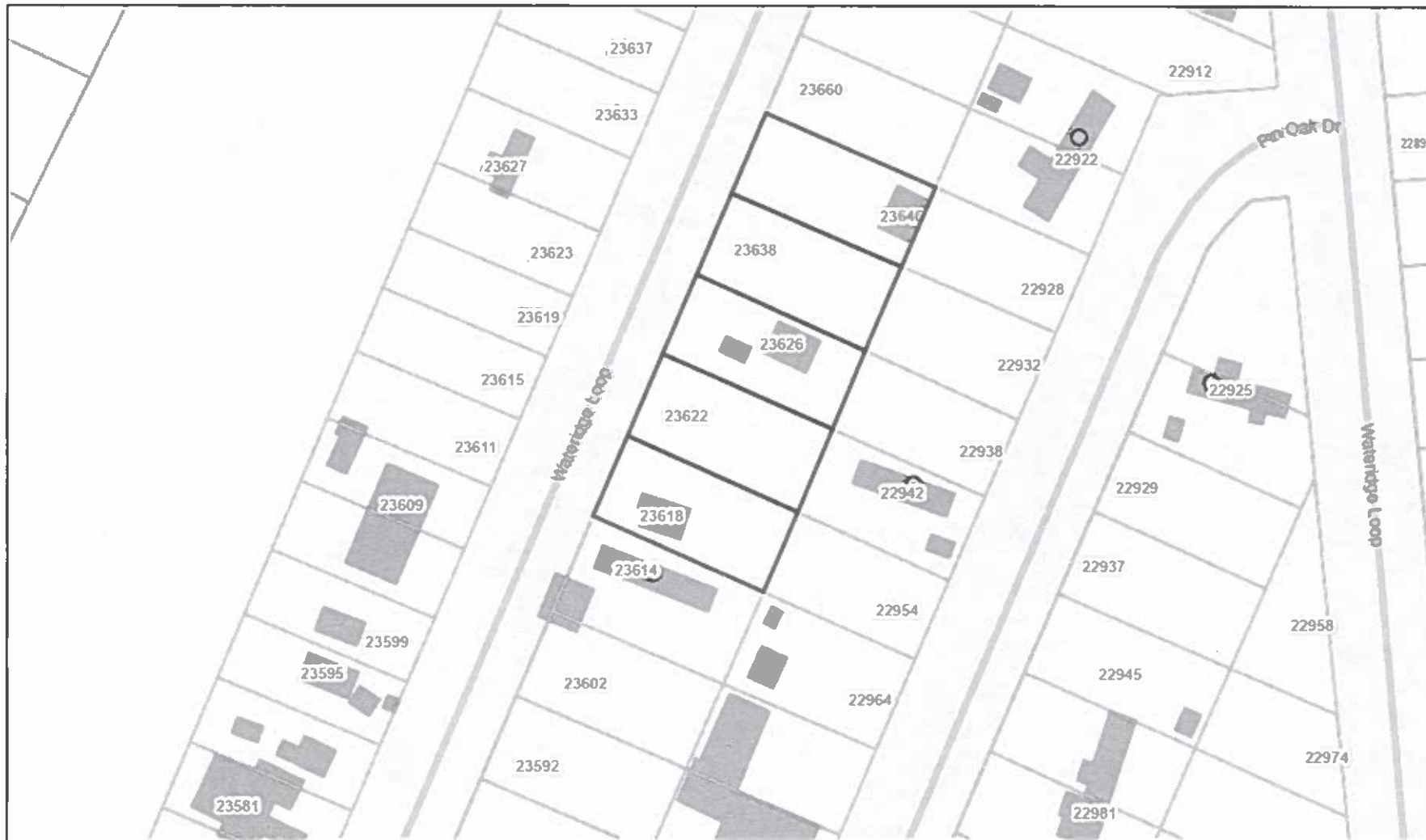
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____



0 0.01 0.03 0.05 0.08 0.1
mi



This map was prepared by the Smith County map site and may be revised without notification to any user. 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. The user is encouraged to check with the City of Tyler, SCAD, and the 911 Administration to verify that the map being used is the latest, most current one available. <http://www.smithcountymapsite.org/>



0 0.01 0.02 0.03 0.04
mi



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Smith County Appraisal District

Parcel 1.80705.0004.00.153000

Owners

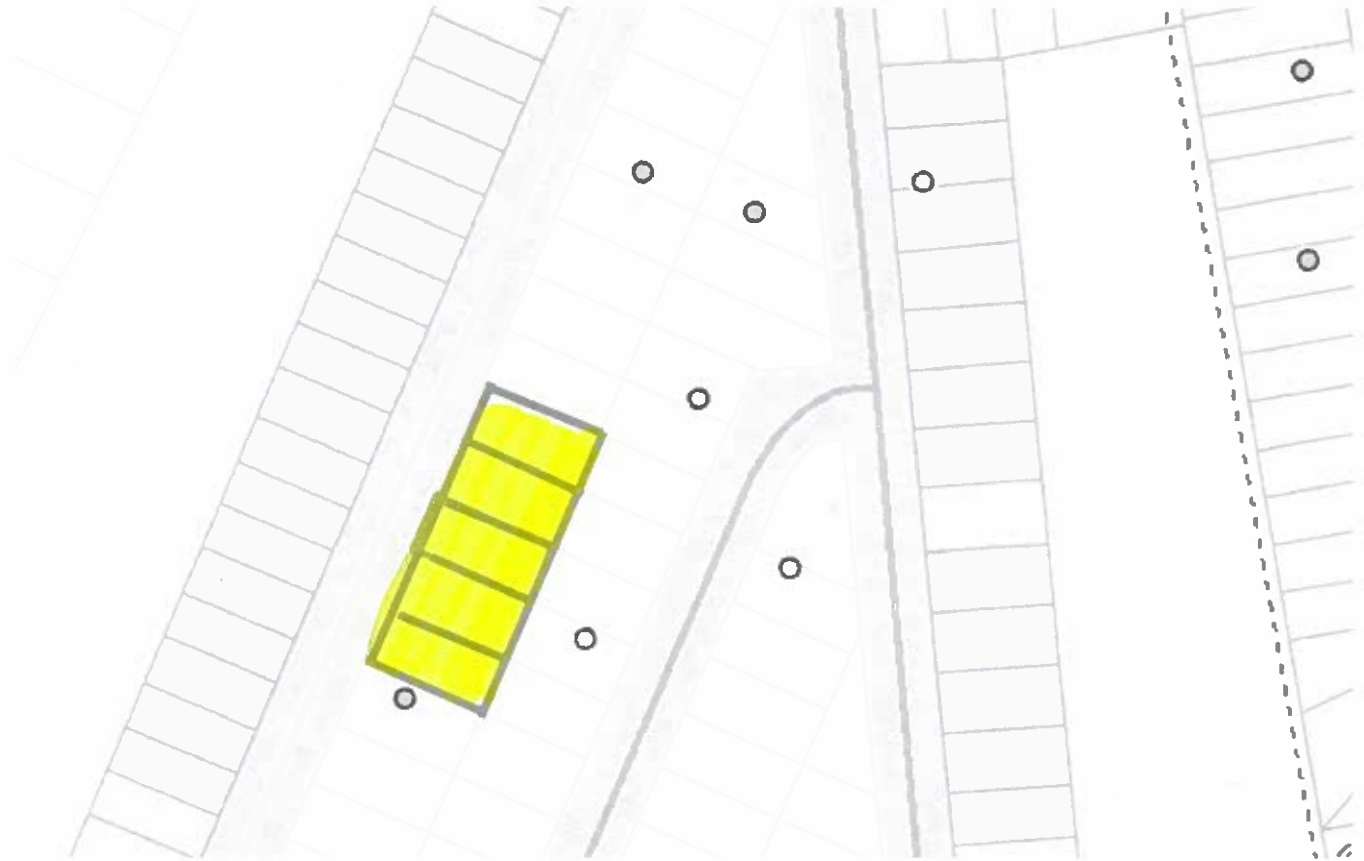
EVANS NANETTE
314 NEW MEXICO ST
HOUSTON, TX 770290000

Parcel Summary

PIN	R008652
Location	23626 WATERIDGE LOOP WATERBRIDGE, TX
Use Code	A60: SFR MOBILE HOMES
Tax District	036: SM-CNTY BU-ISD F2-ESD
Map Parcel	05140
Acreage	.0000
Section	S D
Lot	153,154,155,152,151
Transfer Date	07/12/2007
Instrument Number	SWD 34296
Subdivision	S145900 - LAKEWAY HARBOR

Legal Description

LAKEWAY HARBOR
LOT 153,154,155,151,152



Certified Values

	2025
Total Building Value	\$11,430
Total Land Value	\$31,110
Total Property Value	\$42,540
Special Use Appraisal	\$0
Cap Loss	\$0
Net Assessed Value	\$42,540

Value History

	2024	2023	2022	2021	2020	2019
Total Building Value	\$11,430	\$4,300	\$3,630	\$3,630	\$3,870	\$3,673
Total Land Value	\$31,110	\$31,110	\$20,740	\$20,740	\$20,740	\$20,740
Total Property Value	\$42,540	\$35,410	\$24,370	\$24,370	\$24,610	\$24,413
Special Use Appraisal	\$0	\$0	\$0	\$0	\$0	\$0
Cap Loss	\$48	\$0	\$0	\$0	\$0	\$0
Net Assessed Value	\$42,492	\$35,410	\$24,370	\$24,370	\$24,610	\$24,413

	2025		2024	2023	2022	2021	2020	2019
Use Code	A60	Use Code	A60	A60	A60	A60	A60	A60
Acreage	0.604	Acreage	0.000	0.000	0.000	0.000	0.000	0.000
Block		Block						
Lot	153,154,15	Lot	153,154,15	153,154,15	153,154,15	153,154,15	153,154,15	153,154,15
Heated Sq Ft	1,072	Heated Sq Ft	0	0	0	0	0	0

Document/Transfer History

Instrument Official Record	Date	Type	Ownership
SWD 34296	07/12/2007	ADDRESS CORRECTION	Grantee: EVANS NANETTE
SWD 34296	07/12/2007	ADDRESS CORRECTION	Grantee: EVANS NANETTE
SWD 34296	07/12/2007	SPECIAL WARRANTY DEED	Grantee: EVANS NANETTE

Buildings

Building # 2, Section # 1, MOBILE HOME, 1

Type	Model	Heated Sq Ft	YrBlt	Gross Area
MOBILEHOME	1	1072	2000	1,072

Structural Elements

Type	Description	Code	Details
FR	Frame	WOOD	WOOD
EW	Exterior Walls	VINYL	ARES-VINYL
FN	Foundation	03	PIER AND BEAM
RS	Roof Type	06	ROLL COMPOSITION
IF	Flooring	01	CARPET
IF	Flooring	02	TILE
FG	HVAC	03	CNTRL

Extra Features

Code	Description	Length	Width	Units	AYB
AX1	PREFABRICATED STEEL BUILDING			1.00	

Land Lines

Code	Description	Zone	Front	Depth	Units	Unit Type	Acreage
COM	COMMON	NULL	.00	.00	0.60	G	0.60

Personal Property

None

Notice of Value

2025

Jurisdiction Values & Tax Rates (The total appraised value change since 2019 is 74.25%)

Jurisdiction		2025	2024	2023	2022	2021	2020	2019
BULLARD ISD	Tax Value	\$42,540	\$42,492	\$35,410	\$24,370	\$24,370	\$24,610	\$24,413
	Tax Rate	12.469000	12.469000	12.492000	14.346000	13.563000	13.753000	14.700000
	Tax	\$530.43	\$529.83	\$442.34	\$349.61	\$330.53	\$338.46	\$358.87
SCESD #2	Tax Value	\$42,540	\$42,492	\$35,410	\$24,370	\$24,370	\$24,610	\$24,413
	Tax Rate	.703640	.703640	.676880	.604360	.686330	.700000	.846480
	Tax	\$29.93	\$29.90	\$23.97	\$14.73	\$16.73	\$17.23	\$20.67
SMITH COUNTY	Tax Value	\$42,540	\$42,492	\$35,410	\$24,370	\$24,370	\$24,610	\$24,413
	Tax Rate	3.642310	3.642310	3.472640	3.300000	3.350000	3.350000	3.450000
	Tax	\$154.94	\$154.77	\$122.97	\$80.42	\$81.64	\$82.44	\$84.22
TOTAL CALCULATED TAX AMOUNT		\$715.30	\$714.50	\$589.28	\$444.76	\$428.90	\$438.13	\$463.76

Tax Collection for this Parcel

[View and pay taxes for this parcel](#)

Disclaimer

This website is for informational purposes only. The Smith County Appraisal District makes every effort to produce and publish the most current and accurate information possible. No warranties expressed or implied are provided for the data, its use, or its interpretation. Maps on this website do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries.

EXHIBIT "A"

BID ANALYSIS

Cause Number:	25,990-A	Previous Owner:	Nanette Evans
Bid Amount:	\$10,200.44	Judgment Value:	\$32,277.73
Bidders Name:	FGMS HOLDINGS, LLC	Opening Bid at Sale:	\$10,200.44
Bidders Address:	12672 Silicon Drive, Suite 150 San Antonio, Texas 78249	Date of Sale:	March 4, 2025
		Date of Bid Submitted:	October 3, 2025

Sale Recording Date: August 6, 2025
Redemption Expires: February 6, 2026

PROPERTY DESCRIPTION

Lots 151, 152, 153, 154, and 155, Lakeway Harbor Subdivision, Section "D", a subdivision in Smith County, Texas, according to the map or plat thereof, recorded in Volume 8, Page 78, Plat Records of Smith County, Texas. (180705000400153000)

SITUS OR LOCATION: 23626 Wateridge Loope

JUDGMENT INFORMATION

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
BULLARD ISD	2010-2020	\$6,811.50
SMITH COUNTY	2010-2020	\$1,461.20
SMITH COUNTY ESD #2	2010-2020	\$328.99
TOTAL:		\$8,601.69

COSTS

Court Costs	\$682.00
Sheriff's Fees:	\$155.00
Publication Fee:	\$300.00
Title Research:	\$245.00
Recording Fee:	\$ <u>29.00</u>
TOTAL:	\$1,411.00

PROPOSED DISTRIBUTION

Bid Amount:	\$10,200.44
Costs:	\$(1,411.00)
Net to Distribute:	\$ 8,789.44

<u>ENTITY</u>	<u>PERCENTAGE</u>	<u>AMOUNT TO DISBURSE</u>
BULLARD ISD	79%	\$6,943.66
SMITH COUNTY	17%	\$1,494.20
SMITH COUNTY ESD #2	4%	\$ 351.58
TOTAL:		\$8,789.44

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/28/2025	Submitted by: Jennafer Bell
Meeting Date: 11/4/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: SRL Clinic Attorney Agreement	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the SRL Clinic Attorney Agreement with Mike Hogan and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name:	Email:
Name: J Bell	Email: jbell2@smith-county.com
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 §

**CONTRACT
FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
Mike Hogan
(FY 2026)**

THIS CONTRACT entered into beginning effective on the ____ day of **November, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and the Mike Hogan, an attorney licensed to practice law in the State of Texas, hereinafter referred to as ("ATTORNEY").

W I T N E S S E T H

WHEREAS, the COUNTY has an interest in supporting the efficient and effective administration of the legal system in local courts and through the County Law Library for services to and support of the legal community and the public-at-large;

WHEREAS, the COUNTY has an interest in supporting the Courts efforts to assist self-represented litigants in divorce proceedings filed in Smith County;

WHEREAS, all Smith County Courts requires all self-represented litigants to attend the Smith County Self-Represented Litigant Clinic taught by a licensed attorney who regularly practices in Smith County, prior to a final divorce hearing; and

WHEREAS, this agreement in the best interest of the public.

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Services Rendered by Clinic Attorney Acting As An Independent

Contractor. The essential position responsibilities of the ATTORNEY are outlined in a document marked as “Exhibit A” and is incorporated herein as if copied in full. The ATTORNEY may use the compensation paid hereunder to perform the services and achieve the broad goals outlined in this agreement.

2. Reports/Payment. ATTORNEY shall provide to COUNTY with quarterly and annual financial reports in a form agreed upon by COUNTY and ATTORNEY relating to the activities outlined in Exhibit A. ATTORNEY agrees to cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility.

In return for these services and as its part of the cost, COUNTY agrees to pay to the ATTORNEY a **yearly amount of \$14, 850.00, payable in monthly installments of \$1,350.00, beginning November 1, 2025.** All installments will be payable on the first of each month or reasonably thereafter.

Despite this agreed upon method of payment, the ATTORNEY agrees to return to COUNTY the prorated monthly amount of funds unearned if the ATTORNEY’S services are terminated for any reason prior to **September 30, 2026.** ATTORNEY’S prorated repayment will be due to COUNTY the first day of the month after ATTORNEY’S service terminates and be made, in full, in one (1) payment.

3. Records. The ATTORNEY shall keep sufficient records of all of its activities in connection with services rendered pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times.

4. Independent Contractor/Indemnity. It is understood and agreed that ATTORNEY is not and shall not in any sense be considered an employee, partner or joint venturer with COUNTY, additionally neither shall ATTORNEY be considered or in any manner hold itself out as an agent or official representative of COUNTY. ATTORNEY shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY.

ATTORNEY further agrees to hold COUNTY harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by ATTORNEY.

5. Compliance With All Laws. COUNTY and ATTORNEY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

COUNTY:

NEAL FRANKLIN, COUNTY JUDGE
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

ATTORNEY:

7. **No Assignment.** This contract may not be assigned.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of ATTORNEY or failure to maintain State of Texas Law License;
- b. the insolvency of ATTORNEY, the filing of a petition in bankruptcy either by or against ATTORNEY, or an assignment by ATTORNEY for the benefit of creditors;
- c. the breach by ATTORNEY of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to ATTORNEY of such breach.
- d. upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for a one (1) year period beginning effective on **November 1, 2025, through September 30, 2026.**

10. **Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

11. Continued Adequate Funding. ATTORNEY expressly understand that the attorney position is completely dependant on continued adequate funding. If COUNTY funding or any anticipated grant funding is deemed by any of the parties to be inadequate, the agreement may be terminated pursuant to the provisions in paragraphs 2 and 8 above.

12. Venue & Applicable Law. Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

13. Severability. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

14. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed this _____ day of _____, 2025:

ATTEST:

FOR SMITH COUNTY:

BY: _____
Karen Phillips,
Smith County Clerk

BY: _____
Neal Franklin,
Smith County Judge

APPROVED AS TO FORM:

Thomas Wilson
Assistant District Attorney
Civil Division

ATTORNEY:

BY: _____
Mike Hogan

STATE OF TEXAS *
COUNTY OF SMITH *

This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____.

Notary Public in and for the State of Texas

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/24/25	Submitted by: Jana Teague
Meeting Date: 11/04/25	Department: Auditors
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: 287(g) Program - US Immigration Enforcement Initiative	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve and sign the service agreement with Immigration and Customs Enforcement for the 287(g) Program.	
Background: Federal funds established under Section 2879g) of the immigration and Nationality Act as part of the illegal Immigration Reform and Immigrant Responsibility Act of 1996. This program enhances collaboration with state and local law enforcement partners to protect the homeland through the arrest and removal of aliens who undermine the safety of our nation communities and the integrity of US. immigration laws.	
Financial and Operational Impact: Funding for equipment and salary reimbursement for time spent on ICE activities including OT and benefits.	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____

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

Submission Date: 10/24/25	Submitted by: Jana Teague
Meeting Date: 11/04/25	Department: Auditors
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Smith County Sheriff Bullet-Resistant Vehicle Components	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve to apply, to sign resolution and to sign the CEO/Law Enforcement Certifications and Assurances Form for the Office of the Governor Public Safety Office Bullet-Resistant Components for Law Enforcement Vehicles, FY2026 grant application.	
Background: State funds authorized by H.B. 2217 Section 772.013 during the 89th Regular Session and appropriated under H.B. 500 Section 1.34 Trusteed Programs with the Office of the Governor.	
Financial and Operational Impact: No match is required	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____



RESOLUTION
FY2026 BULLET-RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLES

WHEREAS, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the Smith County Sheriff Bullet-Resistant Vehicle Components project be operated for FY26/27; and

WHEREAS, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Smith County Commissioners Court designates Neal Franklin, Smith County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Smith County Commissioners Court approves submission of the grant application for the Smith County Sheriff Bullet-Resistant Vehicle Components project to the Office of the Governor.

Passed and Approved this 4th day of November 2025.

Neal Franklin, County Judge

Christina Drewry, Comm. Pct. 1

John Moore, Comm. Pct. 2

J Scott Herod, Comm. Pct. 3

Ralph Caraway, Sr., Comm. Pct. 4

Grant Number: 56468-01



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

Entity Name: Smith County	Date: November 4, 2025
Agency/Department Name: Smith County Sheriff	
Name of Chief Executive Officer: Neal Franklin, Smith County Judge	
Name of Head of Law Enforcement Agency: Larry Smith, Smith County Sheriff	

Certification Required by CEO and Head of Law Enforcement Agency

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

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

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

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

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

Signature

Neal Franklin, Smith County Judge
Chief Executive Officer for Grantee

Signature

Larry Smith, Smith County Sheriff
Head of Agency

7

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: OCTOBER 24, 2025	Submitted by: FRANK DAVIS
Meeting Date: NOVEMBER 4, 2025	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Road Improvements - Acceptance of Project	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to accept the completion of the construction contract for RB-17-25, FY25 Seal Coat Program, with an underrun amount of \$94,029.30, authorize the County Judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.	
Background: The Road and Bridge Department is requesting The Commissioners Court to accept the completion of RB-17-25, FY25 Seal Coat Program, as performed by Texana Land & Asphalt, Inc. The contract was awarded in the bid amount of \$905,716.00. The final construction cost is in the amount of \$811,686.70, resulting in an underrun of \$94,029.30. Paving maintenance improvements were made to a total of 15.913 miles of county roadways.	
Financial and Operational Impact: Underrun amount of awarded contract is \$94,029.30	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

RECONCILIATION CHANGE ORDER

PROJECT NAME: FY25 SEAL COAT PROGRAM
CONTRACTOR: TEXANA LAND & ASPHALT
ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
PHONE NO.: 903-243-3409

DATE: 20-Oct-25
PROJECT: RB-17-25

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
316	ONE COURSE SURFACE TREATMENT: AGGR (TY-PB GR-4 OR TY-PL GR-4) (1:100), EMULS ASPH (CRS-2P) (.40 Gal/SY)	SY	48,000.00	48,000.00	0.00	\$ 2.95	\$ -
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK	2.00	2.00	0.00	\$ 1,500.00	\$ -
666-A	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	33,200.00	32,795.00	(405.00)	\$ 0.60	\$ (243.00)
666-B	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	33,200.00	32,490.00	(710.00)	\$ 0.60	\$ (426.00)
666-c	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	36.00	0.00	(36.00)	\$ 16.00	\$ (576.00)
672	REFL PAV MRKR TY II-A-A	EA	830.00	406.00	(424.00)	\$ 4.50	\$ (1,908.00)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 7,500.00	\$ (7,500.00)
SUB-TOTAL: CR 46 SEAL COAT							\$ (10,653.00)

316	ONE COURSE SURFACE TREATMENT: AGGR (TY-PB GR-4 OR TY-PL GR-4) (1:100), EMULS ASPH (CRS-2P) (.40 Gal/SY)	SY	130,850.00	130,850.00	0.00	\$ 2.95	\$ -
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK	3.00	3.00	0.00	\$ 1,500.00	\$ -
666-A	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	107,000.00	0.00	(107,000.00)	\$ 0.60	\$ (64,200.00)
666-B	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	107,000.00	108,282.00	1,282.00	\$ 0.60	\$ 769.20
666-c	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	120.00	147.00	27.00	\$ 16.00	\$ 432.00
672	REFL PAV MRKR TY II-A-A	EA	2,676.00	2,606.00	(70.00)	\$ 4.50	\$ (315.00)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 10,000.00	\$ (10,000.00)
SUB-TOTAL: CR 384 SEAL COAT							\$ (73,313.80)

316	ONE COURSE SURFACE TREATMENT: AGGR (TY-PB GR-4 OR TY-PL GR-4) (1:100), EMULS ASPH (CRS-2P) (.40 Gal/SY)	SY	40,250.00	40,250.00	0.00	\$ 2.95	\$ -
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK	2.00	2.00	0.00	\$ 1,500.00	\$ -
666-A	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	27,840.00	27,640.00	(200.00)	\$ 0.60	\$ (120.00)
666-B	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	27,840.00	27,840.00	0.00	\$ 0.60	\$ -
666-c	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	50.00	0.00	(50.00)	\$ 16.00	\$ (800.00)
672	REFL PAV MRKR TY II-A-A	EA	700.00	335.00	(365.00)	\$ 4.50	\$ (1,642.50)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 7,500.00	\$ (7,500.00)
SUB-TOTAL: CR 1261 SEAL COAT							\$ (10,062.50)

RECONCILIATION CHANGE ORDER

PROJECT NAME: FY25 SEAL COAT PROGRAM
CONTRACTOR: TEXANA LAND & ASPHALT
ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
PHONE NO.: 903-243-3409

DATE: 20-Oct-25
PROJECT: RB-17-25

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
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Original Contract Total						\$	905,716.00
Amount of Approved Change Orders							\$0.00
Adjusted Contract Amount							\$905,716.00
Increase/Decrease Amount in Original Contract Quantities						\$ (10,653.00)	
Increase/Decrease Amount of Approved Change Orders						\$0.00	
Materials on Hand						\$0.00	
TOTAL AMOUNT THIS CHANGE ORDER						\$	(94,029.30)
FINAL CONTRACT TOTAL							\$811,686.70

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

RECOMMENDED
FOR APPROVAL:

County Engineer _____ Date _____

ACCEPTED:

Contractor _____ Date _____

ACCEPTED:

County Judge _____ Date _____

8

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

Submission Date: 10/27/2025	Submitted by: Christina Haney
Meeting Date: 11/04/2025	Department: Purchasing for R&B
Item Requested is: ☐ For Action/Consideration ☐ For Discussion/Report	
Title: Advertise, Solicit, and Receive Sealed R&B Bids	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following: a) RB 11-26 Drainage Culverts b) RB 12-26 Roadway Striping c) RB-13-26 Asphaltic Concrete Patching Material	
Background: Annual bids for Road and Bridge	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____

9

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

Submission Date: 10/27/2025	Submitted by: STEPHANIE BALL
Meeting Date: 11/04/2025	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: PLAT	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the F.M. 344 South Subdivision, Unit 1, Precinct 1 b. Final Plat for the Jaguar Enclave Subdivision, Precinct 1 c. Final Plat for The Stableford Subdivision, Phase 1, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____



Subdivision Name: FM 344 South Unit 1

Adjacent Road: FM 344

Developer: BTB Partners

Phone: (917) 687-0623

email: brent@byers-investment.com

Surveyor: Lacy Surveying

Phone: 903-859-9942

email: daniel@lacySurveying.com

Fax: _____

Roadway Length: NA ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	✓	
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)		10-17-25 KW	
	Plat Fee	\$25	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter		10-17-25 KW	
	Designated Rep. (Pledger) Clearance Letter	See notes below	10-17-25 KW	
	Tax Certificate		10-17-25 KW	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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



Subdivision Name: JAGUAR ENCLAVE
 Adjacent Road: FM 346
 Developer: ERIC BRITT Phone: 903-581-7759
 email: EBRITT@ELLSURVEYING.COM Fax: _____
 Surveyor: ELS SURVEYING Phone: 903-581-7759
 email: CONLOR@ELLSURVEYING.COM Fax: _____
 Roadway Length: N/A ft. (centerline) 0

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)		10-27-25 S.B.	
	Plat Fee	\$25	\$100 10-27-25 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		10-27-25 S.B.	
	Designated Rep. (Pledger) Clearance Letter	See notes below	10-27-25 S.B.	
	Tax Certificate		10-27-25 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) – Pledger letter “NOT” required
 Decrease lot(s) – Pledger letter “IS” required



LEGEND
● IRF = Iron Rod Found
● PKF = PK Nail Found
○ IRS = Iron Rod Set
O.P.R.S.C.T. = Official Public Records Smith County, Texas
D.R.S.C.T. = Deed Records Smith County, Texas
L.R.S.C.T. = Land Records Smith County, Texas
P.R.S.C.T. = Plat Records Smith County, Texas
D.T.R.S.C.T. = Deed of Trust Records Smith County, Texas
EOP = Edge of Pavement

NOTES:

Basis of Bearings is referenced to the Texas State Plane Coordinate System, Texas North Central Zone (4202), NAD83 (2011) as derived by GPS observations.

Iron rods shown hereon as set are 1/2-inch iron rods with yellow plastic cap stamped "ELS Surveying".

The subject property lies within the bounds of unshaded Zone X (areas determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Panel No. 48423C0470C with an effective date of September 26, 2008.

This survey was performed without the benefit of a Title Commitment.
Other easements, encroachments, and/or encumbrances may exist.

Kevin and Janet Simpson
Called 11.471 Acres
Doc. No. 20130100004749
O.P.R.S.C.T.

Kevin Simpson and Janet Simpson
Called 5.827 Acres
Doc. No. 20160100022302
O.P.R.S.C.T.
(Residue of Called 22.941 Acres)
(Vol. B-14, Pg. 109)
D.T.R.S.C.T.

Shaffer Wylie
Called 1.571 Acres
Doc. No. 20190100031502
O.P.R.S.C.T.

Jon David Edwards
Called 30.000 Acres
Exhibit D
Vol. 4081, Pg. 217
O.P.R.S.C.T.

KCR Group, Ltd.
Called 25.277 Acres
Exhibit B
Doc. No. 20130100045864
O.P.R.S.C.T.

Eric D. Britt and
Christina Britt
Called 20.912 Acres
Doc. No. 20190100032998
O.P.R.S.C.T.



VICINITY MAP
NOT TO SCALE

DRAFT

FIELDNOTE DESCRIPTION:

FIELDNOTES to all that certain tract or parcel being 2.200 acres, located in the Elijah J. DeBard Survey, A-6 in Smith County, Texas, and being out of and a part of the called 20.912 acre tract described in a Warranty Deed With Vendor's Lien from Ravean Dean Johnson, et al to Eric D. Britt and Christina Britt, dated September 27, 2019 and recorded in Document No. 20190100032998 of the Official Public Records of Smith County, Texas (OPRSCT). Said 2.200 acre tract being more particularly described as follows:

BEGINNING at a PK nail found in F.M. 346 (80' Wide ROW) for the southwest corner of the herein described tract, same being the southwest corner of said called 20.912 acre tract and the northwest corner of a called 30.000 acre tract described as Exhibit D in a Partition Deed from Martha Edwards Davis, et al to Jon David Edwards, dated August 22, 1997 and recorded in Volume 4081, Page 220 OPRSCT, same being located in the east line of a called 5.827 acre tract referenced in a Warranty Deed from Vincent J. Richbourg to Kevin Simpson and Janet Simpson, dated May 31, 2016 and recorded in Document No. 20160100022302 OPRSCT (said tract being the residue of a called 22.941 acre tract described in Volume B-14, Page 109 of the Deed of Trust Records of Smith County, Texas (DTRSCT)) from which a 1/2-inch iron rod found at a fence corner bears North 88°07'58" East a distance of 41.49 feet;

THENCE North 08°49'32" East along the common line of said called 20.912 acre tract and said called 5.827 acre tract, at a distance of 40.52 feet pass a point for the northeast corner of said called 5.827 acre tract and the southeast corner of a called 11.471 acre tract described in a Warranty Deed from Vincent J. Richbourg to Kevin and Janet Simpson, dated March 12, 2012 and recorded in Document No. 20130100004749 OPRSCT, from which a 1/2-inch iron rod found bears South 87°53'18" West a distance of 36.81 feet, and continuing a total distance of 216.63 feet to a PK nail found for the northwest corner of the herein described tract, same being and ell corner of said called 20.912 acre tract and the southwest corner of a called 1.571 acre tract described in a Warranty Deed With Vendor's Lien from Ravean Dean Johnson, Independent Executor of the Estate of Mary Ruth Johnson to Shaffer Wylie, dated September 16, 2019 and recorded in Document No. 20190100031502 OPRSCT;

THENCE South 86°36'09" East along a common line of said called 20.912 acre tract and said called 1.571 acre tract, at a distance of 40.52 feet pass a 1/2-inch iron rod with cap (ELS Surveying) set at a fence corner, and continuing a total distance of 272.53 feet to a 1/2-inch iron rod with cap (Cowan) found for an angle corner of the herein described tract, same being an inside ell corner of said called 20.912 acre tract and the southeast corner of said called 1.571 acre tract, from which a 1/2-inch iron rod with cap (Cowan) found bears North 101°41'33" E a distance of 11.11 feet;

THENCE North 88°07'58" East a distance of 197.88 feet across said called 20.912 acre tract to a 1/2-inch iron rod with cap (ELS Surveying) set for the northeast corner of the herein described tract;

THENCE South 01°52'02" East a distance of 187.88 feet across said called 20.912 acre tract to a 1/2-inch iron rod with cap (ELS Surveying) set for the southeast corner of the herein described tract, same being located in the common line of said called 20.912 acre tract and said called 30.000 acre tract, from which a 1/2-inch iron rod (ben) found for the northeast corner of said called 30.000 acre tract bears North 88°07'58" East a distance of 766.70 feet and a 1/2-inch iron rod with cap (Cowan) found for the southeast corner of said called 20.912 acre tract bears North 88°07'58" East a distance of 1190.09 feet;

THENCE South 88°07'58" West a distance of 509.45 feet along said common line of said called 20.912 acre tract and said called 30.000 acre tract to the POINT OF BEGINNING and containing a total of 2.200 acres of which 0.200 of an acre lies within the right of way of F.M. Highway 346.

OWNER'S STATEMENT:

That Eric D. Britt and Christina Britt are the owners of the tract of land shown hereon and do accept this as our plan for the subdividing into lots and blocks and does 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.

This plat approved subject to all platting ordinances, rules, regulations, and ordinances of Smith County, Texas.

By: Eric D. Britt

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the 10 day of October, 2025.

Notary Public, State of Texas

By: Christina Britt

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the 10 day of October, 2025.

Notary Public, State of Texas

ASHLEY A. RUSSELL
Notary Public, State of Texas
Comm. Expires 11-08-2026
Notary ID 126416911

ASHLEY A. RUSSELL
Notary Public, State of Texas
Comm. Expires 11-08-2026
Notary ID 126416911

APPROVAL:

This plat approved by the Commissioners Court of Smith County, Texas on this the ____ day of _____, 2025.

County Judge, Smith County, Texas

NOTICE:

Selling a portion of this addition by metes and bounds is a violation of county ordinance and state law and is subject to fines and withholding of utilities and building permits.

All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operating and maintenance of the drainage facility.

Blocking the flow of water or constructing improvements in surface drainage easements and filling or obstruction of the roadway is prohibited.

Smith County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

SURVEYOR'S STATEMENT:

I, CONNOR G. BROWN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6366, do hereby certify that this plat was prepared from an actual survey made on the ground under my direction and supervision during October 2025.

CONNOR G. BROWN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6366



Revisions	Project:
	FINAL PLAT SHOWING JAGUAR ENCLAVE ELIJAH J. DEBARD SURVEY, A-6 SMITH COUNTY, TEXAS
Job No.: 452538	Date: 10/8/2025
Drafter: C.G.B.	21072 FM 2493 Bullard, Texas 75757 (903) 581-7759 www.elsurveying.com
Checked: C.G.B.	Page 1 of 1

PLAT RECORDED IN CABINET _____, SLIDE _____
DATE RECORDED: _____



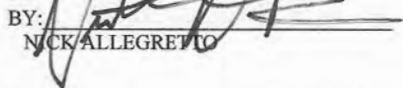
Subdivision Name: STABLEFORD Phase 1
 Adjacent Road: CR 452 / CR 4119
 Developer: Nick Allegretto Phone: 903-920-3868
 email: nicholasallegretto@yahoo Fax: N/A
 Surveyor: 1 Range Surveying Phone: 903-754-7232
 email: bblocker@1survey.com Fax: N/A
 Roadway Length: N/A ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required	✓	
	Final Plat (mylar & 3 prints)		10-27-2538	
	Plat Fee	\$25	\$100 10-27-2538	\$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		10-27-2538	
	Designated Rep. (Pledger) Clearance Letter	See notes below	10-27-2538	
	Tax Certificate		10-27-2538	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)		N/A	
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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

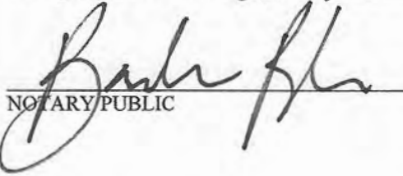
OWNER'S STATEMENT:

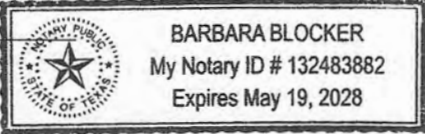
THAT I, NKA HOLDINGS LLC, AM THE OWNER OF THE PROPERTY SHOWN HEREON AND DO HEREBY CERTIFY THAT I, THE OWNER OF THE PROPERTY, DO HEREBY ACCEPT THIS AS ITS PLAN FOR SUBDIVIDING INTO LOTS AS SHOWN AND DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON.

BY: 
NICK ALLEGRETTI

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS,

THIS 27th DAY OF October, 2025.


NOTARY PUBLIC

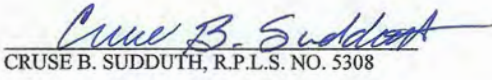


RR CR 4119 Ranch, LLC
Tract 1
Called 170.761 Acres
Doc. No. 202001039987

SURVEYOR'S STATEMENT:

I, CRUSE B. SUDDUTH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5308, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF OCTOBER, 2024.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF October, 2025.


CRUSE B. SUDDUTH, R.P.L.S. NO. 5308



APPROVED:

APPROVED BY THE COMMISSIONERS COURT, SMITH COUNTY, TEXAS, ON

THIS THE _____ DAY OF _____, 2024.

COUNTY JUDGE

PLAT RECORDED IN CABINET _____, SLIDE _____

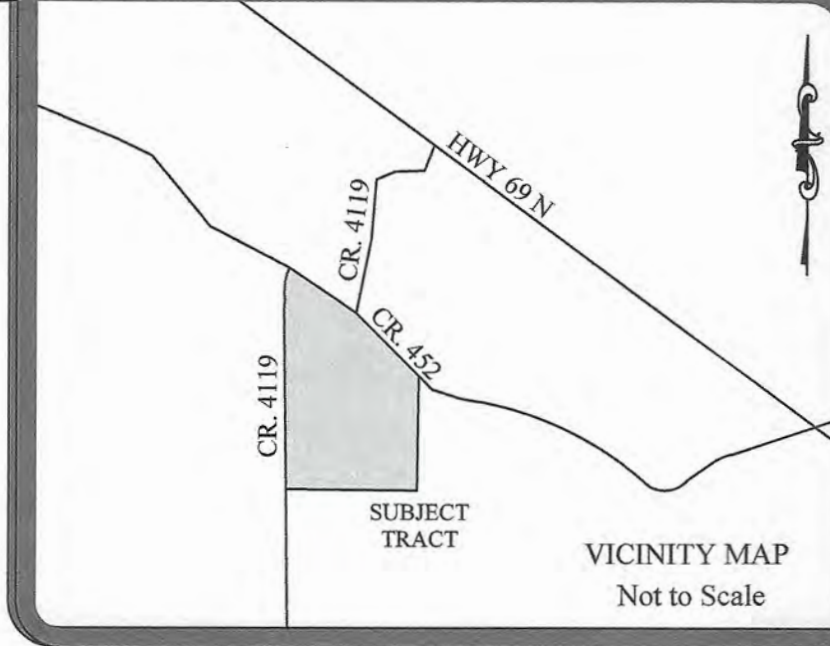
DATE RECORDED: _____

GENERAL NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THIS ADDITION LIES IN ZONE "X" AS SHOWN ON FIRM PANEL 48423C0075C.
3. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.
4. ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED.

LINE TABLE		
LINE	BEARING	DISTANCE
1-11	N 26°05'30" E	64.60'
12	S 63°37'32" E	51.83'
13	S 55°24'55" E	96.15'

DRAFT



City of Lindale, Texas
Called 170.212 Acres
Volume 3616, Page 111

Surveyed:
75.373 Acres
14 Lots

RR CR 4119 Ranch, LLC
Tract 3
Called 8.775 Acres
Doc. No. 202001039987

RR CR 4119 Ranch, LLC
Tract 2
Called 11.694 Acres
Doc. No. 202001039987

Tommy Dan Phillips et ux,
Carole Ann Phillips
Second Tract
Called 211.008 Acres
Volume 6304, Page 280

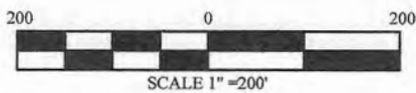
Cotton Spindle Set
1/2" IRF (W/W) Brs.
S 00°55'48" E 42.42'
William Rose Survey, A-833
Robert O. Bean Survey, A-135

Harris Chapel, SMC
Called 5.000 Acres
Volume 7572 Page 826

SHS Land Holding 4, LLC
Called 1075.4 Acres
Doc. No. 202301029859

SHS Land Holding 4, LLC
Called 1075.4 Acres
Doc. No. 202301029859

FINAL PLAT
THE STABLEFORD PHASE 1
WILLIAM ROSE SURVEY, A-833
ROBERT O. BEAN SURVEY, A-135
SMITH COUNTY, TEXAS



DRAWN BY: C.B.S. CHECKED BY: B.B.B. FILE NO. 2411007 DATE: 9/15/2025



**7 RANGE
SURVEYING**

401 E. Front St. Suite 231 Tyler, Tx 75702
Office - (903) 630-2606
TBPELS Firm No. 10194919

SYMBOL LEGEND

- 1/2" Iron Rod Set
- 1/2" Iron Rod Found
- ◇ Cotton Spindle Set
- ◆ Cotton Spindle Found
- Point For Corner

10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

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

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

SUBMIT

Office Use Only
Agenda Item # _____

SMITH COUNTY TREASURER

VENDOR 000383 DISTRICT CLERK - SMITH CO.

10/29/2025

CHECK# 189065

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
10.450.4700.793			JURY	26,928.00
			TOTAL	26,928.00

1287494 GENERAL FUND



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

SOUTHSIDE BANK
TYLER TEXAS

JURY

CHECK NO. 189065

DATE	AMOUNT
10/29/2025	\$26,928.00

TWENTY SIX THOUSAND NINE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS

PAY
TO THE
ORDER
OF

DISTRICT CLERK - SMITH CO.
TYLER TX 75702

VOID AFTER 90 DAYS

Atonia Rawlings
VOID
County Treasurer
Karin Smith
County Auditor

⑈ 189065 ⑈ ⑆ 111923607⑆ ⑈ 1287494 ⑈

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME DISTRICT CLERK		REQUISITION NUMBER 10.450.4700.793	
	DATE 10/29/2025		FUND NUMBER	
	DATE REQUIRED		DEPARTMENT CODE	
DELIVER TO: DISTRICT CLERK		SUGGESTED VENDORS:		
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --				
DATE PREPARED		PREPARED BY		#1 VENDOR NAME
PURCHASE ORDER NO.		CONTRACT NO.		#2 VENDOR NAME
CODING	QUANTITY	DESCRIPTION	#3 VENDOR NAME	
	1	CHECK FOR \$26,928.00		
		FOR \$ 20 AND \$58 JURY DRAWER		
I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.			IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.	
10/2925		PENNY CLARKSTON	/s/ April Fox	
DATE		DEPARTMENT HEAD	EMPLOYEE NAME	EXTENSION
DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT				

Submit

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: 11/4/2025	Department: Sheriff Office
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Smith County Jail Update	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.	
Background: See attached.	
Financial and Operational Impact: NA	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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