

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
December 13, 2013 ---- 11:00 a.m.

THE STATE OF TEXAS                      ON THIS THE 13th day of December, 2013 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at  
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court  
present, to wit:

|                 |                                  |
|-----------------|----------------------------------|
| MARTIN NASH     | COMMISSIONER, PCT. #1            |
| RUSTY HUGHES    | COMMISSIONER, PCT. #2, Presiding |
| MIKE MARSHALL   | COMMISSIONER, PCT. #3            |
| JACK WALSTON    | COMMISSIONER, PCT. #4            |
| KATRINA WALSTON | DEPUTY COUNTY CLERK, EX OFFICIO  |

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

|                |                              |
|----------------|------------------------------|
| JACKIE SKINNER | COUNTY AUDITOR               |
| SHARON FULLER  | COUNTY TREASURER             |
| LOU CLOY       | ASST. CRIMINAL DIST ATTORNEY |

Commissioner Hughes presiding as Judge Pro Tem:

A motion was made by **Commissioner Marshall** to accept the bid from Cox  
Construction in Nacogdoches, for total of \$412,100.00 for construction of a fire station  
for **Colmesneil Volunteer Fire Department**, as recommended by Goodwin and Lassiter.  
The motion was seconded by **Commissioner Walston**. All voted yes and none no.

David Waxman reviewed the offer made (\$60,000), based on fair market value, for a  
location for the fire station for **Colmesneil Volunteer Fire Department**. This is a part of  
the Ike Round 2 grant. He reported a counter offered was made at \$63,000. A motion was  
made by **Commissioner Marshall** to accept the counter offer of \$63,000 for the purchase  
of property for the **Colmesneil Volunteer Fire Department**. **Commissioner Walston**  
seconded the motion. All voted yes and none no.

**Commissioner Marshall** motioned to reappoint the commissioners to the following  
**Emergency Services Districts #3 and #7:**

| ESD #3         | Term               |
|----------------|--------------------|
| Ron Hensarling | 1/1/14 to 12/31/15 |
| Yvonne Goss    | 1/1/14 to 12/31/15 |
| ESD #7         |                    |
| John England   | 1/1/14 to 12/31/15 |
| Lance Seamans  | 1/1/14 to 12/31/15 |
| Donald Schulze | 1/1/14 to 12/31/15 |

**Commissioner Nash** seconded the motion. All voted yes and none no.

**Commissioner Nash** motioned to approve the Inter-local Agreement with the **Lubbock  
County Regional Public Defender for Capital Cases Office in the State Capital  
Murder Defense Plan**. The motion was seconded by **Commissioner Walston**. All voted  
yes and none no.

Commissioner Nash motioned the meeting adjourned. Commissioner Walston seconded  
the motion. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED:

I, Donece Gregory, County Clerk and ex officio member of the Tyler County  
Commissioners Court, do hereby certify to the fact that the above is a true and correct  
record of the Tyler County Commissioners Court session held on December 13, 2013.

Witness my hand and seal of office on this the 9th day of January, 2014.

Attest:   
Donece Gregory, County Clerk  
Tyler County, Texas

David Waxman

#1B

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**From:** Lesley Waxman <lesley.waxman@sbcglobal.net>  
**Sent:** Tuesday, December 10, 2013 1:43 PM  
**To:** 'Susan Stover'; 'Wesley McPhail'; 'David J. Waxman'  
**Cc:** 'Pat Oates'; 'David Branch'  
**Subject:** FW: Tyler Co AUGF/ 2.2 roads  
**Attachments:** I3f0wkxhwod.htm

All,

Tyler County 2.2 roads are environmentally cleared as of yesterday. The attached will be the new norm in documentation according to the State. Shauna was nice enough to send this to me this morning. The system generated no notification thus far. Pat has not finished answering the questions so that HNTB can approve the 100% plans, but he is working on it and now anticipates bidding these projects in January. The Tyler County Commissioners Court already authorized G-L to go out to bids on this project several months ago so bidding can start as soon as the engineer is ready.

Thank you,  
Lesley

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**From:** Shauna Cospers [<mailto:Shauna@lcmsinc.com>]  
**Sent:** Tuesday, December 10, 2013 8:16 AM  
**To:** Lesley Waxman  
**Subject:** Tyler Co AUGF

Good morning Lesley – Attached is the AUGF for the Tyler County street project, 22061-3. I wasn't sure if you had received notification.

Happy Holidays!

*Shauna Cospers*

Langford Community Management Services  
13740 Research Blvd., Suite G1  
Austin, Texas 78750  
P. 512. 452.0432  
F. 512. 452.5380  
Email. [shauna@lcmsinc.com](mailto:shauna@lcmsinc.com)

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**From:** Melisa Durham  
**Sent:** Monday, December 09, 2013 3:09 PM  
**To:** Shauna Cospers  
**Subject:** Tyler Co AUGF

Yay! I printed it for the file.

*Melisa Durham*

Langford Community Management Services  
13740 Research Blvd., Suite G1

Austin, TX 78750  
(512) 452-0432  
(512) 452-5380 fax  
[melisa@lemsinc.com](mailto:melisa@lemsinc.com)



**Authority to Use Grant Funds (AUGF)**

**Grant Information**

Grantee Name:  GLO Contract No:   
Grant No:

We received your request for release of funds and certification,  
form HUD 7015.15, on:

Your request was for State Identification Number:

**Authorization to Use Funds**

All objections, if received, have been considered. And the minimum waiting period has expired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper record keeping, audit, and inspection purposes.

**Authorization Statement - update as appropriate:**

This is to inform you that as of December 9, 2013 Tyler County is hereby authorized to use funds provided to you under the above State Identification Number. The specific activities of this project identified below were Categorically Excluded subject to 24 CFR Part Sec. 58.35(a) Categorical Exclusions.

Mitigation: USACE Nationwide Permit 14 with no required notification will be followed during construction.

According to the documents provided by Tyler County, all conditions regarding the National Environmental Policy Act for these activities have been met. If all other special conditions have been met, Tyler County is authorized to use 2008 Texas CDBG Disaster Recovery Supplemental Grant funds made available to Tyler County by the Texas Disaster Recovery Program for the approved project activities.

The Texas Disaster Recovery Program is aware that a grant contract Performance Statement amendment could affect this certification. Please be advised that this certification is only valid for the project description, as stated in the current Performance Statement covered by this ERR. If the project description later changes as a result of an amendment, a re-evaluation letter or new ERR may be required, thereby rendering this certification invalid.

Thank you for your efforts to ensure compliance with all federal, state and program requirements. If you have any questions regarding environmental issues or if we can provide any further assistance, please do not hesitate to contact the Disaster Recovery Program environmental team at 866-206-1084 or you can email Mike Montesano at [mmontesano@HNTB.com](mailto:mmontesano@HNTB.com).

Note that adding/removing Site information affects this form only

| - - - Sites and Locations - - - |             |   |        |
|---------------------------------|-------------|---|--------|
| Remove?                         | Site Number | Location  |        |
| <input type="checkbox"/>        | S221423     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization as required;  | ^<br>v |
| <input type="checkbox"/>        | S221424     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization as required;  | ^<br>v |
| <input type="checkbox"/>        | S221425     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization as required;  | ^<br>v |
| <input type="checkbox"/>        | S221426     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222195     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222196     | Grantee shall re-grade, re-construct, re-shape, and re-compact approximately five hundred twenty linear feet (520 l.f.) of existing roadway; furnish and install stabilized | ^<br>v |
| <input type="checkbox"/>        | S222197     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222198     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222199     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222200     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222201     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222202     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222203     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |
| <input type="checkbox"/>        | S222204     | Grantee shall re-grade, re-construct, re-shape, and re-compact existing roadway; furnish and install stabilized subgrade with lime for subgrade stabilization; install      | ^<br>v |

| - - - Sites and Locations - - - |             |          |
|---------------------------------|-------------|----------|
| Remove?                         | Site Number | Location |

**Authorizing Officer**

|               |                    |
|---------------|--------------------|
| Name:         | Heather Lagrone    |
| Title:        | Certifying Officer |
| Date:         | 12/09/2013         |
| Authorization |                    |



**REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES**

P. O. Box 2097  
Lubbock, Texas 79408  
Main Phone: (806) 775-5650  
Fax: (806) 775-7954

September 30, 2013

Dear Judge:

I am very pleased and excited to be able to tell you that the Regional Public Defender for Capital Cases office (RPDO) will be entering its seventh year of operation on October 1, 2013. This office was opened on October 1, 2007 as a pilot program limited to an eligible pool of eighty-five counties comprising the 7th and 9th Administrative Judicial Regions. Due to the success of the program, Lubbock County and the Texas Indigent Defense Commission expanded the office into the remaining seven Administrative Judicial Regions over a period of three years, resulting in a potential pool of two hundred forty eligible counties (counties with a population exceeding 300,000 on January 1, 2008 were not eligible to participate).

As you might expect, we encountered a number of unexpected problems as we developed sound office procedures and case protocols. With the assistance of Lubbock County, the Texas Indigent Defense Commission, and local officials such as you, we have managed to make corrections and arrive at a place where we can continue to fulfill our mission to provide effective, efficient, and ethical representation to indigent capital defendants.

The RPDO has a lot to be proud of as well. The program was recognized by both the National Association of Counties and the Texas Association of Counties as an award winner in 2009. We have also been the subject of several magazine publications and numerous newspaper and television reports. In 2013, the Public Policy Research Institute completed and published an in-depth study on the effectiveness and the efficiency of the office. Please visit our website at <http://rpdo.org> and open the "Publications" tab to view much of this material.

I have attached an Interlocal Agreement which details the services which the RPDO will provide your county, and the obligation of your county should you desire to participate, or continue your participation. This agreement has been slightly modified this year, providing that it will renew each year until 2017, unless either your county or Lubbock County opts out with proper notice as per the agreement.

My Oversight Board adopted a policy in 2011 that prohibits a county from participating for a minimum of two years if that county had not opted in during the initial two year eligibility period. The Texas Indigent Defense Commission has also adopted a policy, which you may view at [www.txcourts.gov/tidc/tidchome.asp](http://www.txcourts.gov/tidc/tidchome.asp), that makes it much more difficult for a county to obtain an extraordinary funds disbursement to defray costs for a capital case if the county had the



option to participate in the RPDO but did not.

As you and your Commissioners consider whether participation in the RPDO program is a good fit for your county, please feel free to call or write with any questions or concerns that you have. Additionally, a member of my staff is always available to meet with your Court to explain the benefits of participation and address any concerns voiced.

Sincerely,

Jack Stoffregen

cc: County

Auditor

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## INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **TYLER COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### RECITALS

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### ARTICLE I PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs within the first 5 years of eligibility are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC") and cost-sharing commensurate with their region's applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100% funded by TIDC, Year 2 of Region's inclusion – 100% funded by TIDC, Year 3 of Region's inclusion – 80% funded by TIDC, Year 4 of Region's inclusion – 60% funded by TIDC, Year 5 of

Region's inclusion – 40% funded by TIDC, Year 6 of Region's inclusion – 0% funded by TIDC). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2012 through 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute as follows, during Year 1 of inclusion - 0%, Year 2 of inclusion – 30%, Year 3 of inclusion – 40%, Year 4 of inclusion – 60%, Year 5 of inclusion – 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000 per county). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of that county's region (50%) and the average number of capital murder cases filed between 1998 and 2008 as a percentage of the whole of that county's region (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The PD will develop a plan to share costs among the counties beyond the TIDC grant period; however, the PD's obligation to perform after the TIDC grant period is contingent upon receipt of continued county funding.

Interlocal Agreement shall become effective October 1, 2013, and continue through September 30, 2014. Thereafter, this agreement shall renew automatically each October 1<sup>st</sup> for successive one-year terms through September 30, 2017 unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the

Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

## **ARTICLE II** **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

And:

Jack Stoffregen  
Chief Public Defender  
Regional Public Defender for Capital Cases  
P O Box 2097  
Lubbock, Texas 79408

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If to PARTICIPANT:

Honorable Jacques L. Blanchette  
County Judge  
Tyler County  
100 W. Bluff Street  
Woodville, Texas 75979

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **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 and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**

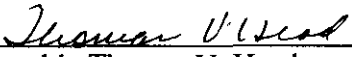
(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

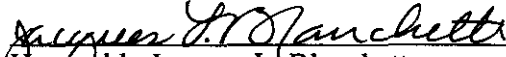
(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

SIGNED AND EXECUTED this 13<sup>th</sup> day of December, 2013.

COUNTY OF LUBBOCK


COUNTY OF TYLER

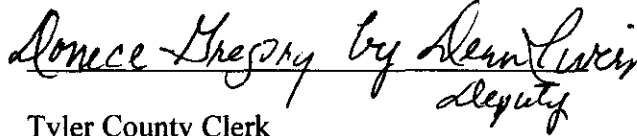
  
Honorable Thomas V. Head  
County Judge 1-7-14

  
Honorable Jacques L. Blanchette  
County Judge

ATTEST:


ATTEST:

  
Honorable Kelly Pinion  
Lubbock County Clerk

  
Tyler County Clerk

APPROVED AS TO CONTENT:

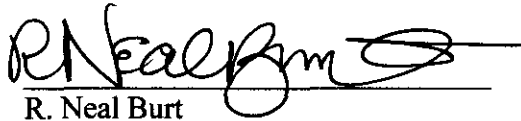
APPROVED AS TO CONTENT:

  
Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

\_\_\_\_\_

REVIEWED FOR FORM:

REVIEWED FOR FORM:

A handwritten signature in black ink, appearing to read "R. Neal Burt", written over a horizontal line.

R. Neal Burt  
Civil Division Chief  
Criminal District Attorney's Office  
Lubbock County

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| County    | Region | 2008 Pop | % Total Pop | Yearly Avg Cases | % Total Cases | FY 2012 (0%) | FY 2013 (30%) | FY 2014 (40%) | FY 2015 (60%) | FY 2016 (80%) | FY 2017 (100%) |
|-----------|--------|----------|-------------|------------------|---------------|--------------|---------------|---------------|---------------|---------------|----------------|
| Angelina  | 2nd    | 80,130   | 1.18124%    | 0.8              | 0.66667%      | \$0          | \$20,402      | \$27,203      | \$40,804      | \$54,405      | \$68,006       |
| Austin    | 3rd    | 23,590   | 0.38730%    | 0.9              | 0.75000%      | \$0          | \$12,556      | \$16,742      | \$25,113      | \$33,484      | \$41,855       |
| Bastrop   | 2nd    | 57,733   | 1.03472%    | 0.7              | 0.58333%      | \$0          | \$17,864      | \$23,819      | \$35,728      | \$47,638      | \$59,547       |
| Bell      | 3rd    | 237,974  | 3.95740%    | 8.7              | 7.25000%      | \$0          | \$123,736     | \$164,981     | \$247,472     | \$329,962     | \$412,453      |
| Blanco    | 3rd    | 8,418    | 0.13422%    | 0.2              | 0.16667%      | \$0          | \$3,322       | \$4,429       | \$6,644       | \$8,859       | \$11,073       |
| Bosque    | 3rd    | 17,204   | 0.26234%    | 0.3              | 0.25000%      | \$0          | \$5,657       | \$7,542       | \$11,313      | \$15,084      | \$18,855       |
| Brazoria  | 2nd    | 241,767  | 4.22738%    | 1.1              | 0.91667%      | \$0          | \$56,793      | \$75,724      | \$113,586     | \$151,448     | \$189,310      |
| Brazos    | 2nd    | 152,415  | 2.42163%    | 2.3              | 1.91667%      | \$0          | \$47,897      | \$63,863      | \$95,794      | \$127,726     | \$159,657      |
| Burleson  | 2nd    | 16,470   | 0.25885%    | 0.7              | 0.58333%      | \$0          | \$9,298       | \$12,398      | \$18,596      | \$24,795      | \$30,994       |
| Burnet    | 3rd    | 34,147   | 0.61885%    | 0                | 0.00000%      | \$0          | \$6,832       | \$9,110       | \$13,665      | \$18,220      | \$22,775       |
| Caldwell  | 3rd    | 32,194   | 0.51071%    | 0.2              | 0.16667%      | \$0          | \$7,479       | \$9,971       | \$14,957      | \$19,943      | \$24,929       |
| Chambers  | 2nd    | 26,031   | 0.47340%    | 0.1              | 0.08333%      | \$0          | \$6,147       | \$8,196       | \$12,293      | \$16,391      | \$20,489       |
| Colorado  | 3rd    | 20,390   | 0.30955%    | 0.2              | 0.16667%      | \$0          | \$5,258       | \$7,010       | \$10,515      | \$14,020      | \$17,526       |
| Comal     | 3rd    | 78,021   | 1.54125%    | 1                | 0.83333%      | \$0          | \$26,217      | \$34,956      | \$52,433      | \$69,911      | \$87,389       |
| Comanche  | 3rd    | 14,026   | 0.20241%    | 0.2              | 0.16667%      | \$0          | \$4,075       | \$5,433       | \$8,150       | \$10,866      | \$13,583       |
| Coryell   | 3rd    | 74,978   | 1.09358%    | 0.5              | 0.41667%      | \$0          | \$16,674      | \$22,232      | \$33,348      | \$44,464      | \$55,580       |
| Falls     | 3rd    | 18,576   | 0.25372%    | 0.5              | 0.41841%      | \$0          | \$7,421       | \$9,894       | \$14,841      | \$19,789      | \$24,736       |
| Fayette   | 3rd    | 21,804   | 0.34249%    | 0                | 0.00000%      | \$0          | \$3,781       | \$5,042       | \$7,563       | \$10,083      | \$12,604       |
| Freestone | 2nd    | 17,867   | 0.27988%    | 0.2              | 0.16667%      | \$0          | \$4,930       | \$6,574       | \$9,860       | \$13,147      | \$16,434       |
| Galveston | 2nd    | 250,158  | 4.08911%    | 3.7              | 3.08333%      | \$0          | \$79,188      | \$105,584     | \$158,376     | \$211,167     | \$263,959      |
| Gonzales  | 3rd    | 18,628   | 0.27320%    | 0.3              | 0.25000%      | \$0          | \$5,776       | \$7,702       | \$11,553      | \$15,404      | \$19,255       |
| Grimes    | 2nd    | 23,552   | 0.35456%    | 0.6              | 0.50000%      | \$0          | \$9,435       | \$12,580      | \$18,870      | \$25,159      | \$31,449       |
| Guadalupe | 3rd    | 89,023   | 1.69676%    | 1.1              | 0.91667%      | \$0          | \$28,854      | \$38,472      | \$57,707      | \$76,943      | \$96,179       |
| Hamilton  | 3rd    | 8,229    | 0.12144%    | 0                | 0.00000%      | \$0          | \$1,341       | \$1,788       | \$2,682       | \$3,575       | \$4,469        |
| Hardin    | 2nd    | 48,073   | 0.73438%    | 0.6              | 0.50000%      | \$0          | \$13,628      | \$18,171      | \$27,256      | \$36,342      | \$45,427       |
| Hays      | 3rd    | 97,589   | 2.02769%    | 1.4              | 1.16667%      | \$0          | \$35,268      | \$47,023      | \$70,535      | \$94,047      | \$117,558      |
| Hill      | 3rd    | 32,321   | 0.50318%    | 0.5              | 0.41667%      | \$0          | \$10,156      | \$13,541      | \$20,311      | \$27,082      | \$33,852       |
| Jasper    | 2nd    | 35,604   | 0.50459%    | 1.6              | 1.33333%      | \$0          | \$20,292      | \$27,056      | \$40,583      | \$54,111      | \$67,639       |
| Jefferson | 2nd    | 252,051  | 3.50374%    | 2.6              | 2.16667%      | \$0          | \$62,604      | \$83,473      | \$125,209     | \$166,945     | \$208,682      |
| Lampasas  | 3rd    | 17,762   | 0.30010%    | 0.5              | 0.41667%      | \$0          | \$7,914       | \$10,551      | \$15,827      | \$21,103      | \$26,378       |
| Lavaca    | 3rd    | 19,210   | 0.27790%    | 0.6              | 0.50000%      | \$0          | \$8,588       | \$11,451      | \$17,177      | \$22,903      | \$28,628       |



|             |         |     |         |          |     |          |     |          |          |           |           |           |
|-------------|---------|-----|---------|----------|-----|----------|-----|----------|----------|-----------|-----------|-----------|
| Lee         | 15,657  | 2nd | 17,391  | 0.24779% | 0.3 | 0.25000% | \$0 | \$5,496  | \$7,328  | \$10,992  | \$14,656  | \$18,320  |
| Leon        | 15,335  | 2nd | 16,033  | 0.22844% | 0.3 | 0.25000% | \$0 | \$5,282  | \$7,043  | \$10,565  | \$14,086  | \$17,608  |
| Liberty     | 70,154  | 2nd | 77,451  | 1.10355% | 2.1 | 1.75000% | \$0 | \$31,505 | \$42,006 | \$63,010  | \$84,013  | \$105,016 |
| Limestone   | 22,051  | 2nd | 22,097  | 0.31485% | 0.3 | 0.25000% | \$0 | \$6,236  | \$8,315  | \$12,472  | \$16,630  | \$20,787  |
| Llano       | 17,044  | 3rd | 19,220  | 0.27385% | 0   | 0.00000% | \$0 | \$3,024  | \$4,031  | \$6,047   | \$8,063   | \$10,078  |
| Madison     | 12,940  | 2nd | 13,840  | 0.19720% | 0.5 | 1.08333% | \$0 | \$6,808  | \$9,078  | \$13,617  | \$18,155  | \$22,694  |
| Matagorda   | 37,957  | 2nd | 36,862  | 0.52523% | 0.7 | 0.58333% | \$0 | \$12,239 | \$16,319 | \$24,478  | \$32,638  | \$40,797  |
| McLennan    | 213,517 | 3rd | 226,456 | 3.22664% | 2.9 | 2.41667% | \$0 | \$62,305 | \$83,074 | \$124,610 | \$166,147 | \$207,684 |
| Milam       | 24,238  | 3rd | 25,468  | 0.36288% | 0.2 | 0.16667% | \$0 | \$5,846  | \$7,795  | \$11,693  | \$15,591  | \$19,488  |
| Navarro     | 45,124  | 3rd | 49,207  | 0.70112% | 0.9 | 0.75000% | \$0 | \$16,021 | \$21,362 | \$32,042  | \$42,723  | \$53,404  |
| Newton      | 15,072  | 2nd | 14,146  | 0.20156% | 0.4 | 0.33333% | \$0 | \$5,905  | \$7,874  | \$11,811  | \$15,748  | \$19,685  |
| Orange      | 84,966  | 2nd | 84,286  | 1.20094% | 0.7 | 0.58333% | \$0 | \$19,699 | \$26,266 | \$39,399  | \$52,532  | \$65,665  |
| Polk        | 41,133  | 2nd | 46,263  | 0.65917% | 0.5 | 1.58333% | \$0 | \$11,932 | \$15,910 | \$23,864  | \$31,819  | \$39,774  |
| Robertson   | 16,000  | 2nd | 15,992  | 0.22786% | 0.7 | 0.58333% | \$0 | \$8,956  | \$11,941 | \$17,912  | \$23,883  | \$29,853  |
| Sabine      | 10,469  | 2nd | 10,377  | 0.14786% | 0.8 | 0.66667% | \$0 | \$8,993  | \$11,990 | \$17,986  | \$23,981  | \$29,976  |
| San August  | 8,946   | 2nd | 9,155   | 0.13044% | 0   | 0.00000% | \$0 | \$1,440  | \$1,920  | \$2,880   | \$3,840   | \$4,801   |
| San Jacinto | 22,246  | 2nd | 25,953  | 0.36979% | 1.3 | 1.08333% | \$0 | \$16,043 | \$21,391 | \$32,087  | \$42,782  | \$53,478  |
| San Saba    | 6,186   | 3rd | 6,062   | 0.08637% | 0.3 | 0.25000% | \$0 | \$3,714  | \$4,952  | \$7,428   | \$9,903   | \$12,379  |
| Trinity     | 13,779  | 2nd | 14,340  | 0.20432% | 0   | 0.00000% | \$0 | \$2,256  | \$3,008  | \$4,512   | \$6,016   | \$7,519   |
| Tyler       | 20,871  | 2nd | 21,168  | 0.30161% | 0.4 | 0.33333% | \$0 | \$7,010  | \$9,347  | \$14,020  | \$18,694  | \$23,367  |
| Walker      | 61,758  | 2nd | 64,239  | 0.91530% | 0.3 | 0.25000% | \$0 | \$12,866 | \$17,154 | \$25,731  | \$34,308  | \$42,885  |
| Waller      | 32,663  | 2nd | 38,898  | 0.55424% | 0.8 | 0.66667% | \$0 | \$13,479 | \$17,973 | \$26,959  | \$35,945  | \$44,931  |
| Washington  | 30,373  | 2nd | 32,767  | 0.46688% | 0.2 | 0.16667% | \$0 | \$6,995  | \$9,326  | \$13,989  | \$18,652  | \$23,316  |
| Wharton     | 41,188  | 2nd | 42,262  | 0.60217% | 1   | 1.41667% | \$0 | \$15,903 | \$21,204 | \$31,805  | \$42,407  | \$53,009  |



**REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES**

P. O. Box 2097  
Lubbock, Texas 79408  
Main Phone: (806) 775-5650  
Fax: (806) 775-7954

**CHIEF PUBLIC DEFENDER**  
Jack Stoffregen

**Deputy Public Defender**  
Philip Wischkaemper

**Chief Operating Officer**  
Smiley Garcia

**Office Administrator**  
Elaine Nauert

**Assistant Public Defender**  
William P.H. Boyles  
Mary Elizabeth Conn  
Melissa Franklin  
Anna Maria Jimenez  
Edward Ray Keith, Jr.  
Keri Mallon  
Anthony C. Odiome  
Maxwell C. Peck III  
Dennis R. Reeves  
Matthew Seymour  
Thomas J. "Jay" Wooten  
John E. Wright

**Senior Investigator**  
Albert Miraval

**Investigator**  
Isabel De La Rosa  
Kirk D. Noaker, Sr.  
Rudy O'Brien  
Rodnic Ward  
Miles Weiss


**Senior Mitigator**  
Robert Cowie

**Mitigator**  
Stephanie Bell  
Krista Billig  
Robert Graves  
Roland Hernandez  
Ricardo Jimenez  
Kama Lawrence  
Jordan Parnell  
Patricia Rist  
Marina Rodriguez  
Seth Starkey  
Joseph Ward  
Nicole Williams

**Legal Assistant**  
Malerie Brady  
Berenice De Leon  
Sherri Griffith  
Crystal Morales  
Leticia Noel

January 7, 2014

The Honorable Jacques L. Blanchette  
Tyler County Judge  
100 W. Bluff Street  
Woodville TX 75979

**RECEIVED**  
JAN 13 2014  
BY: 

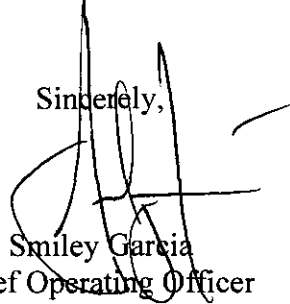
Re: FY 2014 Interlocal Agreement

Dear Judge Blanchette:

Please find enclosed a fully executed copy of the FY 2014 Interlocal Agreement with the Regional Public Defender for Capital Cases for your records.

If you have any questions, please do not hesitate to call our office at the above-number.

Sincerely,

  
Smiley Garcia  
Chief Operating Officer



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Friday  
December 13, 2013  
11:00 a.m.

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

"Managers help people see themselves as they are. Leaders help people to see themselves better than they are." Jim Rohn

> **CALL TO ORDER** → Rusty H. - MM - Janie Mitchell, speaks on bids

- Establish quorum

### I. CONSIDER/APPROVE

A. Awarding of the bid for the construction of the Colmesneil Volunteer Fire Department - M. Marshall

TB - \$412,100.00 - M. Waxman spoke - No reservation on contractors & organization. well chosen MM motion to accept bid JW 2nd

B. A counter offer for Colmesneil VFD location which is part of the Ike Round 2 grant - David Waxman

RH → brings, David Waxman, presents on offer FMV - 100,000.00  
MM motion to accept JW 2nd RH 2nd accepted  
C. Re-appointment of EDS Commissioners  
offer 63,000.00. Re-appointable go along  
speaking on time-range Counter offer.

| ESD #3         | Term               |
|----------------|--------------------|
| Ron Hensarling | 1/1/14 to 12/31/15 |
| Yvonne Goss    | 1/1/14 to 12/31/15 |
| ESD #7         |                    |
| John England   | 1/1/14 to 12/31/15 |
| Lance Seamans  | 1/1/14 to 12/31/15 |
| Donald Schulze | 1/1/14 to 12/31/15 |

MM motion to approve MN - 2nd

All Approve & accepted

D. Interlocal agreement between Tyler County, Texas and Lubbock County, Texas a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital cases in the State Capital Murder Defense Plan - J. Blanchette

RH - MN. motion to approve to RAA - RH. 2nd Approved

Motion adjourn -

### II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

> **ADJOURN**

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on December 13 2013 Time 11:00 AM

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: Katrina Walston (Deputy)

People Absent:

Jacque Blanchette

Donece Gregory

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People Present:

Janie Mitchell @

Goodman Law

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Kurt Brown @ Colmes ESD #17

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Marc Byrd @ Colmesneil -

Kerr

---

Dale Freeman

Lou @ DAISO Office

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Sackie Skennel

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