

**DRAFT FOR APPROVAL**  
***Hall County, Texas***  
***Regular Commissioners' Court Meeting***

**September 8, 2025**

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on September 8, 2025, with the following members present Ray Powell, County Judge, presiding; Ronny Wilson, Commissioner Precinct #1; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover, Commissioner Precinct #4. Other County officials: Pat Snider, County Clerk; Teresa Altman, Tax A/C; Janet Bridges, County Treasurer; Tom Heck, Sheriff; Judy Roten, Judge's Assistant.

**1. OPENING PRAYER.**

- a. The meeting was called to order at 10:00 AM by Judge Powell.
- b. The opening prayer was led by Commissioner Lindsey.

**2. PUBLIC COMMENTS/REQUESTS**

NONE

**3. APPROVAL OF MINUTES OF THE REGULAR MEETING OF AUGUST 11, 2025, AND THE CALLED MEETING OF AUGUST 28, 2025, REGARDING THE COURTHOUSE RESTORATION UPDATE FROM PREMIER COMMERCIAL GROUP**

Motion by Commissioner Wilson and seconded by Commissioner Glover and It is the Order of the Court to approve the minutes of the regular meeting of August 11, 2025, and the August 28, 2025, called meeting. Motion passed unanimously.

**4. REPORTS OF:**

- a. **TREASURER** Bridges presented to court
- b. **SHERIFF/EMC** Heck presented to court, Jailer Position open September 15, 2025
- c. **ROAD & BRIDGE** Terry Lindsey presented to court
- d. **TAX A/C** Altman presented to court.
- e. **COUNTY CLERK** Snider presented to court. Snider presented the Order for the November 4, 2025 General Election. Motion by Commissioner Lindsey and Seconded by Commissioner Glover and it is the Order of the Court to approve the Order of the General Election. Motion carried unanimously.

**Exhibit A**

- f. **J.P. REPORTS** copies presented on paper.

- g. **EXTENSION OFFICE** – JD reported that several 4-H members were showing at the Tri-State Fair. He had a Pool Party to kick the year off. He introduced his new secretary, Susan Proffitt, who started Sept. 2. There was a 4-H meeting on Sunday, Sept. 8, 15 members attended. He is purchasing show pigs and tags.
- h. **TAX APPRAISAL** Paper copy presented to court
- i. **JUDGE'S REPORT** Judge Powell no report  
All monthly reports are on file in the clerk's office.

**5. APPROVE REPORTS**

Motion by Commissioner Proffitt and seconded by Commissioner Glover and It is the Order of the Court to approve the reports. Motion passed unanimously.

**6. APPROVE PAYMENT OF BILLS**

Motion by Commissioner Lindsey and seconded by Commissioner Glover and It is the Order of the Court to approve the payment of bills. Motion passed unanimously.

**7. DISCUSS AND TAKE ACTION ON ADOPTION OF 2025-2026 TAX RATE.**

Motion by Commissioner Proffitt and seconded by Judge Powell and it is the Order of the Court to adopt the approved 25-26 tax rate of .799991 which is effectively a 1.0011763% increase in the 24-25 tax rate of .799051.

**Exhibit B**

**8. DISCUSS AND CONSIDER MOVING \$100.42 FROM THE UNCLAIMED PROPERTY DIVISION, TEXAS COMPTROLLER OF PUBLIC ACCOUNTS TO THE HALL COUNTY CHILD WELFARE BOARD CHECKING ACCOUNT.**

Motion by Commissioner Glover and seconded by Commissioner Lindsey and It is the Order of the Court to approve the moving of \$100.42 from Unclaimed Property to the Hall County Child Welfare Board.  
Motion passed unanimously.

**Exhibit C**

**9. DISCUSS AND CONSIDER SIGNING THE RESOLUTION FOR THE FORMULA GRANT WITH THE TEXAS INDIGENT DEFENSE COMMISSION.**

Motion by Commissioner Glover and seconded by Commissioner Lindsey and It is the Order of the Court to sign the 2026 Hall County Resolution Indigent Defense Grant Program. Motion passed unanimously.

**Exhibit D**

**Break @ 10:28 AM**

**Reconvene @ 10:38 AM**

**10. DISCUSS AND CONSIDER APPROVING THE AGREEMENT BETWEEN HALL COUNTY AND THE REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES.**

Motion by Commissioner Lindsey and seconded by Commissioner Glover and it is the Order of the Court to approve the agreement between Hall County and the Regional Public Defender for Capital Cases. Motion passed unanimously.

**Exhibit E**

**11. DISCUSS AND NOMINATE A CANDIDATE FOR HALL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.**

Motion by Commissioner Lindsey and seconded by Commissioner Glover and It is the Order of the Court to approve the appointment of Gary Proffitt to serve on the Hall County Appraisal District Board of Directors. Motion passed unanimously.

**Exhibit F**

**12. DISCUSS AND CONSIDER SETTING FEES CHARGED BY THE SHERIFF FOR CIVIL MATTERS.**

Sheriff would like to keep the fees as they are for 2026.

Motion by Lindsey and seconded by Judge Powell and it is the Order of the Court to keep the Civil Fees as is for the 2026 year. Motion passed unanimously.

**13. ORDER DESIGNATING DAY OF THE WEEK ON WHICH COURT WILL CONVENE IN A REGULAR TERM.**

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to approve the 2<sup>nd</sup> Monday of each month as the Regular Commissioners Court Meeting day. Motion passed unanimously.

**14. DISCUSSION AND/OR ACTION ON BURN BAN.**

(Currently OFF) No Action. Leave as is.

**15. DISCUSS AND APPROVE AN EXTENSION OF DISASTER DECLARATION BY COMMISSSIONER'S COURT ORDER.**

Motion by Judge Powell and seconded by Commissioner Lindsey and It is the Order of the Court to approve the extension of Disaster Declaration until further notice. Motion passed unanimously.

**Exhibit G**

**16. DISCUSS AND TAKE ACTION ON REQUEST FROM SHERIFF HECK ON SB22 GRANT FUNDING FOR THE SHERIFF'S DEPARTMENT AND/OR JAIL.**

Nothing at this time.

**17. DISCUSS, CONSIDER, AND TAKE ACTION ON THE USE OF EQUIPMENT, MATERIALS, PURCHASES, AND OTHER COUNTY MATTERS, COUNTY WORK, PROJECTS, EXTRA HELP ON HIRING OF ROAD EMPLOYEES ON COUNTY ROADS AND BRIDGES BY COMMISSIONERS IN EACH PRECINT.**

**A. DISCUSS AND APPROVE THE SERVICES WITH FOSTER, LAMBERT & FOARD, LLC. FOR THE 2025 AUDIT.**

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to approve the Services with F, L&F, LLC for the 2025 Audit. Motion passed unanimously.

**Exhibit H**

**B. DISCUSS AND APPROVE THE BOND FOR COUNTY JUDGE. EFFECTIVE SEPTEMBER 1, 2025, THE BOND FOR COUNTY JUDGE INCREASED FROM \$100k TO \$500k, THIS INCREASED THE PRICE OF THE BOND TO \$1,655.**

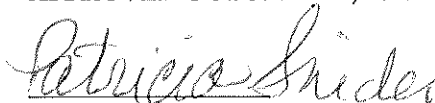
Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to approve the price increase and to take the funds from the Contingency Account. Motion passed unanimously.

**Exhibit I**

**18. ADJOURNMENT**

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and It is the Order of the Court to adjourn the meeting at 11:08 AM. Motion passed unanimously.

**APPROVED OCTOBER 14, 2025**



**Patricia Snider  
Hall County Clerk**

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location (sitio)	Hours (horas)	
ALL PRECINCTS WILL VOTE AT THE MAIN	OCT. 25, 2025	7:00 AM - 7:00 PM
EARLY VOTING LOCATION	OCT. 26, 2025	1:00 PM - 7:00 PM

Applications for ballot by mail shall be mailed to:  
*(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

PATRICIA SNIDER

Name of Early Voting Clerk

*(Nombre del Secretario/a de la Votación Adelantada)*

101 S 9TH ST., SUITE 8

Address (Dirección)

MEMPHIS 79245

City (Ciudad)

Zip Code (Código Postal)

(806) 259-2627

Telephone Number (Número de teléfono)

psnider@co.hall.tx.us

Email Address (Dirección de Correo Electrónico)

www.co.hall.tx.us/page/hall.County.Elections

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:

*(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

10 / 25 / 2025  
 (date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:

*(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)*

10 / 25 / 2025  
 (date)(fecha)

Issued this 17 day of 09, 20 25  
 (day) (month) (year)

*(Emitada este día 17 de 09, 20 25.)*  
 (día) (mes) (año)

Ray Powell  
 Signature of County Judge (Firma del Juez del Condado)

**NOTICE OF PUBLIC HEARING ON TAX INCREASE**

A tax rate of \$.799991 per \$100.00 valuation has been proposed by the governing body of Hall County.

PROPOSED TAX RATE	\$.799991 per \$100
NO-NEW REVENUE TAX RATE	\$.765583 per \$100
VOTER APPROVAL RATE	\$.885236 per \$100

The no-new-revenue tax rate for the 2025-2026 tax year that will raise the same amount of property tax revenue for Hall County from the same properties in both the 2024 tax year and the 2025 tax year

The voter-approval tax rate is the highest tax rate that Hall County may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new revenue tax rate. This means that Hall County is proposing to increase property taxes 2025-2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 8<sup>th</sup> AT 10:00 A.M. AT THE COURTHOUSE ANNEX BUILDING, 101 SOUTH 9<sup>TH</sup>, MEMPHIS, TEXAS.

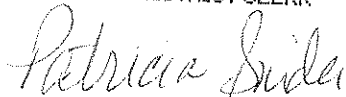
The proposed tax rate is not greater than the voter-approval tax rate. As a result, Hall County is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Commissioners' Court of Hall County by attending the public hearing mentioned above.


YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (taxable value of your property /100 x the tax rate) Example,  
\$100,000 taxable property divided by \$100.00 = \$1,000.00 x .799991 = \$799.99

FOR the proposal: Ray Powell, County Judge, Ronny Wilson, Commissioner Precinct #1, Terry Lindsey, Commissioner Precinct #2, Gary Proffitt, Commissioner Precinct #3, Troy Glover, Commissioner Precinct #4.

FILED 2025 SEP 2 AM 9:03  
HALL COUNTY/DISTRICT CLERK





I move that we adopt our approved 25-26 tax rate of .799991 which is effectively a 1.0011763 % increase in the 24-25 tax rate of .799051. Example:

\$100,000 Taxable entity /100 =\$1,000 x .799991 = \$799.99 (25-26)

\$100,000 Taxable entity /100 =\$1,000 x .799051 = \$799.05 (24-25)



#8

## Exhibit C

Discuss and consider approving \$100.42 from the Unclaimed Property Division Texas Comptroller of Public Accounts to our Child Welfare Board Checking Account.

**Exhibit D**

**2026 Hall County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

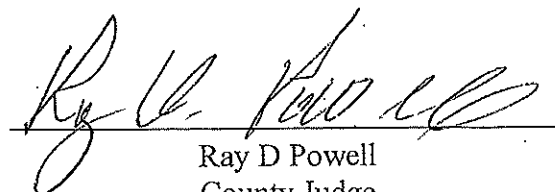
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hall County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hall County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Treasurer is designated as the Financial Officer for this grant.

Adopted this 8<sup>th</sup> day of SEPTEMBER, 2025.

  
Ray D Powell  
County Judge

Attest:

  
County Clerk

**Exhibit E**

**Chief Public Defender**  
Edward Ray Keith, Jr.

**REGIONAL PUBLIC DEFENDER  
FOR CAPITAL CASES**

P.O. BOX 2097  
LUBBOCK, TX 79408  
MAIN: (806)696-3740  
FAX: (806)696-3750



May 30, 2025

The Honorable Ray Powell  
County Judge  
County of Hall  
512 W. Main St.  
Memphis, TX 79245

Via Email: hallcojudge@dtgoftexas.com

RE: FY2026/27 Interlocal Agreement for Capital Cases Program

Honorable Judge Powell:

We want to thank you for your county's continued participation in the Regional Public Defender for Capital Cases (RPDO) program, which provides capital case defense team coverage to your county in the event of a death penalty case. Our program operates on behalf of 179 counties across Texas ensures that Constitutional Standards are met in the most difficult cases while mitigating the impact of expense litigation on county budgets.

SOME GOOD NEWS! Annual participation costs for this biennium are remaining the same as the prior biennium. This means there is no increased annual participation costs from fiscal year 2024.

Be aware that this is an open enrollment year. The new Interlocal Agreement will be sent out in early July and must be considered and approved by your Commissioners' Court. We will need the signed copy returned to us by October 1, 2025.

Please feel free to contact with Amy at asharb@rpdo.org or Elaine enauert@rpdo.org if you have any questions.

Sincerely,

Edward Ray Keith, Jr.

Austin  
(512)756-4621

Dallas  
(972)551-0100

Lubbock  
(806)641-8407

Pearland  
(979)266-7613

San Angelo  
(325)617-5405

San Antonio  
(210)886-8789

## **INTERLOCAL AGREEMENT**

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION ("RPDO")**, and **HALL 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**, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

**WHEREAS**, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Hall County, Texas outlined herein; and

**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 RPDO 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 "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, 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 be represented by the State Counsel for 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.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2025 and continue through September 30, 2026. Thereafter, the agreements shall renew automatically on October 1<sup>st</sup> for one successive one-year term through September 30, 2027, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO 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 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO 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.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

**If to RPDO:**

Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 2097  
Lubbock, Texas 79408  
E-Mail: [rkeith@rpdo.org](mailto:rkeith@rpdo.org)

**If to Participant:**

Honorable Ray Powell County Judge  
Hall County  
512 W. Main St.  
Memphis, Texas 79245  
E-Mail: [ray.powell@co.hall.tx.us](mailto:ray.powell@co.hall.tx.us)

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **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.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **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.
- 2.06 **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.
- 2.07 **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.
- 2.08 **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.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **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.
- 2.11 **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.
- 2.12 **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 in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (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 RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

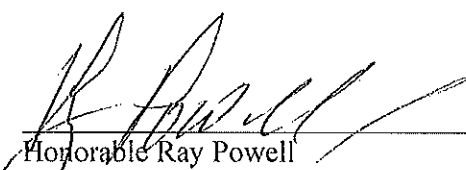
- (c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 8<sup>TH</sup> day of SEPTEMBER, 2025.

REGIONAL PUBLIC DEFENDER  
OFFICE LOCAL GOVERNMENT  
CORPORATION

COUNTY OF HALL

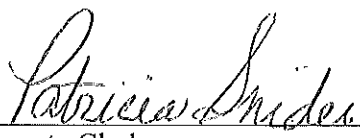
\_\_\_\_\_  
Board Chairman

  
\_\_\_\_\_  
Honorable Ray Powell  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Board Secretary

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

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Edward Ray Keith Jr.  
Chief Public Defender  
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

\_\_\_\_\_  
Slater C. Elza  
Underwood Law Firm  
General Counsel



2026 - 2027  
**NOMINATIONS FOR BOARD OF DIRECTORS**  
**HALL COUNTY APPRAISAL DISTRICT**

Please fax, mail, or email by **October 15, 2025**

**Entity: Hall County**

**Name of Nominee(s)**

GARY PROFFIT  
 \_\_\_\_\_  
 \_\_\_\_\_

**Board Qualifications:**

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district. Member has not engaged in appraising property or represented property owners for compensation in the preceding three years. Member currently has NO delinquent taxes.

Signature

Date

**Votes for each entity:**

Hall County	2460
City of Estelline	10
City of Lakeview	15
City of Memphis	335

City of Turkey	60
Memphis – Lakeview ISD	1545
Turkey – Quitaque ISD	575

  
 Gina Chavira, CCA, CTA  
 Chief Appraiser

**EXTENSION OF DISASTER DECLARATION COMMISSIONERS COURT  
ORDER**

WHEREAS, on May 9<sup>th</sup>, 2025, the Honorable Judge Ray Powell issued a proclamation declaring a state of disaster for Hall County resulting from:

Significant and widespread rainfall over a two-week period, beginning April 22<sup>nd</sup>, has resulted in flash flooding and ongoing flood conditions.

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision.

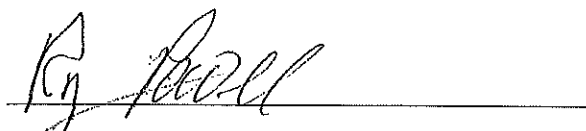
NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT of HALL COUNTY:

1. That the state of disaster proclaimed by the County Judge on May 9<sup>th</sup>, 2025, shall continue another 30 days until terminated by order of the commissioner's court.

2. This ordinance is passed as an emergency measure and pursuant to [local authority for emergency measures] and shall become effective on the 8th day of September, 2025.

PASSED AND ADOPTED, this 8<sup>th</sup> day of September, 2025.

APPROVED, this 8<sup>th</sup> day of September, 2025.

A handwritten signature in black ink, appearing to read "Ray Powell", is written over a horizontal line.

The Honorable Judge Ray Powell

*Foster, Lambert & Foard, L.L.C.* Certified Public Accountants

Denise Foster C.P.A.  
Tracy Lambert C.P.A.  
April Foard C.P.A.

305 Main St., P.O. Box 329  
Quanah, Texas 79252  
940-663-5791

August 27, 2025

Honorable Judge Ray Powell  
Hall County, Texas  
101 S Ninth St. Ste 4  
Memphis, Texas 79245

We are pleased to confirm our understanding of the services we are to provide Hall County, Texas for the year ended September 30, 2025.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Hall County, Texas as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hall County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hall County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures, and changes in Fund Balances—Budget to Actual
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Hall County, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted

RESPONSE:

This letter correctly sets forth the understanding of Hall County, Texas.

Management signature: R. A. Powell

Title: County Judge

Date: 9-8-25



PO Box 1299  
Amarillo, TX 79105-1299  
Phone: (806) 468-0400  
Email: upshaw@upshaw-insurance.com

Invoice # 34410	Page 1 of 1
Account Number	Date
HALLCOU-01	9/3/2025
BALANCE DUE ON	CSR
9/24/2025	Lauren Lane
AMOUNT PAID	Amount Due
	\$1,655.00

Please use this secure link to make payment:

<https://upshaw.appliedpay.com/>

**Hall County**  
**512 West Main Ste 4**  
**Memphis, TX 79245-3343**

Public Official Bond	PolicyNumber: TX625556	Effective: 12/31/2022 to 12/31/2026
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
363059	9/1/2025	9/24/2025	ENDT	Ray Powell: Increase bond limit to \$500k	\$1,655.00
<b>Total Invoice Balance:</b>					<b>\$1,655.00</b>

PLEASE RETURN ONE COPY OF INVOICE WITH YOUR PAYMENT. PAYMENT IS DUE WITHIN 10 DAYS FROM THE INVOICE DATE. A 5% LATE FEE WILL BE ADDED IF PAYMENT IS NOT RECEIVED BY THE DUE DATE. NOTICE OF CANCELLATION WILL BE SENT IF PAYMENT HAS NOT BEEN RECEIVED WITHIN 30 DAYS OF INVOICE DATE. IF PAYMENT IS NOT RECEIVED BY THE 40TH DAY AFTER THE INVOICE DATE, THE POLICY WILL BE CANCELLED.