

COMMISSIONERS COURT AGENDA
Tuesday, January 21, 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, January 21, 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:

PRESENTATIONS

1. Receive the Distinguished Budget presentation award from the Government Finance Officers Association.
2. Receive delinquent tax collection report and presentation from the Linebarger law firm.
3. Receive presentation and update regarding the Smith County Courthouse and Parking Garage Construction project.

COURT ORDERS

COMMISSIONERS COURT

4. Consider and take necessary action to adopt a resolution supporting the efforts of the Tyler Area Chamber of Commerce Veterans Committee to have the State of Texas name a portion of U.S. Highway 69 as Veterans Memorial Highway.
5. Consider and take necessary action to approve a reconciliation change order and authorize the final payment and acceptance of the Parking Garage (Phase 1 of voter approved Courthouse Bond package) and authorize the county judge to sign all related documentation.
6. Consider and take necessary action to reappoint representatives to the Andrews Center Board of Directors Position #8 for a two-year term ending October 31, 2026, and authorize the county judge to sign all related documentation.
7. Consider and take necessary action to establish the Smith County Historical Commission and appoint commissioners pursuant to Chapter 318 of the Texas Government Code and authorize the county judge to sign all necessary documentation.
8. Consider and take necessary action to approve a professional services consulting agreement with Petty & Associates, Inc. for economic development consulting for Smith County, and authorize the county judge to sign all necessary documentation.
9. Consider and take necessary action to approve a Professional Services Agreement with FMD Architects, Inc. dba Shelter Partners of America for a Smith County Animal Shelter needs assessment study, with a maximum price not to exceed \$16,000, and authorize the county judge to sign all necessary documentation.
10. Receive the 2024 Racial Profiling Report and Exemption in accordance with Texas Code of Criminal Procedure, Chapter 2B for the following Smith County Law Enforcement Agencies:
 - a. Smith County Constable Precinct 4,
 - b. Smith County Constable Precinct 5; and
 - c. Smith County Criminal District Attorney's Office.

INFORMATION TECHNOLOGY

11. Consider and take necessary action to approve an agreement between Smith County and CSC Holdings, LLC on behalf of Cequel Communications, LLC DBA Optimum/Optimum Business, and authorize the County Judge to sign all related documentation.

COUNTY CLERK

12. Consider and take necessary action to approve the (1) one-year renewal option with GOVOS, formerly Kofile for RFP-11-20 Land and Vital Records Management System and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK

13. Accept Commissioners Court minutes for December 2024.
14. Receive Commissioners Court recordings for December 2024.

ROAD AND BRIDGE

15. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for the Smith Addition, Precinct 1,
 - b. Final Plat for the Webb Addition, Precinct 4,
 - c. Final Plat for Gavins Ridge, Precinct 3,
 - d. Final Plat for the V. Walker Addition, Precinct 4; and
 - e. Re-Plat for the Oak Hills Addition, lots 17A, 17B and 17C, Precinct 3.
16. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 24, CenterPoint Energy, install gas line, Precinct 3,
 - b. County Road 2171, 1302, 2173, 2174, 2283, 2217, Frontier Communications, road bore to install aerial and underground fiber optic cable with pedestals and vaults, Precinct 2,
 - c. County Road 2173, 2328, 2323, 2195, 2294, 129, 1293, Frontier Communications, road bore to install aerial and underground fiber optic cable with pedestals and vaults, Precinct 2,
 - d. County Road 4135, Carroll Water Supply, install 4" of water line, Precinct 4; and
 - e. County Road 383, Texas Land Company LLC, install water line, Precinct 3.

AUDITOR'S OFFICE

17. Accept monthly Auditor/Treasurer report and Executive Summary for December 2024.
18. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

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: 1/17/2025

Time: 3:00 p



Posted By: Jennafer Bell

NEAL FRANKLIN, COUNTY JUDGE

1

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

Submission Date: 01/13/2025	Submitted by: Casey Murphy
Meeting Date: 01/21/2024	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Presentation: Budget Award	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive the Distinguished Budget Presentation Award from the Government Finance Officers Association.	
Background: Smith County has received the Distinguished Budget Award each year since the early 2000s.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

January 09, 2025

Kari Perkins
Budget Officer
Smith County, Texas

Dear Kari:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning October 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Smith County
Texas**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morrill

Executive Director

2

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 11/6/2024	Submitted by: Jennafer Bell
Meeting Date: 1/21/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Presentation - Linebarger law firm	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive delinquent tax collection report and presentation from the Linebarger law firm.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Name:	Email:
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Name:	Email:

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LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
1517 West Front Street
Suite 202
TYLER, TEXAS 75702

903-597-2897
FAX 903-597-2402

November 5, 2024

Judge Neal Franklin
200 East Ferguson St.
Tyler, Texas 75710

Commissioner Pct. 1 Pam Frederick
Commissioner Pct. 2 John Moore
Commissioner Pct. 3 Terry Phillips
Commissioner Pct. 4 Ralph Caraway Sr.

Gary B. Barber, Tax Assessor-Collector

Ann Wilson, Auditor

Judge Franklin, Commissioners, Mr. Barber, and Ms. Wilson:

This is the end of the tax year, July 1, 2023 through June 30, 2024, report of the actions our firm has taken on your behalf to collect delinquent taxes. This report contains information on tax collections for the previous year, the top delinquent accounts on your tax roll, and the status of accounts in collections. Current collections for this tax year are running at slightly higher collection rates to date as last year this time. Delinquent collections have remained high and steady overall and that is good news for your revenue stream.

The local and state economies are running steady at this point with strong headwinds from higher interest rates and consumer felt inflation. As we monitor bankruptcies we do see increased bankruptcy filings in certain areas and a significant softening of the labor market. Overall for our area oil and gas prices are steady. Our region and our tax rolls contain a large oil and gas industry and we expect to see growth in this sector. The East Texas Economy continues to grow as we see in our overall property values, building, and growth in the manufacturing and health care sectors.

We continue to contact delinquent taxpayers, file suits, take judgments and set properties for a tax sale when all other efforts fail in order to collect. We are working with the Smith County tax office to set up payment agreements where appropriate, give consideration for extended payment terms where necessary, and rebound from the backlog following the Texas Attorney General and Court's recent moratorium on evictions.

To this effort we have conducted tax sales, we have offered longer-term payment plans on homesteads and file suits and complete service of process on known homesteads where our other attempts to seek payment have failed. We have assisted taxpayers to file for delinquent tax payment grants under the Texas Homeowners Assistance Fund Program administered by the Texas Department of Housing and Community Affairs. These funds are for homeowners in danger of foreclosure due to a loss of income during the Covid 19 crisis. To date we have assisted 342 taxpayers to receive \$3,170,702 in grants to pay taxes on their homes in Smith County. See: www.texashomeownerassistance.com

Enclosed is a report of current and delinquent property tax collections and a summary of the top delinquent accounts for your entity in Smith County by tax amount due that have been turned over to us for collection. Each account on this list has notations of the current status of our collection efforts, along with tax years due, the tax amount due and other comments concerning our collection efforts. The overall tax collection rate for your district for tax year 2023 (July 1, 2023-June 30, 2024) is also included.

I will be happy to present to your entity our firm's collection program and this collection report, or answer any other questions that you may have regarding delinquent tax collections. Please contact me if I can be of any further assistance.



Jim L. Lambeth, Capital Partner
Linebarger Goggan Blair & Sampson, LLP
1517 West Front St. Suite 202
Tyler, Texas 75702



Smith County

Delinquent Tax Collection Report

Reporting Period

07/01/2023 - 06/30/2024

Jim L. Lambeth, Capital Partner

jim.lambeth@lgbs.com

903.597.2897

Olga Salinas, Area Manager

olga.salinas@lgbs.com

903.597.2897

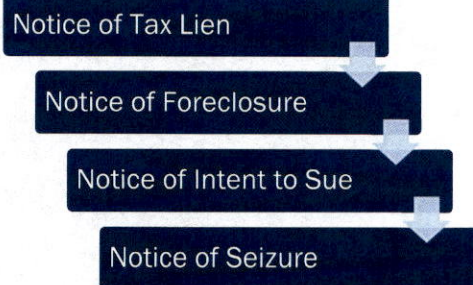
OVERVIEW

The following is a detailed report of the collection process and results that Linebarger has achieved for **Smith County** for the period of **07/01/2023 - 06/30/2024**. Should there be any questions regarding our various collection methods, litigation processes, and/or our collection results, please contact Jim L. Lambeth, Capital Partner and Olga Salinas, Area Manager for a more thorough discussion.

MAILINGS

During this reporting period, Linebarger has continued its mailing program to ensure that delinquent taxpayers are aware that they owe taxes to **Smith County**. On behalf of **Smith County**, we have mailed **112,282** warning notice letters in increasing severity of tone to delinquent taxpayers, requesting the payment the delinquent tax balance. Every taxpayer on your delinquent roll with a current address has heard from us several times.

Along with our regular mailings, we have prepared and mailed various specialized letters on behalf of **Smith County**. The following letters were strategically mailed throughout this reporting period and targeted carefully selected delinquent accounts.



We are pleased to report that these letters were very effective and produced favorable results. Several taxpayers who received our letters either paid their taxes in full or entered into a payment agreement with **Smith County**.

LITIGATION

The following provides an overview of the litigation results for **Smith County**. Additional detail for each type of litigation is available below.

Litigation Results for Smith County (07/01/2023 - 06/30/2024)		
Litigation Type	Action	Amount
New Lawsuits	176 petitions against 235 accounts	\$270,394.86
Tax Warrants	1 warrant against 1 account	\$1,353.37
Paid Dismissals	138 suits 213 accounts	\$199,586.17
Judgments Taken	133 suits 199 accounts	\$275,028.32
Released Judgments	1 suit 5 accounts	\$1,779.43
Pending Suits	135 suits 175 accounts	\$197,159.22

New Lawsuits

If requests for payment and all other negotiations fail, we file lawsuits on behalf of **Smith County**. During this reporting period, we filed **176** petitions involving **235** accounts to collect a total of **\$270,394.86** in delinquent taxes, penalties, and interest.

Tax Warrants

When taxpayers refuse to pay following our notice letters and all other negotiations, in some cases we file tax warrants on behalf of our clients. Tax warrants allow taxing entities to seize certain types of property if special conditions are met. During this reporting period, we have filed **1** application for tax warrants against **1** account seeking the collection of **\$1,353.37** in delinquent taxes, penalties, and interest.

Dismissals

There are many instances where a defendant in an ad valorem tax suit has been served with citation and subsequently pays their taxes in full. After taxes and court costs are paid, we file a motion to dismiss the lawsuit. During this reporting period, we dismissed **138** because taxpayers fully paid their taxes, resulting in the collection of **\$199,586.17**.

Judgments

Courtroom judgments are court orders that decide the result of a lawsuit. If a judgment is entered against a taxpayer, Linebarger will have stronger tools to collect the debt. Courtroom judgments have been taken in **133** lawsuits involving **\$275,028.32** in delinquent taxes, penalties and interest. These judgments included foreclosures on **199** accounts of real and personal property.

Released Judgments

After the court grants a judgment, we again notify the delinquent taxpayers and lienholders in an effort to collect the judgment. Upon payment of the taxes and all costs, we will request that the court enter a release of judgment. During this reporting period, we have released **1** judgment, resulting in the collection of **\$1,779.43**.

Pending Lawsuits

Currently, there are **135** pending suits on file with the District Clerk. Through these suits, we seek to collect a total of **\$197,159.22** in delinquent taxes, penalties, and interest.

POST JUDGMENT COLLECTIONS

Tax Sales

When efforts to collect on our judgments fail to yield payment of the delinquent taxes, penalties and interest, we advertise and post properties for sale through taxsales.igbs.com, our tax sale website. During this reporting period, we posted **85** tracts of property for tax sale, resulting in **\$1,816,547.73** being collected on those judgments and prorated among all taxing entities.

Property Details



11263 Fm 16 E, Tyler TX 75706-3048 ★

County: SMITH COUNTY
 Sale Type: Sale
 Sale Date: 10/1/24 10:00 AM
 Account Number: 10000054500004020
 Adjudged Value: \$89,567.00
 Est. Minimum Bid:
 Status: Scheduled for Auction

[Link to Online Auction Site](#)

Sale Information

Sale Number: 3
 Book Number:
 Writ Number:
 Cause Number: 25.639-A
 Court Number: 7
 Precinct:
 Case Style: WINONA INDEPENDENT SCHOOL DISTRICT, ET AL VS BARBARA N. CURTIS, AKA BARBARA NELL BROOKS, ET AL
 Judgment Date: 3/26/21
 Legal Description: 1.00 acre, more or less, ABST A0545 T KING TRACT 4B (000001.0000) **more...**
 Property Type: REAL PROPERTY
 Class Code:
 School District: Winona ISD
 Struck Off Amount:
 Struck Off Date:
 Sale Notes: No notes available



Use this QR code to view the taxsales.igbs.com website; in the drop box enter Smith County

COLLECTION

Top 25 Delinquent Accounts

In order to maximize our collection efforts on behalf of **Smith County**, our law firm regularly monitors and reviews the delinquent accounts on your tax roll. We always try to target the largest delinquent accounts first and work down the roll by descending dollar amount. Below is a list of the top **25** delinquent taxpayers for **Smith County**.

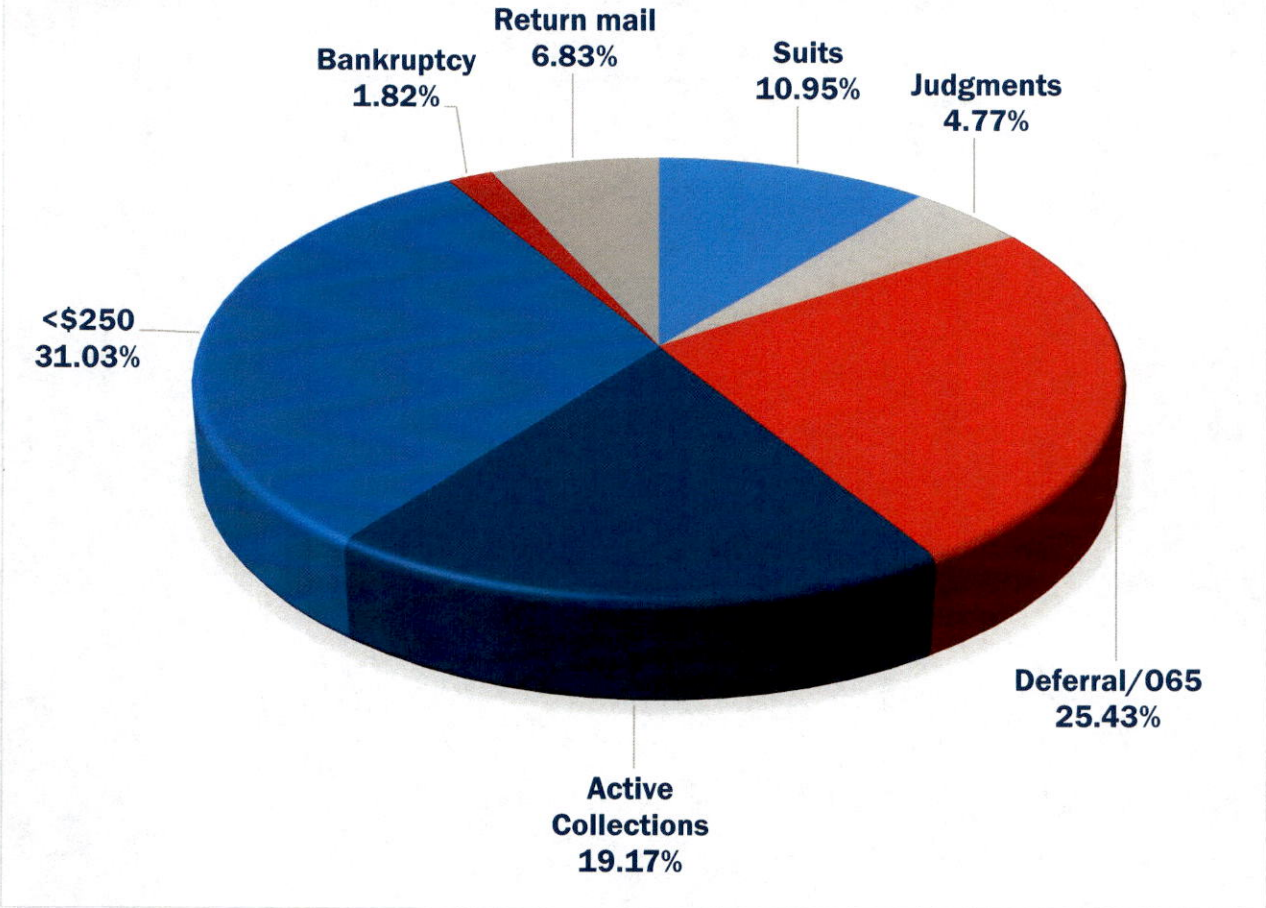
Top 25 accounts Smith County 2023 Tax Year				
	Name	Account #	Amount	Current Status
1	Breitbart Operating LP	066288860000W001001	\$46,001.04	PAID
2	Avalon Place Trust	181281000200115000	\$35,339.59	Suit Filed
3	Sarahshua Enterprise LLC	150000120000022020	\$29,035.91	Suit Filed, SOLD
4	Manziel Nolan E Etal	150000083623014000	\$24,901.33	PAID
5	Ford James M & Doris Sims	100000056600004010	\$18,148.97	Tax Deferral
6	Birdies In The Pines LLC	145100000000000000	\$12,872.04	Suit Filed
7	Olp Havertportfolio LP	150000129200004020	\$12,119.49	PAID
8	S F K R LLC	150000093500005030	\$10,628.37	PAID
9	Ridge Wireline LLC	40100150932000	\$9,844.92	PAID
10	Greenlaw Lindale Properties LLC	116161000000002000	\$9,577.05	PAID
11	Picosa Arroyo Revocable Trust	100000054000003002	\$9,441.56	PAID
12	Richardson Steve & Sheri Culverhouse	100000036404080020	\$8,899.65	Bankruptcy
13	Kennedy John & Donna	100000000700007000	\$8,697.33	Suit Filed, Set for Trial
14	Shiloh OTM Harmony LP	150000154400006000	\$8,246.98	PAID
15	Good Donna	150000103211009000	\$8,100.12	PAID
16	Bishop Cody D & Gay Nell	158450000400025000	\$7,951.68	Tax Deferral
17	Deramo Mary Jane	150000153920013000	\$7,949.60	Tax Deferral
18	West Village Realty LLC	150000166200005030	\$7,942.10	PAID
19	Howes Charles Robert Jr & Susan	180095000300012000	\$7,477.80	Tax Deferral
20	Caldwell Gene W & Dorothy T	150000154200003010	\$7,432.35	Tax Deferral
21	Jones Family Trust	150000085200134020	\$7,391.93	PAID
22	Crowe Rickey L & Eddie Mae	179947000000036000	\$7,216.44	Tax Deferral
23	Venable Michael & Connie	150000072200114010	\$7,097.71	PAID
24	Aramark Uniform & Career Apparel Inc	150000085501023160	\$6,671.06	PAID
25	Baumgartner David G & Cheryl	130014000300013000	\$6,197.70	Tax Deferral

Total Tax Collections

Smith County has collected just over **\$87,898,157.91** in current and delinquent taxes, penalties and interest for during this reporting period.

Delinquent Tax Collection Percentages					
Year Range	Original Levy	Base Tax Collections	% of Levy Collection w/o P/I	Taxes & P/I Collected	% of Levy Collected w/ P/I
2023-2024	\$86,778,742.12	\$86,119,430.35	99.24%	\$87,498,157.91	100.82%

SMITH COUNTY DELINQUENT TAX ROLL STATUS OF ACCOUNTS THROUGH JUNE 2024



CONCLUSION

Linebarger will continue to pursue what has developed into a sound collection program. This will include continuous address and contact information research. We will prosecute the pending suits to conclusion, writing demand letters on a regular basis, and file additional suits in those cases where our letters and request for payment have been ignored. We will also continue working closely with you to provide assistance and advice in all property tax matters, including changes in the law by the Legislature to the Property Tax Code, Truth in Taxation education, and education and training for your staff and tax office professionals who work on your behalf.

As always, if there are any questions about this report or you desire a different format of presentation, please do not hesitate to contact me. We look forward to continuing our association with **Smith County** and we have genuinely appreciated the opportunity to work with you and for you during the past years.

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/17/2025	Submitted by: T. Wilson
Meeting Date: 01/21/2025	Department: Commissioners Corut
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Courthouse and Parking Garage Construction Presentation	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive presentation and update regarding the Smith County Courthouse and Parking Garage Construction project.	
Background: Fitzpatrick Architects and HOAR Construction will provide an update on the status of the construction of the voter approved parking garage, courthouse, old court demolition, and new plaza/square. This update will include a discussion of the design, costs, and proposed schedule.	
Financial and Operational Impact: \$179,000,000.00 voter approved bond (November 2022)	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
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Agenda Item # _____

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/10/2025	Submitted by: Casey Murphy
Meeting Date: 01/21/2024	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Resolution of Support for Veterans Memorial Highway	
Agenda Category: <input type="checkbox"/> Briefing Session <input type="checkbox"/> Recurring Business <input type="checkbox"/> Court Orders <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/> Executive Session	
Agenda Wording: Discuss and take necessary action to adopt a resolution supporting the efforts of the Tyler Area Chamber of Commerce Veterans Committee to have the State of Texas name a portion of U.S. Highway 69 as Veterans Memorial Highway.	
Background: The Tyler Area Chamber of Commerce Veterans Committee asked the Smith County Commissioners Court for a resolution of support to name a portion of U.S. Highway 69, from South Loop 323 in Tyler to the City of Bullard, as Veterans Memorial Highway. The initiative is also being supported by the East Texas Council of Governments and will be decided by the Texas Legislature.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Casey Murphy	Email: cmurphy@smith-county.com
Name: Neal Franklin	Email: nfranklin@smith-county.com
Name:	Email:
Name:	Email:

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RESOLUTION

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

WHEREAS, the Smith County Commissioners Court recognizes the invaluable contributions of veterans who have served our nation with honor and sacrifice; and

WHEREAS, the Smith County Commissioners Court fully supports the designation of a portion of U.S. Highway 69, extending from South Loop 323 in Tyler to the city limits of Bullard, Texas, as the Veterans Memorial Highway; and

WHEREAS, this designation is being pursued by the Tyler Area Chamber of Commerce Veterans Committee with the support of CAMP V, the go-to resource center for veterans in Smith County, and the East Texas Council of Governments; and

WHEREAS, East Texas is home to the second-largest concentration of veterans in the State of Texas, according to a study conducted in 2016 by Texas State University on behalf of the Texas Veterans Commission; and

Whereas, the Tyler Metropolitan Statistical Area (MSA) is expected to receive the distinction of becoming the first Veteran-Friendly City Designation in the State of Texas by the East Texas Council of Governments, further highlighting the region's dedication to honoring veterans and their families.

NOW, THEREFORE, BE IT RESOLVED, that the Smith County Commissioners Court hereby expresses its full support for the establishment and state designation of the portion of U.S. Highway 69, from South Loop 323 in Tyler to the city limits of Bullard, Texas, as the Veterans Memorial Highway.

WITNESS OUR HANDS THIS 21st day of January 2025

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/13/2025	Submitted by: Jaye Latch
Meeting Date: 01/21/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Final Payment and Acceptance of Parking Garage	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a reconciliation change order and authorize the final payment and acceptance of the Parking Garage (Phase 1 of voter approved Courthouse Bond package) and authorize the County Judge to sign all related documentation.	
Background: On October 17, 2024 Commissioners Court approve the Guaranteed Maximum Price of \$14,057,271.00 for the Parking Garage, which is Phase 1 of the new Courthouse Bond Project. The project came in \$235,284.00 under budget and this item is requesting the court to approve a change order to reduce the contract amount by the amount of savings and authorize the final payment and acceptance of the parking garage. The savings results in a final cost of the parking garage of \$13,821,987.00.	
Financial and Operational Impact: Courthouse Bond Funds	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: jlatch@smith-county.com	Email: twilson@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 # _____

APPLICATION FOR PAYMENT - COVER SHEET

APPLICATION FOR PARTIAL PAYMENT No. **017**

Owner Project No. **01-24**

For the Period: **December 1, 2024**

To: **December 31, 2024**

Inclusive

Project Name: **Smith County Courthouse & Parking Facility**

Contractor Name: **Hoar Construction, LLC**

	Pre-Construction Services	+	Construction Services - Phase 1 Parking Facility	+	Construction Services - Phases 2 & 3 Courthouse	=	Total Contract Amount
	<i>Hoar Opp #230106</i>		<i>Hoar Job #4731</i>		<i>Hoar Job #TBD</i>		
	<i>Smith County PO#</i>		<i>Smith County PO#</i>		<i>Smith County PO#</i>		
	<hr/>		<hr/>		<hr/>		
1 Original Contract Amount:	\$ 205,000.00		\$ 14,057,271.00		\$ 0.00		\$ 14,262,271.00
2 Net Approved Change Orders:	\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
3 Current Contract Amount:	<u>\$ 205,000.00</u>		<u>\$ 14,057,271.00</u>		<u>\$ 0.00</u>		<u>\$ 14,262,271.00</u>
4 Total Completed To Date:	\$ 205,000.00		\$ 13,821,987.00		\$ 0.00		\$ 14,026,987.00
5 Less Retainage Held To Date:	<i>N/A</i>		\$ 0.00		\$ 0.00		\$ 0.00
6 Total Net Earned Amount:	<u>\$ 205,000.00</u>		<u>\$ 13,821,987.00</u>		<u>\$ 0.00</u>		<u>\$ 14,026,987.00</u>
7 Less Previous Payments:	\$ 205,000.00		\$ 13,805,922.77		\$ 0.00		\$ 14,010,922.77
8 Current Payment Due (For Each Part)	\$ 0.00		\$ 16,064.23		\$ 0.00		\$ 16,064.23
9 Balance To Finish, Including Retainage: <i>(line 3 less line 6)</i>	\$ (0.00)		\$ 235,284.00		\$ 0.00		\$ 235,284.00

Smith County:
Name:

Smith County:
Name:

Date:

Date:

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

<p>TO: Smith County Texas 200 E Ferguson St. Tyler, TX 75702</p> <p>FROM: Hoar Construction, LLC 3721 S Stonebridge Dr., Suite 602 McKinney, TX 75069</p>	<p>PROJECT: Smith County Courthouse & Parking Facility 210 E Ferguson Street Tyler, TX 75702</p> <p>ARCHITECT: Fitzpatrick Architects 110 N College St., Suite 100 Tyler, TX 75703</p>	<p>APPLICATION NO: 017</p> <p>PERIOD FROM: December 1, 2024 PERIOD TO: December 31, 2024</p> <p>CONTRACT DATE: July 5, 2023</p> <p>APPLICATION DATE: January 9, 2025</p>	<p>HOAR JOB # 4731</p> <p>OWNER JOB # 01-24</p> <p>DISTRIBUTE TO: X Architect X Owner Contractor</p>
<p>CONTRACT FOR: GENERAL CONSTRUCTION</p>			

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months	ADD	DEDUCT	
TOTAL			
Approved this month			
Number	Date Approved		
TOTALS	\$0		\$0
Net change by Change Orders			\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hoar Construction, LLC

BY: [Signature] DATE: January 9, 2025

1. Original Contract Sum	\$	\$14,262,271.00
2. Net change by change orders	\$	\$0.00
3. Contract sum to date(line1+2)	\$	\$14,262,271.00
4. Total completed & Stored to date (Column F)	\$	\$14,026,987.00
5. Retainage:		
a. 5% of contract (Column D + E)	\$	\$2,500.00
b. 5% of stored materials (Column F)	\$	\$0.00
Total Retainage (5a+5b)	\$	\$0.00
6. Total earned less retainage (Line 4 Less Line 5)	\$	\$14,026,987.00
7. Less previous certificates for payment(line 6 previous certificate)	\$	\$14,010,922.77
8. Current Payment Due	\$	\$16,064.23
9. Balance to finish, plus retainage (Line 3 less line 6)	\$	\$235,284.00

Retainage of \$2,500 from Pay App 16 Signage Line Item Released Below

State of: Texas County of: Collin
 Subscribed and sworn to before me this: 9th day of January 2025
 Notary Public:

My Commission expires



[Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 16,064.23

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:

[Signature]

Date: 1/10/25

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Smith County Courthouse and Parking Facility - Schedule of Values

Hoar Project No: 230106 (Opportunity) 4731 (Parking Garage)					Contract Number: 01-23				
Project Name: Smith County Courthouse and Parking Facility					Project Address: 210 E Ferguson Street, Tyler, TX 75702				
Construction Manager Name: Hoar Construction, LLC					Application For Payment Number: 017				
Date: December 3, 2024					Application Period: From December 1, 2024 To December 31, 2024				

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Spec Section / Bid Package	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial Proposed Line Item Values	Additional Services / GMP Change Order Values	Actual Subcontract Amount at Buyout	Delta (Proposed to Actual)	RTA # (If Applicable) and/or Subcontractor Name	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent	Current Application		Total Amount Completed To Date & Percent	Retainage (5%)	
									L	H / G			L + H

Pre-Construction Services (Hoar Opp #230106) (Smith County PO # _____)													
Parking Facility (Phase 1)													
	Design Development	\$ 21,350	\$ -	\$ 21,350	\$ -		\$ 21,350	\$ 21,350	100%	\$ -	0%	\$ 21,350.00	100%
	GMP Development	\$ 34,170	\$ -	\$ 34,170	\$ -		\$ 34,170	\$ 34,170	100%	\$ -	0%	\$ 34,170.00	100%
Courthouse (Phases 2 & 3)													
	Schematic Design	\$ 21,350	\$ -	\$ 21,350	\$ -	N/A	\$ 21,350	\$ 21,350	100%	\$ -	0%	\$ 21,350.00	100%
	Design Development	\$ 25,630	\$ -	\$ 25,630	\$ -		\$ 25,630	\$ 25,630	100%	\$ -	0%	\$ 25,630.00	100%
	Construction Documents	\$ 17,080	\$ -	\$ 17,080	\$ -		\$ 17,080	\$ 17,080	100%	\$ -	0%	\$ 17,080.00	100%
	GMP Development	\$ 34,170	\$ -	\$ 34,170	\$ -		\$ 34,170	\$ 34,170	100%	\$ -	0%	\$ 34,169.67	100%
	Pre-Construction Services - Other Costs	\$ 51,250	\$ -	\$ 51,250	\$ -		\$ 51,250	\$ 51,250	100%	\$ -	0%	\$ 51,250.33	100%
	Additional Services	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	0%	\$ -	0%
	Pre-Construction Services Subtotal	\$ 205,000	\$ -	\$ 205,000	\$ -		\$ 205,000	\$ 205,000	100%	\$ -	0%	\$ 205,000.00	100%

Construction Services - Parking Garage (Phase 1) (Hoar Job #4731) (Smith County PO # _____)													
General Conditions - Parking Garage (Phase 1)													
Staffing													
	PM Staff (PX, SPM, PE, BIM Manager)	\$ 389,562	\$ -	\$ 448,363	\$ (58,801)		\$ 448,363	\$ 448,363	100%	\$ -	0%	\$ 448,363.27	100%
	Field Staff (General Super, Project Super)	\$ 231,296	\$ -	\$ 263,795	\$ (32,499)		\$ 263,795	\$ 263,795	100%	\$ -	0%	\$ 263,794.65	100%
	Scheduler	\$ 24,700	\$ -	\$ 14,544	\$ 10,156		\$ 14,544	\$ 14,544	100%	\$ -	0%	\$ 14,543.59	100%
	Support Staff (FOA & PM Admin)	\$ 57,800	\$ -	\$ 55,227	\$ 2,573		\$ 55,227	\$ 55,227	100%	\$ -	0%	\$ 55,226.64	100%
	Quality & Safety Staff	\$ 13,200	\$ -	\$ 25,582	\$ (12,382)		\$ 25,582	\$ 25,582	100%	\$ -	0%	\$ 25,581.56	100%
Bonds and Insurance													
	General Liability Insurance (1.1% of GMP Contract Sum)	\$ 154,630	\$ -	\$ 151,893	\$ 2,737		\$ 151,893	\$ 150,998	99%	\$ 894.65	1%	\$ 151,892.65	100%
	Builder's Risk Insurance	\$ 8,631	\$ -	\$ 8,835	\$ (204)		\$ 8,835	\$ 8,578	97%	\$ 257.00	3%	\$ 8,835.00	100%
	Hoar Payment and Performance Bonds	\$ 107,372	\$ -	\$ 106,912	\$ 460		\$ 106,912	\$ 106,912	100%	\$ -	0%	\$ 106,912.00	100%
Other													
	Project Staff - Relocation, Out of Town Living Stipends	\$ 99,746	\$ -	\$ 78,727	\$ 21,019		\$ 78,727	\$ 78,727	100%	\$ -	0%	\$ 78,726.92	100%
	Project Staff - Travel Costs	\$ 40,980	\$ -	\$ 33,686	\$ 7,294		\$ 33,686	\$ 33,686	100%	\$ -	0%	\$ 33,685.89	100%
	Project Staff - Phone & Tablet Service Charges	\$ 7,200	\$ -	\$ 4,852	\$ 2,348		\$ 4,852	\$ 4,852	100%	\$ -	0%	\$ 4,851.93	100%
	Drayage / Shipping, Document Printing	\$ 12,062	\$ -	\$ 2,898	\$ 9,164		\$ 2,898	\$ 2,898	100%	\$ -	0%	\$ 2,897.56	100%
	Project Signage	\$ 5,600	\$ -	\$ 1,393	\$ 3,607		\$ 1,393	\$ 1,393	100%	\$ -	0%	\$ 1,393.30	100%
	Jobsite Office - Setup Office	\$ 7,500	\$ -	\$ 4,354	\$ 3,146		\$ 4,354	\$ 4,354	100%	\$ -	0%	\$ 4,354.40	100%
	Jobsite Office - Office Furnishings	\$ 4,272	\$ -	\$ 10,744	\$ (6,472)		\$ 10,744	\$ 10,744	100%	\$ -	0%	\$ 10,744.11	100%
	Jobsite Office - Copier & Service, Computer(s) & Accessories	\$ 11,302	\$ -	\$ 22,906	\$ (11,604)		\$ 22,906	\$ 22,906	100%	\$ -	0%	\$ 22,906.04	100%
	Jobsite Office - Office Supplies	\$ 6,000	\$ -	\$ 10,011	\$ (4,011)		\$ 10,011	\$ 10,011	100%	\$ -	0%	\$ 10,010.53	100%
	Jobsite Office - Temporary Data Service Charge	\$ 3,600	\$ -	\$ 659	\$ 2,941		\$ 659	\$ 659	100%	\$ -	0%	\$ 658.63	100%
	Temporary Toilets & Handwashing	\$ 15,663	\$ -	\$ 1,527	\$ 14,136		\$ 1,527	\$ 1,527	100%	\$ -	0%	\$ 1,526.86	100%
	Ice/Water/Cups	\$ 10,264	\$ -	\$ 1,341	\$ 8,923		\$ 1,341	\$ 1,341	100%	\$ -	0%	\$ 1,340.91	100%
	Storage Container	\$ 2,848	\$ -	\$ -	\$ 2,848		\$ -	\$ -	0%	\$ -	0%	\$ -	0%
	Textura Payment Management System	\$ 4,620	\$ -	\$ 4,620	\$ -		\$ 4,620	\$ 4,620	100%	\$ -	0%	\$ 4,620.00	100%
	Project Team Partnering	\$ 6,250	\$ -	\$ 12,711	\$ (6,461)		\$ 12,711	\$ 12,711	100%	\$ -	0%	\$ 12,710.55	100%
	Temporary Fire Protection, Misc. Safety & Small Tools	\$ 36,621	\$ -	\$ 11,604	\$ 25,017		\$ 11,604	\$ 11,604	100%	\$ -	0%	\$ 11,603.87	100%
	Dumpsters	\$ 6,900	\$ -	\$ 3,395	\$ 3,505		\$ 3,395	\$ 3,395	100%	\$ -	0%	\$ 3,395.40	100%

Spec Section / Bid Package	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	C		D	E	F RTA # If Applicable: and/or Subcontractor Name	G		H	I	Current Application			N Retainage (5%)
		Initial Proposed Line Item Values	Additional Services / GMP Change Order Values	Actual Subcontract Amount at Buyout	Delta (Proposed to Actual)		Total Amount Previously Requested & Percent	J	K	L	M			
							L + H	J / G	H + J	L / G	L x 5%			
Column Equations				C - D			D	I	H / G		J / G	H + J	L / G	L x 5%
		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	0%		0%	\$ -	0%	\$ -
General Conditions Subtotal - Parking Garage (Phase I)		\$ 1,268,019	\$ -	\$ 1,280,576	\$ (12,557)		\$ 1,280,576	\$ 1,279,425	100%	\$ 1,151.65	0%	\$ 1,280,576.26	100%	\$ -
Cost of Work - Parking Garage (Phase I)														
0118	Temporary Storage / Utilities (Electricity & Water)	\$ 30,430	\$ -	\$ 57,954	\$ (27,524)	N/A	\$ 57,954	\$ 57,954	100%	\$ -	0%	\$ 57,953.92	100%	\$ -
0135	Pull Plan Consultant / PG License	\$ 5,511	\$ -	\$ 8,268	\$ (2,757)	N/A	\$ 8,268	\$ 8,268	100%	\$ -	0%	\$ 8,268.43	100%	\$ -
0140	Permitting / AIIJ Fees, Taxes & Licenses	\$ 2,290	\$ -	\$ 5,617	\$ (3,327)	N/A	\$ 5,617	\$ 5,617	100%	\$ -	0%	\$ 5,616.89	100%	\$ -
0156	Construction Fencing	\$ 22,293	\$ -	\$ 59,701	\$ (37,408)	RPI	\$ 59,701	\$ 59,701	100%	\$ -	0%	\$ 59,700.61	100%	\$ -
0171	Surveyor	\$ 14,547	\$ -	\$ 45,716	\$ (31,169)	Slanger Surveying	\$ 45,716	\$ 45,716	100%	\$ -	0%	\$ 45,716.30	100%	\$ -
0174	Interim Cleaning	\$ 96,000	\$ -	\$ 176,077	\$ (80,077)	N/A	\$ 176,077	\$ 176,077	100%	\$ -	0%	\$ 176,076.69	100%	\$ -
0174	Final Cleaning	\$ 10,050	\$ -	\$ -	\$ 10,050	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
0241	Demolition	\$ 60,803	\$ -	\$ 48,200	\$ 12,603	Lloyd Nabors	\$ 48,200	\$ 48,200	100%	\$ -	0%	\$ 48,200.00	100%	\$ -
0300	Turnkey Concrete	\$ 2,440,314	\$ -	\$ 2,761,124	\$ (320,810)	SCI	\$ 2,761,124	\$ 2,761,124	100%	\$ -	0%	\$ 2,761,124.25	100%	\$ -
0300	Turnkey Concrete - Cleanup	\$ 3,467	\$ -	\$ -	\$ 3,467	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
0341	Structural Precast	\$ 5,383,588	\$ -	\$ 5,351,850	\$ 31,738	0001 - 03-42 Legacy Precast	\$ 5,351,850	\$ 5,351,788	100%	\$ 62.19	0%	\$ 5,351,849.72	100%	\$ -
0341	Structural Precast - Edge Protection, Chandrais, QA/QC	\$ 66,939	\$ -	\$ 61,105	\$ 5,835	SCI	\$ 61,105	\$ 61,105	100%	\$ -	0%	\$ 61,104.50	100%	\$ -
0341	Traffic Control	\$ 25,125	\$ -	\$ 34,492	\$ (9,367)	RPI	\$ 34,492	\$ 34,492	100%	\$ -	0%	\$ 34,491.83	100%	\$ -
0420	Masonry	\$ 206,693	\$ -	\$ 215,766	\$ (9,073)	Galindo & Boyd	\$ 215,766	\$ 215,766	100%	\$ -	0%	\$ 215,766.21	100%	\$ -
0570	Misc. Steel - Furnish	\$ 380,234	\$ -	\$ 215,003	\$ 165,232	Myrex	\$ 215,003	\$ 215,003	100%	\$ -	0%	\$ 215,002.50	100%	\$ -
0570	Misc. Steel - Erection	\$ 251,250	\$ -	\$ 242,500	\$ 8,750	SCI	\$ 242,500	\$ 242,500	100%	\$ -	0%	\$ 242,499.84	100%	\$ -
0710	Waterproofing, Expansion Control & Sealants	\$ 229,830	\$ -	\$ 234,179	\$ (4,349)	George D Alan	\$ 234,179	\$ 234,179	100%	\$ -	0%	\$ 234,179.00	100%	\$ -
0750	Roofing	\$ 35,617	\$ -	\$ 35,440	\$ 177	SCI	\$ 35,440	\$ 35,440	100%	\$ -	0%	\$ 35,440.00	100%	\$ -
0784	Finestopping	\$ 11,089	\$ -	\$ -	\$ 11,089	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
0810	Doors/frames/Hardware	\$ 23,958	\$ -	\$ 20,994	\$ 2,964	The DFH Co	\$ 20,994	\$ 20,994	100%	\$ -	0%	\$ 20,993.90	100%	\$ -
0833	Overhead Door	\$ 13,236	\$ -	\$ 13,170	\$ 66	OHID of Tyler	\$ 13,170	\$ 13,170	100%	\$ -	0%	\$ 13,170.00	100%	\$ -
0860	Glass & Glazing	\$ 15,276	\$ -	\$ 13,660	\$ 1,616	Glass Services	\$ 13,660	\$ 13,660	100%	\$ -	0%	\$ 13,660.00	100%	\$ -
0890	Louvers	\$ 5,366	\$ -	\$ -	\$ 5,366	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
0990	Painting	\$ 101,747	\$ -	\$ 76,000	\$ 25,747	LMI	\$ 76,000	\$ 76,000	100%	\$ -	0%	\$ 76,000.00	100%	\$ -
1000	Fire Extinguishers	\$ 6,730	\$ -	\$ 6,730	\$ -	SCI	\$ 6,730	\$ 6,730	100%	\$ -	0%	\$ 6,730.00	100%	\$ -
1014	Signage	\$ 43,355	\$ -	\$ 44,325	\$ (970)	SPARQ1200	\$ 44,325	\$ 44,325	100%	\$ -	0%	\$ 44,324.50	100%	\$ 2,500
1071	Canopy	\$ 37,939	\$ -	\$ 41,113	\$ (3,174)	SCI	\$ 41,113	\$ 41,113	100%	\$ -	0%	\$ 41,112.50	100%	\$ -
1420	Elevators	\$ 319,590	\$ -	\$ 338,583	\$ (18,993)	TKE	\$ 338,583	\$ 338,583	100%	\$ -	0%	\$ 338,583.30	100%	\$ -
1420	Elevators - Barricades/Work Platforms/Temp Power	\$ 23,978	\$ -	\$ 42,760	\$ (18,782)	N/A	\$ 42,760	\$ 42,760	100%	\$ -	0%	\$ 42,760.15	100%	\$ -
2100	Fire Suppression	\$ 97,334	\$ -	\$ 83,451	\$ 13,883	American FP	\$ 83,451	\$ 83,451	100%	\$ -	0%	\$ 83,450.80	100%	\$ -
2200	Plumbing	\$ 309,892	\$ -	\$ 296,913	\$ 12,979	Mosby Mech	\$ 296,913	\$ 296,913	100%	\$ -	0%	\$ 296,913.40	100%	\$ -
2300	HVAC	\$ 42,210	\$ -	\$ 52,936	\$ (10,726)	Mosby Mech	\$ 52,936	\$ 52,936	100%	\$ -	0%	\$ 52,936.00	100%	\$ -
2600	Electrical	\$ 637,170	\$ -	\$ 506,582	\$ 130,588	Stiles	\$ 506,582	\$ 506,582	100%	\$ -	0%	\$ 506,582.00	100%	\$ -
2601	Electrical Early Works (Underground Primary/Secondary/Telecom)	\$ 80,048	\$ -	\$ 79,650	\$ 398	Stiles	\$ 79,650	\$ 79,650	100%	\$ -	0%	\$ 79,650.00	100%	\$ -
2846	Fire Alarm	\$ 16,583	\$ -	\$ -	\$ 16,583	Stiles	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
3000	Sitework	\$ 257,279	\$ -	\$ 310,315	\$ (53,036)	Craig's Dirt	\$ 310,315	\$ 310,315	100%	\$ -	0%	\$ 310,315.00	100%	\$ -
3000	Sitework - QA/QC	\$ 45,000	\$ -	\$ 31,735	\$ 13,265	N/A	\$ 31,735	\$ 31,735	100%	\$ -	0%	\$ 31,735.00	100%	\$ -
3125	Erosion Control	\$ 20,000	\$ -	\$ 20,000	\$ -	Greenrise	\$ 20,000	\$ 20,000	100%	\$ -	0%	\$ 20,000.00	100%	\$ -
3102	Erosion Control Maintenance	\$ 6,343	\$ -	\$ -	\$ 6,343	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
3131	Soil Treatment/Termite Control	\$ 6,995	\$ -	\$ 5,407	\$ 1,588	Finley Termite	\$ 5,407	\$ 5,407	100%	\$ -	0%	\$ 5,407.00	100%	\$ -
3160	Rammed Aggregate Piers	\$ 208,940	\$ -	\$ 184,800	\$ 24,140	Geotech Foundation Co. West	\$ 184,800	\$ 184,800	100%	\$ -	0%	\$ 184,800.00	100%	\$ -
3217	Striping	\$ 28,944	\$ -	\$ 59,332	\$ (30,388)	L.R.L. Asphalt	\$ 59,332	\$ 59,332	100%	\$ -	0%	\$ 59,332.00	100%	\$ -
3231	Motorized Fence Gate	\$ 28,140	\$ -	\$ -	\$ 28,140	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
3290	Landscape & Irrigation	\$ 35,150	\$ -	\$ 25,781	\$ 9,369	Anything Green	\$ 25,781	\$ 25,781	100%	\$ -	0%	\$ 25,781.00	100%	\$ -
3300	Wet Utilities	\$ 144,345	\$ -	\$ 143,395	\$ 950	Precision Civil	\$ 143,395	\$ 143,395	100%	\$ -	0%	\$ 143,395.25	100%	\$ -

A Spec Section / Bid Package	B Description of Work / Subcontractor / Supplier / Vendor / Specification Section	C		D	E	F RTA # (If Applicable) and/or Subcontractor Name	G	H	I	J, K, L, M, N					
		Initial Proposed Line Item Values	Additional Services / GMP/ Change Order Values	Actual Subcontract Amount at Buyout	Delta (Proposed to Actual)		Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent	Current Application		Retainage (5%)				
									Total Amount This Period & Percent	Total Amount Completed To Date & Percent					
Column Equations		C	C - D	D	I, H / G	L - H	J / G	I + J	L / G	1. x 5%					
6000-01	Allowance: Trench Drain at I-4-5 Ramp	\$ 10,000	\$ -	\$ -	\$ 10,000	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
6000-02	Allowance: Field coordination of new utilities (unforeseen conditions)	\$ 50,000	\$ -	\$ -	\$ 50,000	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
6000-03	Allowance: Groundbreaking	\$ 5,000	\$ -	\$ 1,979	\$ 3,021	N/A	\$ 1,979	\$ 1,979	100%	\$ -	0%	\$ 1,978.92	100%	\$ -	
6000-04	Allowance: Topping Out Ceremony	\$ 7,500	\$ -	\$ 5,521	\$ 1,979	N/A	\$ 5,521	\$ 5,521	100%	\$ -	0%	\$ 5,521.00	100%	\$ -	
6000-05	Allowance: Elevator Flooring	\$ 2,010	\$ -	\$ 2,868	\$ (858)	Vector Concepts	\$ 2,868	\$ 2,868	100%	\$ -	0%	\$ 2,868.00	100%	\$ -	
6000-06	Allowance: Concrete Flume and assoc. storm utilities	\$ 26,507	\$ -	\$ -	\$ 26,507	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
6000-07	Allowance: Box culvert ILO 18" dia. pipe	\$ 42,713	\$ -	\$ -	\$ 42,713	N/A	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
Cost of Work Subtotal - Parking Garage (Phase 1)		\$ 11,975,375	\$ -	\$ 11,960,989	\$ 14,386		\$ 11,960,989	\$ 11,960,928	100%	\$ 62.19	0%	\$ 11,960,990.41	100%	\$ 2,500	
IT Services (0.12% of GMP Contract Sum)		\$ 16,869	\$ -	\$ 16,869	\$ -	N/A	\$ 16,869	\$ 16,570	98%	\$ 299.22	2%	\$ 16,869.00	100%	\$ -	
Subcontractor Risk Mitigation (1.3% of Subcontract Value)															
Subcontractor Risk Mitigation - Sub Default Insurance		\$ 82,100	\$ -	\$ 82,100	\$ (0)			\$ 82,100	\$ 77,275	94%	\$ 4,825.14	6%	\$ 82,100.00	100%	\$ -
Subcontractor Risk Mitigation - Sub Bonds															
Legacy Procast		\$ 69,574	\$ -	\$ 69,574	\$ -			\$ 69,574	\$ 69,637	100%	\$ -	0%	\$ 69,636.71	100%	\$ -
CMAR Construction Contingency		\$ 235,284	\$ -	\$ 235,284	\$ (1,828)			\$ 235,284	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
DEDUCT CMAR Construction Contingency + COW Savings		\$ (235,284)	\$ -	\$ (235,284)	\$ -			\$ (235,284)	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Reconciliation - Rounding Adjustmen for Calculations (Pay Apps 1-17)		\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	0%	\$ (63.38)	0%	\$ (63.38)	0%	\$ -
Construction Phase Fee (2.93% of GMP Contract Sum)		\$ 411,878	\$ -	\$ 411,878	\$ -			\$ 411,878	\$ 404,589	98%	\$ 7,289.41	2%	\$ 411,878.00	100%	\$ -
Construction Services (GMP) - Parking Garage (Phase 1) Subtotal		\$ 13,821,987	\$ -	\$ 13,821,987	\$ (0)			\$ 13,821,987	\$ 13,808,423	100%	\$ 13,564.23	0%	\$ 13,821,987.00	100%	\$ 2,500
CONTRACT TOTAL		\$ 14,026,987	\$ -	\$ 14,026,987	\$ (0)		\$ 14,026,987	\$ 14,013,423	100%	\$ 13,564	0%	\$14,026,987.00	100.00%	\$ 2,500	

A	B	C		D	E	F	G	H	I	J	K	L	M	N
Spec. Section / Bid Package	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial Proposed Line Item Values	Additional Services / GMP Change Order Values	Actual Subcontract Amount at Buyout	Delta (Proposed to Actual)	RTA # (If Applicable) and/or Subcontractor Name	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent	Current Application				Retainage (5%)	
									Total Amount This Period & Percent		Total Amount Completed To Date & Percent			
Column Equates				C	C - D		D	L	H / G	L - H	J / G	H + J	L / G	L x 5%
							Total Retainage Scheduled To Be Withheld (5% x Column L)							\$ 2,500
							Date of Release	General Description of Scope Associated With Release of Retainage						Amount
														\$ -
														\$ -
														\$ -
														\$ -
														\$ -
														\$ 2,500

1. HOAR CONSTRUCTION, LLC does hereby waive, release, remise, quit claim, and relinquish the right to claim, demand or impose a lien for any work done or materials furnished to date (except as noted in paragraph 4) or any other kind of class of lien whatsoever on the real property 210 E Ferguson Street Tyler, TX 75702 in the total sum of * \$14,026,987 in exchange for receipt of \$18,064 the current payment due.
 *(Total billed to date, plus payment due.)

2. This is a conditional release of lien by the undersigned and it does not release any lien in excess of this release or for labor, service, and materials to be furnished after: 12/31/2024

3. Total payment of \$14,026,987 is the total sum due the undersigned for labor, work, services, and materials furnished/performed to or for this property through 12/31/2024 (except as noted in paragraph 4) By signature below the undersigned confirms that all monies received are being used to satisfy any and all debts and obligations arising out of or related to this project.

4. It is expressly understood and agreed that this release does not cover any and all retainage being withheld for labor, services, or materials furnished. It is further understood and agreed that this release does not cover change orders which have not been approved, prior applications for payment which have not been transmitted to general contractor, changes in the scope of the work and all other claims for payment which are presently being negotiated or are under dispute between owner and general contractor.

5. A true and correct summary of the contract and payments received to this date is as follows:

ORIGINAL CONTRACT AMOUNT	\$14,262,271
CONTRACT CHANGES TO DATE	\$0
TOTAL CONTRACT TO DATE	\$14,262,271
TOTAL PAID TO DATE	\$14,010,923
CONTRACT BALANCE	\$251,348
CURRENT PAYMENT DUE	\$18,064

HOAR CONSTRUCTION, LLC

[Handwritten Signature]

AUTHORIZED SIGNATURE

Project Executive
TITLE

[Handwritten Signature]

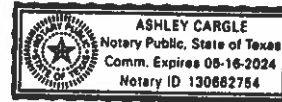
WITNESS

Subscribed and sworn to before me
this 9th day of January 20 25

Notary Public
At Large.

My Commission Expires:

[Handwritten Signature]





AIA Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
Smith County Courthouse Parking Garage

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07/05/2023

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 01/09/2025

OWNER: *(Name and address)*
Smith County
210 E. Ferguson St
Tyler, TX 75702

ARCHITECT: *(Name and address)*
Fitzpatrick Architects
110 N College Ave, Suite 100
Tyler, TX 75702

CONTRACTOR: *(Name and address)*
Hoar Construction
3721 S Stonebridge Dr, Suite 602
McKinney, TX 75070

THE CONTRACT IS CHANGED AS FOLLOWS:


(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

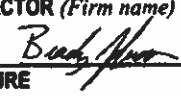
The original Contract Sum was	\$	14,057,271.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	14,057,271.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	235,284.00
The new Contract Sum including this Change Order will be	\$	13,821,987.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Fitzpatrick Architects
 ARCHITECT *(Firm name)*

 SIGNATURE
 BRANDY ZIEGLER, PARTNER
 PRINTED NAME AND TITLE
 1/10/25
 DATE

Hoar Construction
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Brady Johnson, Senior Vice President
 PRINTED NAME AND TITLE
 1/13/2025
 DATE

Smith County
 OWNER *(Firm name)*
 SIGNATURE
 PRINTED NAME AND TITLE
 DATE

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/15/2025	Submitted by: Jennafer Bell
Meeting Date: 1/21/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Board Appointments - Andrews Center Position #8	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to reappoint representatives to the Andrews Center Board of Directors Position #8 for a two-year term ending October 31, 2026, and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell2@smith-county.com
Name: Wendy Gutierrez	Email: wgutierrez@andrewscenter.com
Name:	Email:
Name:	Email:

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

Office Use Only
Agenda Item # _____

SUBMIT



ANDREWS
BEHAVIORAL HEALTH

October 14, 2024

Judge Neal Franklin
Commissioners Court of Smith County
200 E. Ferguson, Suite 100
Tyler, TX, 75702

Dear Judge Franklin and Commissioners:

As a sponsoring agency of Andrews Center, pursuant to Texas Health and Safety Code, Title 7, Subchapter A, please post the following action item on your next Commissioners' Court agenda:

“Consider adopting a RESOLUTION to re-appoint Board Member, **John Shoemaker** to the Andrews Center Board of Trustees, Position #8.”

Lieutenant Shoemaker has provided dedicated service to the Center. He graciously agreed to serve for an additional two-year term pending the courts approval.

The term of office for this re-appointment will be 10-31-2024 thru 10-31-2026. It should be noted that our policy allows a trustee to continue serving until reappointment, until their successor is appointed, or until the trustee fails to meet the participation requirements.

We would appreciate a copy of the signed Resolution. And thank you for your continued support of the Andrews Center and the citizens of Smith County.

Sincerely,

Lynn Rutland, CEO

2323 West Front Stret · P.O. Box 4730 · Tyler, TX, 75712
(903)597-1351 · 1-800-374-6058
www.andrewscenter.com

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/16/2025	Submitted by: Rachel McCord
Meeting Date: 1/21/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Establish the Smith County Historical Commission and Appoint Commissioners	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to establish the Smith County Historical Commission and appoint commissioners pursuant to Chapter 318 of the Texas Government Code and authorize the County Judge to sign all necessary documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Rachel McCord	Email: rmccord@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 # _____

Rachel McCord

From: Conor Herterich <conor@preservationtexas.org>
Sent: Friday, November 8, 2024 8:04 AM
To: Judge Neal Franklin
Subject: Smith County Historical Commission - Procedural Questions

***** This is an email from an EXTERNAL source. DO NOT click or open links, or open attachments without positive sender verification. NEVER enter USERNAME, PASSWORD or any other sensitive information on linked pages from this email. *****

Good morning Judge Franklin,

Amanda mentioned that you had called with a few questions about establishing the commission and appointing commissioners.

Appointing CHC commissioners:

Chapter 318 doesn't provide any guidance for making gradual appointments to the CHC. It simply states that *'The members of the commission shall be appointed during the month of January of odd-numbered years and are appointed for a term of two years.'* I know that commissioners courts that have re-established their CHC have taken different approaches to this, some choosing to make appointments of seven individuals at once, some choosing to appoint one person with the intention of recruiting and appointing the remaining individuals later in the term. Because I'm not a certified lawyer, I don't want to provide too much guidance on this matter. It may be answered by the Smith County Attorney to determine if there are any pre-established guidelines the county has in place.

Must the Commissioners Court be ready to appoint all 7 commissioners when the CHC is established?

Chapter 318 doesn't directly address the appointment process. It simply states that *'The commission must be composed of at least seven residents of the county.'* I recommend gathering a group of appointees together prior to making formal appointments in commissioners court. It will give the CHC an opportunity to work collectively from the outset and avoid any complications that would result from appointments occurring at different times.

I'm happy to attend a CC meeting to provide information to the commissioners. I can also provide three recommendations for CHC appointees who have valuable professional expertise in the fields of history, architecture, and archeology. If you wish, I can speak to these individuals to gauge their interest in serving on the Smith County Historical Commission.

Best,

--

Conor Herterich

**Northeast Texas Program Officer &
Endangered Properties Manager**
Preservation Texas

Texas Historical Commission, CHC Outreach Program

Program Coordinator: Nano Calderon (Nano.Calderon@thc.texas.gov) Phone # 512.463.9052

Generic email: chcoutreach@thc.texas.gov Generic phone # 512-463-5853

Absence of County Historical Commission has a Detrimental Impact on county-wide cultural and historic resources.

There are three state historic marker programs: Recorded Texas Historic Landmark, Historic Texas Cemetery, and Historical Marker.

113 historical markers have been approved in Smith County since the program began in 1936.

Since 2014:

- 10 new historic markers approved in Smith County
 - 1 Recorded Texas Historic Landmark (buildings)
 - 3 Texas Historic Cemeteries
 - 6 Historic Markers
- In the 10 years preceding that (2004-2014) there were **19** historic markers approved.

Quantitative impacts of not having a county historical commission:

- Rate of new historic markers has decreased by 50%. Part of the mission of the CHC is to identify and encourage new historic marker applications and review and vet all marker submissions in the county and forward them to the Texas Historical Commission for approval.
- No survey of state markers in Smith County exists. This means we don't know if markers are still in situ, or their condition. We don't know if RTHL buildings are still extant, or if they are endangered.
- There has never been a county-wide historic resource survey. There have been several completed in Tyler.
- A county historical commission is often the only entity that exists to identify, document, and advocate for historic resources outside of city limits.
- 234/254 counties in Texas have active CHCs (92%).

Out of my 41 county Northeast Texas region, there are only two counties without a CHC-Bowie and Smith.

LOCAL GOVERNMENT CODE, TITLE 10., SUBTITLE B., CHAPTER 318., SUBCHAPTER A., COUNTY HISTORICAL COMMISSION

Establishment:

- The commissioners court of a county may appoint a county historical commission for the purpose of initiating and conducting programs suggested by the commissioner's court and the Texas Historical Commission for the preservation of the county's historic cultural resources. Includes buildings, cemeteries, and archeology.

Composition & Term

- At least 7 county residents, appointed by commissioner's court.
- Appointed during month of January of odd numbered years (2025).
- Appointed for 2 years
- The county judge shall serve as commission chair during any interim period.

✓ Appointment letter packet
mailed to County Judge
on Nov 1.

Meetings:

- Commission shall meet at least 4 times each year.
- All meetings are conducted in accordance with open meetings law.

Duties of the CHC

- Resource Identification: Carry out continuing historic resource survey of the county to determine the existence of historic buildings and other historical and archeological sites within the county, and report data collected to commissioner's court and THC.
- State Historic Markers: Facilitate the state historic marker program by serving as liaison between THC staff and marker applicants. Reviews all Texas Historic Marker applications to ensure accuracy and appropriateness. Maintains a list of county-wide historic markers and monitors their condition.
- Education: create county-wide awareness and appreciate of historic preservation and its benefits/uses by partnering with other preservation organizations across the county.
- Write annual report of its activities and recommendations to the commissioners court

Fiscal / Human Resources

- The commissioners court may pay the necessary expenses of the commission.
 - Erecting historical markers
 - Hiring professional staff or consultants
 - Providing matching funds for grants
 - Funding other programs or activities as suggested by the THC/statewide preservation plan.

November 1, 2024

Dear County Judges and Commissioners,

CHC appointments are professional commitments to represent the county's interests in preserving historic and cultural heritage. During 2023, CHCs reported having contributed 341,463 hours of service to counties across Texas, which carries a monetary value of \$10.8 million using volunteer rates published on independentsector.org.

This extraordinary contribution is thanks to the dedicated and productive individuals who are appointed by county commissioners courts to serve on your county's CHC. Now is the time to identify potential appointees who will contribute consistently during the 2025–2026 term of service. Consider how your county can benefit from a CHC comprised of experienced and active appointees.

Chapter 318 of the Texas Local Government Code directs county commissioners courts to make CHC appointments in January of odd-numbered years for a two-year term. To ensure a smooth transition between terms, consider approving 2025–2026 appointments by December 31, 2024 with a start date of January 1, 2025.

We encourage you to appoint individuals that demonstrate an active interest in preserving historic and cultural resources in your county. CHCs should represent the age range and ethnic diversity of all precincts in your county.

The enclosed flyers provide supplemental information on recommended appointee criteria and submitting appointee rosters to our agency as required by state statutes. This information will help you appoint individuals who can assist in efforts to preserve historic resources, encourage heritage tourism, and revitalize communities.

Thank you in advance for sharing CHC appointee contact information for the 2025–2026 term of service.

Nano Calderon, Coordinator
County Historical Commission Outreach

Texas Local Government Code, Chapter 318, enables county commissioners courts to appoint individuals to serve on county historical commissions (CHC). Visit the following webpage to reference a record copy of these statutes: www.statutes.capitol.texas.gov/Docs/LG/htm/LG.318.htm. The statutes provide minimal direction for appointment methodology and appointee criteria. This flyer comments on both issues in response to county official inquiries.

Statutory Directives for CHC Composition

- CHC must be composed of at least 7 county residents; statutes do not include a maximum number of appointees.
- Appointees serve a two-year term, ideally beginning in January of odd-numbered years.
- Appointees must broadly reflect the age, ethnic, and geographic diversity of the county.
- Appointees must have an interest in historic preservation and an understanding of local history and resources.

Appointment Methodology

Statutes do not address the exact methodology for appointing CHCs. Our research shows that this process varies somewhat from county to county. Some county officials interview individuals seeking the appointment and others accept recommendations from existing CHC appointees. Whatever method your county selects, please consider the following recommendations prior to appointment. Applying statutory criteria along with our recommended criteria ensures that appointees are active, work well with others, and leave a positive impression with the public.



Lubbock CHC unveils the Willie Lusk Historical Marker

Recommended Appointee Criteria

Please appoint individuals who can contribute in a variety of ways. If possible, appoint individuals who have Internet access (home, CHC office, or public hub), can leave home to perform site visits, and will maintain a positive attitude. Appointees should be able to meet the following recommended criteria.

- Able and committed to attend full commission meetings; statutes require at least 4 meetings per year.
- Able and willing to volunteer time to plan and manage projects, programs, and events.
- Able to receive/respond to public inquiries about county historic resources in a timely manner.
- Able and willing to attend preservation education opportunities outside of their county.
- Able to provide site visits to historic properties within the county to update property inventories and provide current information on site conditions to THC staff.

Texas Local Government Code, Chapter 318, enables county commissioners courts to appoint individuals to serve on county historical commissions (CHC). Section 318.003(d) directs county commissioners courts to provide the Texas Historical Commission (THC) with a list of appointees and their mailing addresses. The information below will help county officials and staff submit accurate information to the THC.

Prior to Submitting Appointments

Before selecting appointees, please verify that potential appointees and those proposed for reappointment are willing and able to serve. Ensuring an active level of commitment is important since many appointees have responsibilities outside the CHC that may require them to change the focus of their service. Please work with CHC appointees to determine preservation activities that the county and appointees feel confident pursuing.



Fannin CHC receives a 2023 Distinguished Service Award from county commissioners court

To support CHC efforts, THC staff have provided orientation and training materials available here: <https://thc.texas.gov/preserve/preservation-programs/county-historical-commission-outreach/chc-orientation-and-training>. Additionally, the attached 2023 annual report summary and project spotlights demonstrate CHC contributions toward preserving and protecting historic and cultural resources.

Ensuring Accurate Appointee Contact Information

Please gather the names, physical addresses, phone numbers, and email addresses for CHC appointees and enter the information into the roster template provided here: <https://thc.texas.gov/preserve/preservation-programs/county-historical-commission-outreach/chc-appointments>. Submitting appointee information using this Microsoft Excel template enables our agency to merge data from 254 counties, creating a mass mailing list to promote opportunities and services that contribute to the livelihood of your CHC.



Bell CHC Meeting, February 2024

Submitting 2023-2024 CHC Appointee Rosters

Please ask county staff to complete the CHC appointee roster template noted above in Microsoft Excel and email the roster to chcoutreach@thc.texas.gov.

COUNTY HISTORICAL COMMISSION OUTREACH PROGRAM

2023 ANNUAL REPORTING SUMMARY

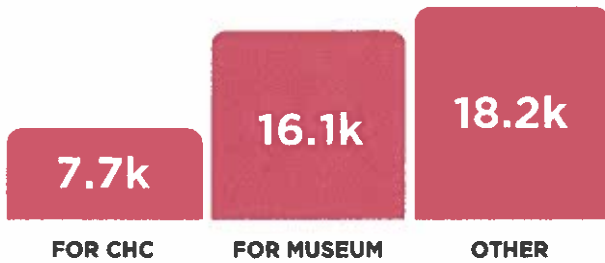
COUNTY HISTORICAL COMMISSION (CHC) REPORTING STATISTICS

196
REPORTS RECEIVED

341,463
VOLUNTEER HOURS

\$10,858,524
MONETARY VALUE

Average County Allotment



Education & Training



COMPLETED
ORIENTATION



ATTENDED
REAL PLACES



ATTENDED
THC CEMETERY
WORKSHOP



ATTENDED
THC MARKER
WORKSHOP



AVERAGE
APPOINTEES



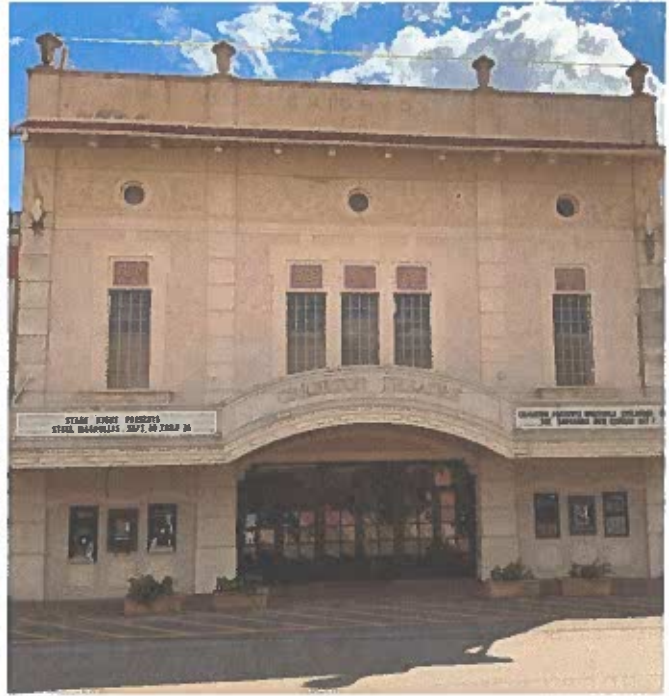
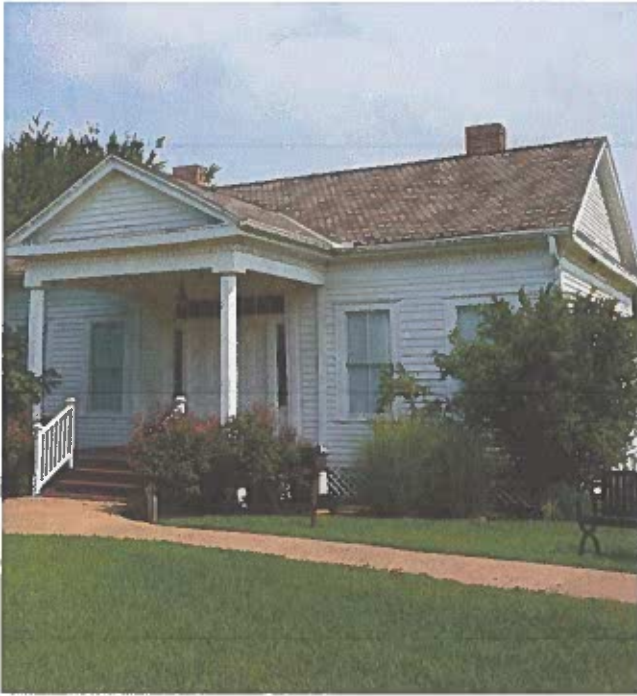
AVERAGE
MEETINGS



AVERAGE
VOLUNTEER HOURS

Preservation Activities





Arnold-Simonton House (l). Crighton Theatre (r). Courtesy of CHC.

MONTGOMERY CHC

HISTORIC RESOURCES SURVEY

Montgomery CHC updated their county's 1980 historic resources survey. Historic resources surveys document historically significant properties and sites for preservation and planning purposes.

Beginning in 2020, CHC appointees Frank and Merlynn Hersom, and volunteers from the local Church of Jesus Christ of Latter-Day Saints, surveyed and researched over 130 commercial and residential structures in Conroe. Each structure's documentation includes a detailed historical narrative and photographs. Digital copies were shared with the THC and added to the CHC's website. The team will extend their efforts to other communities when the Conroe survey update is complete.

This project exemplifies how information collected from a historic resources survey is crucial to supporting nominations for historic designations and local preservation efforts.

RESOURCES

Visit the [Historic Resources Survey](#) webpage to learn more about conducting a survey, survey tools, and funding.



Students engage in tour activities. Courtesy of CHC.

FRANKLIN CHC

STUDENT HISTORY TOURS

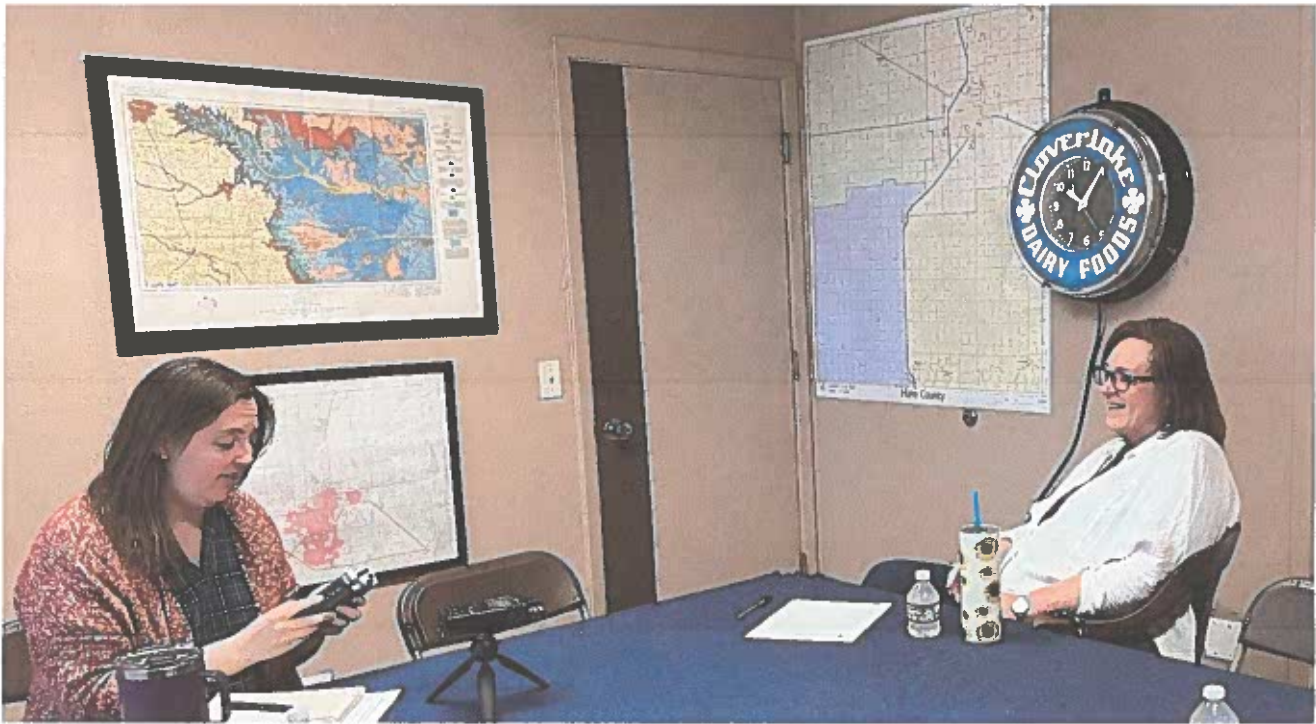
Franklin CHC teamed up with Mount Vernon Elementary School to organize interactive tours for third-grade students.

To prepare, the CHC held planning meetings to coordinate setup and train volunteers. Students were guided through immersive learning experiences at ten unique historic sites and museums in Franklin. They visited a blacksmith shop to learn about historic coal usage and tools, and examined the process of chinking gaps with clay, sand, and straw at a historic cabin. A telegrapher taught them to communicate in Morse code, and a fiber artist demonstrated making fabric from raw wool.

This project shows how engaging young learners with interactive experiences can strengthen their understanding and appreciation for local history.

RESOURCES

Visit the [American Alliance on Museums](#) webpage for tools on how to co-create exhibits and programs within your community.



Elissa Stroman (l) and Karla Glowicki (r) record a session on military history. Courtesy of CHC.

HALE CHC

ORAL HISTORY

Hale CHC partnered with the Oral History Program at the Southwest Collection at Texas Tech University to document county history.

The CHC appointed an oral history chairperson to organize quarterly workshops with Elissa Stroman, Assistant Archivist of Oral Histories at Texas Tech. A goal of the initiative was to document the histories of Black and Hispanic communities in the County. During each two-hour session, community members discussed topics including education, military service, and family businesses. The recordings and transcripts are archived at Texas Tech University for public access.

This project demonstrates innovative approaches to enriching the public’s understanding of Texas’ diverse history and culture.

RESOURCES

Visit the [Texas Oral History Association](#) website for information on oral history in Texas, including training, workshops, meetings, and conferences.

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/17/2025	Submitted by: T. Wilson
------------------------------------	--------------------------------

Meeting Date: 01/21/2025	Department: Commissioners Court
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Item Requested is: For Action/Consideration For Discussion/Report

Title: Professional Services Consulting - Economic Development

Agenda Category:

<input type="radio"/> Briefing Session	<input type="radio"/> Recurring Business
<input checked="" type="radio"/> Court Orders	<input type="radio"/> Resolution
<input type="radio"/> Presentation	<input type="radio"/> Executive Session

Agenda Wording: Consider and take necessary action to approve a professional services consulting agreement with Petty & Associates, Inc. for economic development consulting for Smith County, and authorize the County Judge to sign all necessary documentation.

Background: This agreement will allow Smith County to engage with Petty & Associates, Inc. for assistance with Economic Development programs within Smith County, outside of the traditional Tax Abatement Structure. Petty & Associates, Inc. currently works with the City of Tyler, and Tyler Economic Development Council. Engaging this firm with help Smith County further mutual economic development goals among the partner entities, and to establish economic development programs specifically tailored to Smith County.

Financial and Operational Impact: This is an as needed agreement, and rates are based on an hourly rate described below plus expenses. Statutorily the costs for this agreement shall not exceed and is not anticipated to exceed \$50,000.

Staff	Rate
Principal (Mr. Petty)	\$350
Project Manager	\$250
Sr. Associate	\$200
Associate	\$150
Support Staff	\$100

Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	---

Does Document Require Signature? Yes 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 # _____



January 14, 2025

Thomas Wilson
Assistant District Attorney
Civil Division
100 N. Broadway Avenue, 4th Floor
Tyler, Texas 75702

Dear Mr. Wilson:

You have asked Petty & Associates, Inc. ("P&A") to provide an engagement letter to perform general economic development consulting for Smith County. Petty & Associates, Inc. has been in business since 1997, supporting Texas cities and counties with economic development consulting and we are honored to be considered to support the efforts of Smith County.

SCOPE OF SERVICE:

Under the supervision of the Smith County Commissioner's Court and/or their designee, P&A will provide economic development consulting services on an hourly, as needed basis including but not limited to the following:

- 1) Prepare analysis and compliance information necessary to successfully execute Texas Tax Code Ch 311 and Ch 312 Agreements on behalf of public sector clients.
- 2) Provide cost benefit analysis for County incentive proposals.
- 3) Prepare sources and uses data, capital stack analysis and operating pro-Formas in conjunction with economic opportunities identified by Smith County.
- 4) Prepare Resolutions, Ordinances, and notices in compliance with State law and local policy.
- 5) Negotiate incentive parameters between local taxing entities and developers.
- 6) Prepare feasibility studies.
- 7) Provide long range strategic planning for economic development entities and their affiliates.
- 8) Prepare Routine or special correspondence as directed.
- 9) Develop economic development impact analyses of proposed land use, site plans, plats and zoning requests as directed.

2025 COMPENSATION RATES

All services will be performed on an hourly basis according to the following rate schedule:

<u>Staff</u>	<u>Rate</u>
Principal (Mr. Petty)	\$350
Project Manager	\$250

Sr. Associate	\$200
Associate	\$150
Support Staff	\$100

TRAVEL and EXPENSES

Actual travel expenses will be charged at the Compensation Rates depicted above. Overnight stays, if necessary, will not incur accommodation expenses or meals. No additional expenses are contemplated for this engagement.

TERMINATION

P&A services may be terminated at any time with or without cause upon written notification to:

Trent Petty, Founder and CEO
Petty & Associates, Inc.
9284 Huntington Square Suite 100
North Richland Hills, TX 76182

Only billable hours which are incurred prior to the notification of termination and agreed to by the client will be due and payable upon receipt of the invoice.

If these terms are acceptable, please include the authorized signature from Smith County Commissioner's Court designee and return it at your convenience.

We appreciate the opportunity to serve you.

Approved by:

Neal Franklin, County Judge

Smith County, Texas

Date ____/____/____



Trent O. Petty, Founder and CEO

Petty & Associates, Inc.

Date 01/14/25

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/17/2025	Submitted by: T. Wilson
Meeting Date: 01/21/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Shelter Partners of America - Animal Shelter needs assessment.	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a Professional Services Agreement with FMD Architects, Inc. dba Shelter Partners of America for a Smith County Animal Shelter needs assessment study, with a maximum price not to exceed \$16,000, and authorize the County Judge to sign all necessary documentation	
Background: This agreement will allow Smith County to engage in a professional services agreement with FMD Architects, Inc. (Shelter Partners of America). Development of the Needs Assessment Study is the first step to your future and evaluates the existing facility and operations, thus establishing a benchmark of current conditions and providing direction for the future.	
Financial and Operational Impact: up to \$16,000.00	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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 # _____



January 13, 2025

Amber Greene
Supervisor/ Department Head
Smith County Animal Control and Shelter
322 E. Ferguson
Tyler, TX 75702

Re: Proposal for Animal Shelter Consulting

Dear Amber:

Shelter Planners of America, hereinafter referred to as "SPA", appreciates your interest in our services and is pleased to provide the following proposal for your consideration.

GENERAL INFORMATION

1. Smith County Animal Control (SCAC), hereinafter referred to as the "Client", is considering building a new animal shelter. The existing animal shelter is located at 322 E. Ferguson, Tyler, TX 75702.
2. The current shelter is County operated and serves Smith County with a human population of approximately 243,000 for 2024 and receives approximately 1,200 -1500 animals per year.

PROPOSED SERVICES

STEP 1: NEEDS ASSESSMENT STUDY

This Study is designed to provide you with the answers and facts you need when considering your future facility. Development of the Needs Assessment Study is the first step to your future and evaluates the existing facility and operations, thus establishing a benchmark of current conditions and providing direction for the future.

Shelter Planners of America will travel to your location and spend a day and a half at your existing facility, reviewing your present facilities and operations and interviewing your staff and key decision makers. We will use our questionnaire that covers over one hundred items of statistics, information, and preferences to fully understand your organization.

The Needs Assessment Study will be in a concise, easy to read format of approximately 30-40 pages, based on our 30 years of experience with hundreds of shelter facilities. This Study will cover the following:

1. A review of the existing facilities stating attributes and deficiencies. The study will recommend modifications that should be considered if it was renovated and expanded or built new.
2. The demographics of people and animal levels both current and projected, and a recommendation of animal housing capacity.
3. Provide a Building Space Program with recommendations for the size building deemed necessary for administrative area, Animal Housing areas both indoors and outdoors, Medical Clinic area and Support areas. The Study will list each room and size needed in net SF and the total gross SF to

include wall thickness and corridors.

4. The Study will provide recommendations for a new site in terms of location in service area, visibility, access, suitability, parking, and site size.
5. "Best practice" recommendations for equipment, materials, finishes, HVAC systems, plumbing and drainage systems in the new Shelter.
6. A discussion of the Shelter staff size, current and future.
7. A discussion of the Shelter operating budget, current and future.
8. An Opinion of Probable Cost for construction of the new shelter based on our real-world experience with completed animal shelters. The estimate will include site work, soft costs and proposed contingencies.

The Needs Assessment Study is the deliverable for Step 1 and will be provided electronically in pdf format. Once the Client has received and reviewed the Needs Assessment Study, we will review it with you virtually and make mutually agreeable revisions one time.

STEP 2: CONCEPTUAL DESIGN

~~Once authorized in writing, we will proceed with Step 2 – Conceptual Design. Our approach is to achieve a building that is enjoyable for the public to visit, pleasant to work in, easy to maintain, and healthy for the animals.~~

~~Based on the approved Needs Assessment Study, an initial Preliminary Floor Plan for the Shelter will be developed. This will be a drawing showing the size and layout of the proposed building and all the room locations and drawn in Revit that is to scale, and showing layout details such as dog runs, cages, equipment, walls, windows, doors, floor slopes and drains, plumbing fixtures, cabinets, etc. A Basic Site Plan Concept will also be prepared showing the building, public parking, staff parking and drives. SPA will present the initial Floor Plan and Site Plan virtually.~~

~~Following approval of the initial Floor Plan, including any adjustments, we will develop the Preliminary Floor Plan, in addition, we will prepare the final Preliminary Site Plan drawn in Revit for the selected site. SPA will present the Preliminary Floor Plan and Site Plan virtually. In addition, an updated Opinion of Probable Cost for construction will be provided based on the final size of the project. The Site Plan and Floor Plan will be provided electronically in pdf format and are the deliverables for Step 2.~~

ADDITIONAL SERVICES:

- ~~1. Any services not identified above including additional meetings.~~
- ~~2. Revisions to documents necessitated by a change in previous instructions or approvals.~~
- ~~3. Preparing site plan layouts for any additional sites.~~
- ~~4. Step 3 services – Complete architectural and engineering Construction Documents and Construction Phase services as outlined in our Statement of Qualifications.~~
- ~~5. Detailed site design or civil engineering including drainage studies, platting, zoning changes and similar services.~~
- ~~6. Coloring the Floor Plan, Site Plan, or preparation of 3D color renderings for fundraising purposes.~~
- ~~7. Using our 3D Camera system to scan the existing building in order to obtain an accurate Floor Plan of the existing building if one is not provided and one is needed.~~

PROVIDED BY CLIENT:

- ~~1. Provide certain information regarding animal intake, human population, existing animal housing, existing staffing, operating cost, etc., prior to first meeting.~~
- ~~2. Assemble the key staff and appropriate leaders with authority that have knowledge of the existing shelter operation to attend the Needs Assessment meeting, which will require approximately 6 to 8 hours, to provide detailed information about the existing shelter, its operation and the desire for a shelter. We will send a letter prior to the day of the Needs Assessment meeting with a list of information needed prior to the meeting.~~
- ~~3. Provide a quiet conference room with a projector and screen for the meeting.~~
- ~~4. Site Plan and Floor Plan drawings of the existing shelter facilities.~~
- ~~5. Survey of the proposed new site accurately showing the property lines, easements, and the size and location of existing site features including general topography.~~

COMPENSATION

1. The fees for the proposed services are:

Step 1- Needs Assessment Study: Our fee will be a lump sum of Thirteen Thousand Dollars (\$13,000) plus travel reimbursement expense. Fifty percent (50%) of this fee will be invoiced once this agreement is signed. The balance of the fee will be invoiced when the Needs Assessment Study is provided to the Client.

SPA will invoice the Client a flat amount of \$3,000.00 for the trip for the Needs Assessment Study visit for two people, which will cover airfare, hotel, rent car, airport parking, mileage to airport, travel time and any other related travel expenses.

Step 2-Conceptual Design:

Option A: New Construction

~~Our fee will be a lump sum of Twenty Two Thousand Dollars (\$22,000). Twenty five percent (25%) of this fee will be invoiced at the start of Step 2, an additional 65% will be invoiced when the initial Floor Plan and Site Plan is provided, and the balance of this fee will be invoiced when the final Floor Plan and Site Plan is provided to the Client.~~

- ~~2. If any additional deliverables beyond what is described in this agreement are requested and they involve physical printing or plotting, or courier services, or similar expenses these will be reimbursable expenses and will be invoiced to the Client at the same amounts as they are billed to SPA.~~
- ~~3. Please note that if it is determined a shelter larger than 15,000 SF is needed or desired, the fee for the Conceptual Design will need to be increased at a rate of \$1.00 per SF.~~
- ~~4. Payment should be made within 30 days of receipt of the invoice.~~
- ~~5. Hourly rates as of January 1, 2024, are indicated below, these rates are valid for the 2025 year and may be adjusted on an annual basis. If adjustments are made during this agreement period, the client shall be notified in writing:~~

Principal	225
Associate Principal / Director	185
Project Architect	170

1000 Texan Trail Suite 260, Grapevine, TX 76051 & 3200 W. Market St, Suite 205 Fairlawn, OH 44333

Phone (817) 265-8522 www.shelterplannersofamerica.com

FMD Architects, Inc. dba Shelter Planners of America

Project Manager / Job Captain	150
Senior Designer	150
Modeling / Drafting	105
Support Staff	95
Admin	80

PROPOSED SCHEDULE:

The schedule would generally be as follows:

STEP 1- Needs Assessment Study

1. Notice to Proceed will be the receipt of the signed agreement: To be Determined
2. SPA will immediately send a letter requesting certain information prior to the Needs Assessment meeting.
3. Initial meeting for Needs Assessment and tour of existing Shelter: 2 Weeks after we receive the requested information.
4. Provide draft version of Needs Assessment: 6 - 8 Weeks.
5. Owner review and comment on draft version: 1 Week.
6. Provide final Needs Assessment: 1 Week.

~~STEP 2- Conceptual Design~~

- ~~7. Notice to Proceed with Step 2 will be the receipt of written authorization.~~
- ~~8. Meeting to present initial Conceptual Design of Floor Plan and Site Plan: 6 - 8 Weeks.~~
- ~~9. Modify Conceptual Design of Floor Plan and Site Plan: 2 Weeks.~~
- ~~10. Owner review and comment on Conceptual Design of Floor Plan and Site Plan: 1 Week.~~
- ~~11. Provide final Conceptual Design of Floor Plan and Site Plan: 2 Weeks.~~

Please note the exact schedule is subject to several variables.

Please provide in the space below the name and contact information of the person(s) to whom we should email our invoices:

Name: _____
 Title: _____
 Physical address: _____
 Email address: _____
 Phone No. _____

Shelter Planners of America is pleased to provide this proposal for your consideration. Please contact me on my cell phone at (817) 881-1510 if you have any questions. If this proposal is acceptable, please sign below and return one copy to SPA.

Sincerely,



Michael Barnard, AIA, ACO
Principal
Shelter Planners of America

Accepted by

Signature

Name and Title

Date

L: P1846 SPA Proposal for Smith County TX 1-13-25

DRAFT

10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/17/2025	Submitted by: T. Wilson
Meeting Date: 01/21/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Pct. 4, Pct 5, & DA's Office Racial Profiling Report	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive the 2024 Racial Profiling Report and Exemption in accordance with Texas Code of Criminal Procedure, Chapter 2B for the following Smith County Law Enforcement Agencies: a. Smith County Constable Precinct 4; b. Smith County Constable Precinct 5; and c. Smith County Criminal District Attorney's Office.	
Background: In accordance with Texas Code of Criminal Procedure Article, 2B.0053(7)(B) each law enforcement agency of a political subdivision must submit to the Texas Commission on Law Enforcement and the Governing Body for that agency, a Racial Profiling Report or exemption. The Commissioners Court has the ministerial duty (without judgment or discretion) to receive the report or exemption from the law enforcement agency.	
Financial and Operational Impact: N/A	
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is a Budget Amendment Necessary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Return Signed Documents to:	
Reviewed By:	
<input type="checkbox"/> County Auditor	<input type="checkbox"/> Chief Technical Officer
<input type="checkbox"/> Purchasing Director	<input type="checkbox"/> Other Relevant Reviewers(s):
<input type="checkbox"/> Legal Department	<input type="checkbox"/> County Judge

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.

Item Received By: _____ **Date:** _____

SUBMIT

Racial Profiling Report | Full

Agency Name: SMITH CO. CONST. PCT. 4
Reporting Date: 01/13/2025
TCOLE Agency Number: 423104

Chief Administrator: JOSHUA J. JOPLIN

Agency Contact Information:
Phone: (903) 590-4871
Email: jjoplin@smith-county.com

Mailing Address:
14152 HWY 155 N
WINONA, TX 75792-0318

This Agency filed a full report

SMITH CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SMITH CO. CONST. PCT. 4 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SMITH CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the SMITH CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SMITH CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the SMITH CO. CONST. PCT. 4 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SMITH CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: JOSH JOPLIN
Constable

Date: 01/13/2025

Total stops: 609

Street address or approximate location of the stop

City street	99
US highway	20
County road	173
State highway	317
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	24
No	585

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	6
Black	126
White	319
Hispanic / Latino	156

Gender

Female	263
Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	46
White	149
Hispanic / Latino	65
Male	346
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	80
White	170
Hispanic / Latino	91

Reason for stop?

Violation of law	327
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	71
White	170

Hispanic / Latino	83
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	255
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	46
White	137
Hispanic / Latino	67
Vehicle traffic violation	27
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	12
Hispanic / Latino	6
Was a search conducted?	
Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
No	607
Alaska Native / American Indian	2
Asian / Pacific Islander	6
Black	125
White	319
Hispanic / Latino	155
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	1		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	1		

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	322

Alaska Native / American Indian	2
Asian / Pacific Islander	3
Black	59
White	184
Hispanic / Latino	74
Written warning	102
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	24
White	52
Hispanic / Latino	26
Citation	185
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	43
White	83
Hispanic / Latino	56
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	609
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	609
Resulted in disciplinary action	0
Did not result in disciplinary action	609

Comparative Analysis

- Use TCOLE's auto generated analysis
- Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full

Agency Name: SMITH CO. CONST. PCT. 5
Reporting Date: 01/06/2025
TCOLE Agency Number: 423105

Chief Administrator: TERRY W. HICKS

Agency Contact Information:
Phone: (903) 590-4901
Email: whicks@smith-county.com

Mailing Address:
2616 South Main
LINDALE, TX 75771

This Agency filed a full report

SMITH CO. CONST. PCT. 5 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SMITH CO. CONST. PCT. 5 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SMITH CO. CONST. PCT. 5 if the individual believes that a peace officer employed by the SMITH CO. CONST. PCT. 5 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SMITH CO. CONST. PCT. 5 who, after an investigation, is shown to have engaged in racial profiling in violation of the SMITH CO. CONST. PCT. 5 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SMITH CO. CONST. PCT. 5 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: WESLEY HICKS
Constable

Date: 01/06/2025

Total stops: 211

Street address or approximate location of the stop

City street	48
US highway	31
County road	75
State highway	54
Private property or other	3

Was race or ethnicity known prior to stop?

Yes	37
No	174

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	30
White	139
Hispanic / Latino	37

Gender

Female	78
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	12
White	56
Hispanic / Latino	9
Male	133
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	18
White	83
Hispanic / Latino	28

Reason for stop?

Violation of law	55
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	12
White	31

Hispanic / Latino	11
Preexisting knowledge	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1
Moving traffic violation	129
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	14
White	90
Hispanic / Latino	21
Vehicle traffic violation	24
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	17
Hispanic / Latino	4
Was a search conducted?	
Yes	39
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	7
White	24
Hispanic / Latino	7
No	172
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	23
White	115
Hispanic / Latino	30
Reason for Search?	
Consent	27
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	18

Hispanic / Latino	5		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	8		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	4		
White	3		
Hispanic / Latino	1		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	4		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	3		
Hispanic / Latino	1		
Was Contraband discovered?			
Yes	16	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	6	Yes 1	No 5
White	9	Yes 5	No 4
Hispanic / Latino	1	Yes 0	No 1
No	23		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	1		
White	15		
Hispanic / Latino	6		

Description of contraband	
Drugs	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	8
Hispanic / Latino	1
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Result of the stop	
Verbal warning	14

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	13
Hispanic / Latino	1
Written warning	114
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	15
White	77
Hispanic / Latino	20
Citation	80
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	15
White	47
Hispanic / Latino	15
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	2
Hispanic / Latino	1
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	210
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	30
White	138
Hispanic / Latino	37

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

SMITH CO. CONST. PCT. 5

01. Total Traffic Stops:	211	
02. Location of Stop:		
a. City Street	48	22.75%
b. US Highway	31	14.69%
c. County Road	75	35.55%
d. State Highway	54	25.59%
e. Private Property or Other	3	1.42%
03. Was Race known prior to Stop:		
a. NO	174	82.46%
b. YES	37	17.54%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	5	2.37%
c. Black	30	14.22%
d. White	139	65.88%
e. Hispanic/ Latino	37	17.54%
05. Gender:		
a. Female	78	36.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.47%
iii. Black	12	5.69%
iv. White	56	26.54%
v. Hispanic/ Latino	9	4.27%
b. Male	133	63.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	1.90%
iii. Black	18	8.53%
iv. White	83	39.34%
v. Hispanic/ Latino	28	13.27%
06. Reason for Stop:		
a. Violation of Law	55	26.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.82%

Racial Profiling Analysis Report

iii. Black	12	21.82%
iv. White	31	56.36%
v. Hispanic/ Latino	11	20.00%
b. Pre-Existing Knowledge	3	1.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%

c. Moving Traffic Violation	129	61.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	3.10%
iii. Black	14	10.85%
iv. White	90	69.77%
v. Hispanic/ Latino	21	16.28%

d. Vehicle Traffic Violation	24	11.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	12.50%
iv. White	17	70.83%
v. Hispanic/ Latino	4	16.67%

07. Was a Search Conducted:

a. NO	172	81.52%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	2.33%
iii. Black	23	13.37%
iv. White	115	66.86%
v. Hispanic/ Latino	30	17.44%
b. YES	39	18.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.56%
iii. Black	7	17.95%
iv. White	24	61.54%
v. Hispanic/ Latino	7	17.95%

08. Reason for Search:

a. Consent	27	12.80%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.70%
iii. Black	3	11.11%
iv. White	18	66.67%
v. Hispanic/ Latino	5	18.52%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	8	3.79%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	4	50.00%
iv. White	3	37.50%
v. Hispanic/ Latino	1	12.50%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	4	1.90%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	1	25.00%
09. Was Contraband Discovered:		
YES	16	7.58%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	6	37.50%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	5	
iv. White	9	56.25%
Finding resulted in arrest - YES	5	
Finding resulted in arrest - NO	4	
v. Hispanic/ Latino	1	6.25%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
b. NO	23	10.90%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	4.35%
iii. Black	1	4.35%
iv. White	15	65.22%
v. Hispanic/ Latino	6	26.09%
10. Description of Contraband:		
a. Drugs	14	6.64%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	35.71%
iv. White	8	57.14%
v. Hispanic/ Latino	1	7.14%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	2	0.95%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	14	6.64%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	13	92.86%
v. Hispanic/ Latino	1	7.14%
b. Written Warning	114	54.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.75%
iii. Black	15	13.16%
iv. White	77	67.54%
v. Hispanic/ Latino	20	17.54%
c. Citation	80	37.91%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	3.75%
iii. Black	15	18.75%
iv. White	47	58.75%
v. Hispanic/ Latino	15	18.75%
d. Written Warning and Arrest	1	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

e. Citation and Arrest	2	0.95%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	3	1.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	210	99.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	2.38%
iii. Black	30	14.29%
iv. White	138	65.71%
v. Hispanic/ Latino	37	17.62%
b. YES	1	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/06/2025

Racial Profiling Report | Exempt

Agency Name: SMITH CO. DIST. ATTY.'S OFFICE
Reporting Date: 01/02/2025
TCOLE Agency Number: 423140

Chief Administrator: CLINTON H. BENSON

Agency Contact Information:
Phone: (903) 590-1737
Email: cbenson@smith-county.com

Mailing Address:
100 N. Broadway, Suite 400
Smith County Courthouse
TYLER, TX 75702

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: CLINTON BENSON
Chief Investigator

Date: 01/02/2025

Submitted electronically to the



The Texas Commission on Law Enforcement

11

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/14/25	Submitted by: Don Bell
Meeting Date: 1/21/25	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Agreement with Optimum Business for Fiber Moves	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an agreement between Smith County and CSC Holdings, LLC on behalf of Cequel Communications, LLC DBA Optimum/Optimum Business, formerly known as Suddenlink Communications and authorize the County Judge to sign all related documentation.	
Background: This agreement provides for the move of Suddenlink Fiber in the Annex (200 E. Ferguson) and relocate that Fiber to the new Data Center located on the 2nd floor. This is a one time cost and can only be completed by Suddenlink technicians since it is their fiber. This is a Discretionary Purchasing Exemption pursuant to Texas Local Government Code, 262.024(a)(7)(C&D) (Sole Source/Component Parts).	
Financial and Operational Impact: The total cost for the project is \$3,832.72.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Don Bell	Email: dbell@smith-county.com
Name: Rhonda Laney	Email: rlaney@smith-county.com
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Service Agreement/ Order Form

Date: 1/8/2025

Customer Information

Customer Status: Existing Customer

Customer Name: Smith County Fiber Master

Billing Address: 200 E FERGUSON ST TYLER TX 75702-5962
07

Street Address Suite City State Zip Code

Billing Contact: Haley Martinez *Phone* 903-590-4713 *Email* hmartinez@smith-county.com

Order Contact: Colton Sheffield *Phone* 903-590-4788 *Email* cshffield@smith-county.com

Optimum Contact: Michelle Thomason *Phone* (903) 245-7430 *Email* michelle.thomason@alticeusa.com

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: Change (Service)	Account #: 7086458011
Service Location Type: LIT	Service Location Type:
'A' Location: 200 E Ferguson St, Tyler, TX 75702-5956	'Z' Location:
Demarc: 2nd Floor Data Center	Demarc:
	Type II: <input type="checkbox"/>

		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
1	Fiber Installation	\$0.00	1	\$0.00	\$3,832.72
2	Reconfiguration	\$0.00	1	\$0.00	\$0.00

Service Term:	Co-terminus	<i>For Internal Use Only</i>
Total Monthly Recurring Charge:	\$0.00	
Total Installation Charge:	\$3,832.72	

Remarks

Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at <https://www.optimum.com/terms-of-service/business> Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer	Cequel Communications, LLC (Optimum Business)
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	
Phone: _____	

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** ~~Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the good under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date Smith County receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025.~~ The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees ("Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
 - a. **Monthly Term.** If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
 - b. **Initial Term Subscription.** If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
 - i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term", you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
 - ii. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you

move, to your new location if in a Optimum-served area (subject to any installation charges).

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.
8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.
10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.
11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.
- a. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
- b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.
- c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
- d. **Operation of Equipment.** Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
- e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
- f. **Software.** Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
- g. **Repair.** Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided

equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.
13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.
14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.
 - a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.
 - b. **Emergency Calling Services (E911) for Hosted Voice Service:** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.
15. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
16. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.
17. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.
18. **Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:
 - (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed;
 - (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
 - (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service;
 - (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent;
 - (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
 - (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.
1. **Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.
2. **Termination for Non-Appropriation by Customer.** [Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of the local government. In the event of non-appropriation, Vendor will be provided ten \(10\) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.](#)
- 19.
20. **Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
21. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
22. **Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible

for any products, merchandise or prizes promoted or purchased through the use of the Services.

23. **Telephone Communications Regarding Customer Account or Service.** **Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account- related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at <http://www.Optimum.com>.

24. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.
25. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.
26. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of \$5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

~~27. **Indemnification.** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.~~

27. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

28. **TEXAS ALTERNATIVE DISPUTE RESOLUTION.** All claims or disputes arising out of or relating to this contract, shall first be attempted to be resolved internally, upon agreement by the parties. In the event the parties are unable to resolve the dispute through informal negotiations, and prior to commencement of any court proceedings the Parties shall submit this matter to non-binding mediation. The parties shall mutually agree to a mediator, and the mediation shall be conducted in Smith County, Texas. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Each party shall pay its own legal and other costs relating to the mediation regardless of the outcome of the mediation. The foregoing shall not apply to claims for equitable relief.

~~28-29.~~

29. **BINDING ARBITRATION.** Please read this section carefully. It affects Customers rights

~~a. **Agreement to Arbitrate Disputes.** Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:~~

- ~~• Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.~~
- ~~• Claims that arose before this or any prior Agreement; and~~
- ~~• Claims that may arise after the termination of this Agreement.~~

~~Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.~~

~~Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**~~

~~b. **Opting Out of Arbitration.** IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.~~

~~IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE~~

~~BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT. IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.~~

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMER NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rules/forms/fees>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than \$50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three arbitrator panel will be selected according to AAA rules. The three arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of \$1,000 or less, Customer's share of the fees will be capped at \$100, and If Customer is seeking claims of between \$1,001-\$10,000, Customer's share of such fees will be capped at \$200. If Customer is seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations

commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. **Governing Law.** Subject to Section 29.h above, ~~T~~Ihis Agreement shall be governed by the laws of the state of ~~Texas~~New York.
31. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
32. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).
33. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.
34. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.
35. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website (www.Optimum.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement (“SLA”) covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer’s sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum’s objective is a four (4) hour mean-time-to-repair (“MTTR”)

SERVICE LEVEL GUARANTEE

Interruption/Outage (“Interruption”): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum’s trouble reporting system. An Interruption period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum’s control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to enterprisecare@alticeusa.com within thirty (30) calendar days of the Interruption.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer’s monthly recurring charges for the circuit/service experiencing the Interruption as follows:

<u>Outage Duration</u>	<u>Credit of Monthly Charges</u>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

- a. Interruptions caused by the negligence of Customer or third parties outside of Optimum’s control.
- b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
- c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
- d. Interruptions which continue because of Customer’s failure to authorize replacement of any element of the Service.
- e. Interruptions due to force majeure events.
- f. No trouble found or where the fault of the trouble is undetermined.

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/14/2025	Submitted by: Christina Haney
Meeting Date: 1/21/2025	Department: Purchasing
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Contract Renewal for 11-20 Land and Vital Records Management System	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the (1) one-year renewal option with GOVOS, formerly Kofile, for RFP-11-20 Land and Vital Records Management System and authorize the County Judge to sign all related documentation.	
Background: We originally awarded this item on 6/30/2020. The terms of the agreement are for 5 years with 3 - 1 year renewals. This will be the first renewal. No price increase.	
Financial and Operational Impact: \$172,041.00 per year	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

**AGREEMENT RFP-11-20
BETWEEN SMITH COUNTY AND KOFILE TECHNOLOGIES, INC.
RECORDS MANAGEMENT AND IMAGING SYSTEM**

This Agreement is made and entered into by and between the Smith County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Smith County Commissioners Court and Kofile Technologies, Inc. ("Contractor") with a place of business at 6300 Cedar Springs, Dallas, Texas 75235. Both County and Contractor are sometimes referred to as "Party", or collectively as "Parties."

WHEREAS, County issued RFP-11-20 Request for Proposals (RFP) for a Land and Vital Records Management System (LVRMS) for the Smith County Clerk's Office, in accordance with Chapter 262 of the Texas Local Government Code;

WHEREAS, Contractor responded to RFP; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHEREAS, County has selected Contractor as the highest ranked firm for County RFP-11-20 and agrees to pay Contractor for the services provided as detailed in this Agreement;

WHEREAS, Contractor as agreed in accordance with the terms and conditions below to provide the County with its Vanguard Records Management system for recording and retrieving land and vital records for the Smith County Clerk's Office.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, County and Contractor mutually agree as follows:

INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

1. MOU Re: RFP-11-20, dated June 18, 2020, attached as Exhibit A;
2. Contractor's BAFO RFP-11-20, dated June 23, 2020 attached as Exhibit B;
3. Contractor's response to the RFP-11-20, dated March 9, 2020, attached as Exhibit C;
and
4. County's RFP-11-20, Exhibit D

1. TERM

This Agreement will become effective on the date of full execution by the parties (the "Effective Date") and shall continue for a period of Five (5) years, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term").

This Agreement may be renewed, in County's sole discretion, for up to three (3) additional one (1) year periods based on existing terms, conditions, Contractor's performance, pricing, and fiscal year funding availability, as evidenced by formal written approval of the Commissioners Court and Contractor (collectively the "Term"). Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed one hundred eighty (180) days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

2. SYSTEM AND SERVICES

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, Kofile will provide County with Records Management and Imaging System, comprising information technology products, software and materials (collectively, the "System"), and the related services ("Services") described in the incorporated documents listed hereto as **Exhibits A, B, C, & D**.

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES OR WORK

Contractor agrees to accept the specified compensation as set forth in **Exhibit B** as full remuneration for performing all services and furnishing all professional services, supervision, labor, personnel, staffing, documentation, reports, taxes, travel, transportation, shipping, freight, insurance requirements, bonds, supplies and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for products and services delivered in accordance with this Agreement. County shall have no obligation to pay any sum in excess of total Agreement amount specified herein.

Invoices shall be verified and approved by the County authorized representative and subject to routine processing requirements. Payments made by the County shall not preclude the right of County from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the services and/or goods. Payment will be made upon receipt and acceptance by the County of completed work, services or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

The County reserves the right to withhold any payment or partial payment otherwise due the Contractor for unsatisfactory performance, services or work incomplete, unacceptable work or services or damage by the Contractor, his employees or subcontractors. The County shall provide notice of any work or services that involve disputed costs, involve disputed audits, that is deemed to be incomplete or unacceptable, for which the Contractor shall rectify that condition to the satisfaction of County. If Contractor fails to rectify and correct the incomplete or unacceptable work or damage within a reasonable time, County will also reduce the bill for any services deemed unsatisfactory, unacceptable, and incomplete or damaged. At no time will penalty assessment be recoverable by the Contractor. Contractor shall take all proper precautions to protect County and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Contractor, the Contractor will be required to make repairs and/or restitution immediately at its own expense.

Prompt Payment Act: Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

All invoices must reference a valid Smith County Purchase Order Number (when applicable).

County reserves the right to withhold payment to the Contractor or to require Contractor to return payment(s) received from County in the event Contractor's performance does not comply with any provision of this Agreement. Contractor agrees to return any unearned amounts paid by County within thirty (30) days following the final date of the Term or within thirty (30) days following County delivery of a notice to the Contractor that amounts paid to be returned.

Contractor shall submit monthly invoices for all services or work performed during the previous calendar month. Two (2) invoices are required. All invoices shall be submitted to the Smith County Auditor's Office with a copy to originating department indicated below and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. Failure to provide the appropriate supporting documentation will result in the delay payment. Invoices shall cover goods and services not previously invoiced. Contractor shall reimburse the Smith County for any monies paid to Contractor for goods or services not provided or when goods and services provided do not meet the Agreement requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or invoiced under this Agreement and shall not be construed as acceptance of any part of the goods or services.

Invoices and support documentation are to be sent to:

Original invoice shall be sent to: Smith County Clerk, 200 E. Ferguson, Suite 300, Tyler, Texas 75702

Copy of invoice(s) shall be sent to: Smith County Purchasing Department, 200 E. Ferguson, Suite 414, Tyler, Texas 75702

At minimum, the original invoices submitted against the agreement, must reference all of the following information: (i) name and address of Kofile. (ii) detailed breakdown of all charges for the services or products delivered stating any applicable period of time, and (iii) County purchase order number, if applicable.

All itemized optional services requested by the user department should be listed on a separate invoice. All billing shall be done on a timely and accurate basis. Contractor shall submit monthly invoices from services completed in the previously month no later than the 15th of each month. Payment will be made within thirty (30) days after receipt of an approved invoice with supporting documentation to the Smith County Auditor's Office. Upon termination of this Agreement, amounts due the Contractor from the County under the terms of this Agreement, shall be prorated as of the date of termination. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid.

4. SALES AND USE TAXES

If County is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the County under this Agreement. Kofile may be considered a limited agent of the County for the sole purpose of purchasing goods or services on behalf of the County without payment of taxes from which County is exempt. If Kofile is required to pay taxes by determination of a proper taxing authority having jurisdiction over the System components or Services provided under this Agreement, County agrees to reimburse the Kofile for payment of those taxes.

5. DELIVERY AND ACCEPTANCE

Kofile will arrange for delivery of the appropriate System components to the County installation site(s), as set forth in **Exhibit C**. Shipment of the hardware shall be F.O.B. to the receiving point at each installation site. Kofile will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in **Exhibit C**.

6. CONFIDENTIALITY AND OPEN RECORDS ACT

Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

Public Information Act. The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requesters") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requesters have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requesters from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly

agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

Confidential or Proprietary Marking. Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7. PRODUCT AND SYSTEM OWNERSHIP AND USE RIGHTS

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "Kofile Intellectual Property"). County understands and agrees that all Kofile Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Kofile. To the extent the System includes third-party software components provided by Kofile as part of the System, such third-party software will be subject to the provisions of the software licenses provided by those third-party software vendors. The provisions of this Section shall survive termination of this Agreement.

Kofile and County shall enter into a separate software license agreement whereby Kofile will license to County certain rights to certain Kofile Intellectual Property as described in such agreement.

8. OWNERSHIP OF DATA

All County data, including real property records, shall remain the property of the County. The County data shall not be used by Kofile other than in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, subcontractors, invitees, or assigns, or any third party, in any respect. Kofile shall not delete or destroy any County data or media on which County data resides without prior, written, signed authorization of the County. At no cost to the County, Kofile shall, upon request, promptly return to the County, in the format and on the media in use as of the date of the request, any and all requested portions of any County data it may have in its possession or control.

9. RESPONSIBILITY FOR DATA BACKUP

Kofile is responsible for maintaining a complete and full up-to-date backup of the System at all times. At any time, the County can provide a written request for a copy of such backup.

10. PERFORMANCE STANDARDS AND SYSTEM WARRANTIES

Kofile warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to County under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Kofile; and (c) the System delivered by Kofile will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

The limited System warranty provided pursuant to clause "b" in the preceding paragraph shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Kofile; (ii) any System component that has been altered or modified by County or any third party that has not been authorized to do so in writing by Kofile; (iii) any System component that is damaged due to the negligence or misconduct of County or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Kofile; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, County shall give Kofile prompt written notice that identifies each defect with specificity. Kofile will investigate and verify each reported defect. Upon verification by Kofile of a reported defect, Kofile shall (as determined by Kofile in the sole discretion of Kofile) repair, replace, or otherwise correct each verified defect at no cost to County.

Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO COUNTY EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. KOFILE MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. KOFILE EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK, SERVICES, OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF

CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL

INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES , INCLUDING, BUT

NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART

BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF COUNTY AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS, OR OMISSIONS.

NO INDEMNIFICATION BY COUNTY: CONTRACTOR ACKNOWLEDGES AND AGREES THAT COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL: THESE PROVISIONS SHALL SURVIVE COMPLETION, SUSPENSION, TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT, OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

12. INSURANCE

Before commencing work under this Agreement, Kofile shall furnish to the Smith County Director of Purchasing evidence showing the following insurance coverage to be in force:

- (i) Worker's Compensation in accordance with State Territorial Worker's Compensation Laws, and Employer's Liability Insurance;
- (ii) Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions insuring Kofile's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00; and
- (iii) Comprehensive automobile and truck liability insurance to include coverage of

owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Kofile will provide evidence of coverage on a standard ACORD form certificate of insurance. Insurer shall be required to provide County with a notice by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

13. RISK OF LOSS OR DAMAGE TO HARDWARE

Kofile will bear the risk of loss or damage to any System component while in transit to County installation site(s). County will bear all risk of loss or damage to any System component after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Kofile, its employees, agents, or representatives.

14. LIMITATIONS OF LIABILITY

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO KOFILÉ HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY COUNTY TO KOFILÉ DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY.

15. TERMINATION OF AGREEMENT

If Kofile materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by County shall be effective upon delivery of final payment to Kofile of all sums due under this Agreement to the effective date of the termination. County agrees to discontinue use of all hardware, software, and other Kofile-owned materials no later than the effective date of termination and return the hardware, software, and other Kofile-owned materials to Kofile within thirty (30) calendar days after termination.

If either party materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, either party may terminate this Agreement for breach. Termination by either party shall be effective upon written notice to the other party. In the event of a breach of this agreement by the County, the County agrees to discontinue use of all hardware, software, and other Kofile-owned materials no later than the effective date of termination and return the hardware, software, and other Kofile-owned materials to Kofile within thirty (30) calendar days after termination.

Either party may terminate this Agreement at the end of the Term or any Extended Term by providing thirty (30) calendar days written prior notice to the other party of the non-renewal of the Agreement.

This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Kofile if County has failed to receive funds for the continued procurement of the System or Services after every reasonable effort has been made by County to secure the necessary funding and if no substitute arrangement is made by County to obtain the same or similar System or Services from another source.

County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least ninety (90) days after the date of such notice. In connection with any such termination County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) Stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services as shall not have been terminated by such notice.

Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment

16. RELATIONSHIP OF THE PARTIES

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Kofile and County are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Kofile shall not be restricted from providing systems or performing services for others and shall not be bound to County except as provided under this Agreement.

17. CONFLICT OF INTEREST

No public official shall have any interest in this Agreement, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

18. INDEPENDENT CONTRACTOR

Kofile shall be and remain an independent contractor throughout the Term and any Extended Term of this Agreement.

19. NOTICES TO PARTIES

Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the

other, in writing, of any change in the designated addressee or related information.

To Kofile:

Kofile Technologies, Inc.
6300 Cedar Springs
Dallas, TX 75235

To County:

Smith County Clerk, c/o Smith County
Purchasing Dept.
200 E. Ferguson
Tyler, Texas 75702

Attn: _____

Telephone: 214-442-6668
Facsimile: 214-442-6669

Telephone: 903-590-4720
Facsimile: 903-590-4723

20. ORDER OF PRECEDENCE OF RELATED DOCUMENTS.

In the event of a conflict or ambiguity within, between or among the provisions of this Agreement and/or any of the referenced or incorporated documents, all parties agree that the provisions of this Agreement shall take precedence and be supported by any provisions in the referenced or incorporated documents that are favorable to the County's position.

22. DISPUTE RESOLUTION

It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Kofile and the County (or a representative of County who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. DEBARMENT

Kofile certifies that it is not on the federal government's list of suspended, ineligible or

debarred contractors at the time of execution of this Agreement. If Kofile is placed on this list during the term of this Agreement, Kofile shall notify the Smith County Director of Purchasing. False certification or failure to notify may result in termination of this Agreement for default.

24. HEADINGS

The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

25. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

26. ASSIGNMENT

This Agreement shall be binding on the parties and each party's successors and assigns. Kofile may not assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement, except to a corporate parent, subsidiary, or affiliate of Kofile. Any other attempt to make an assignment without prior written consent of the County shall be void.

27. WAIVER OR FORBEARANCE

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

28. INJUNCTIVE RELIEF

The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Kofile; or other breach by County may not be adequate for protection of Kofile, and accordingly Kofile shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

29. CUMULATIVE REMEDIES

All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

30. SURVIVAL

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

31. GOVERNING LAW AND VENUE

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought only in a court of competent jurisdiction in Smith County, Texas.

32. COUNTERPARTS; NUMBER/GENDER; HEADINGS AND ELECTRONIC SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and constructed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement. Signatures delivered by email in .pdf format shall be deemed original signatures for purposes of this Agreement.

33. ENTIRE AGREEMENT

The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Kofile and the County have executed this Agreement.

KOFI TECHNOLOGIES, INC.

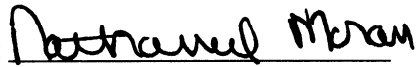
Signature: 

Printed Name: Hubert Auburn

Title: Senior Vice President

Date: 6/29/2020

SMITH COUNTY

Signature: 

Printed Name: Nathaniel Moran

Title: County Judge

Date: 6/30/2020



COUNTY OF SMITH

Purchasing

Jaye Latch, CPPO, CPPB, Director

200 E. Ferguson, Suite 414

Tyler, Texas 75702

903-590-4720

January 08, 2025

Mr. Mark Nicks
Kofile/GOVOS

Re: Contract Extension, RFP-11-20 Land and Vital Records Management System

Dear Mr. Nicks,

The above contract was awarded to your company on June 30, 2020. It has been determined that your company has performed in accordance with the terms and conditions of our Contract. Therefore, Smith County desires to exercise its option to renew the Contract effective from June 30, 2025 through June 30, 2026. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above reference Contract.

All of our vendors are very important to us and GOVOS's performance with Smith County's County Clerk Office has been very satisfactory. Please sign this notification and return to the Purchasing Department. Your signature will show, for our records, your approval for a one (1) year renewal on this contract.

Sincerely,

Smith County Purchasing Department

I hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company: GOVOS

Signed: 

Date: 1/8/25

Print Name: Josh Stanley

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/13/2025	Submitted by: Jennafer Bell
Meeting Date: 1/21/2025	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - December 2024	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Accept Commissioners Court minutes for December 2024.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF DECEMBER 2024 A.D.
ACCEPTED THE 21ST DAY OF JANUARY 2025 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



50-24
**COMMISSIONERS COURT
MINUTES
December 3, 2024**

On Tuesday, December 3, 2024, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Pam Frederick	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 Terry Phillips	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

**IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES
AND THE STATE OF TEXAS**

Commissioner Pam Frederick

V. PUBLIC COMMENT:

OPEN SESSION: 9:30 AM

PRESENTATIONS

HUMAN RESOURCES

1. Receive a presentation from Smith County AgriLife Extension regarding volunteers and their service to Smith County.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner Terry Phillips – Precinct 3 to reappoint Smith County Fire Marshal Chad Hogue for a two-year term, effective December 20, 2024, pursuant to Texas Local Government Code, Section 352.011 (b); approve his annual bond; and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the one-year renewal option with Hamilton Supply, Wilson Culverts and Striping Technology, LP, for the following bids and authorize the county judge to sign all related documentation:
 - A. RB-04-24 Annual Drainage, and
 - B. RB-05-24 Roadway Striping.*Passed 5-0; Abstain: (None); Absent: (None).*
4. The following motions were made to award annual contracts for the following bids:
 - A. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award an annual contract to Bryan and Bryan Oil LLC, for RB-02-25 Refined Road Oil and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
 - B. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award an annual contract to Unique Paving for RB-03-25 Asphaltic Concrete Patching Materials and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
 - C. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to award an annual contract to Texas Material as primary 1 and Longview Asphalt as primary 2 for RB-04-25 Hot Mix Asphalt.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

5. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to sign:
 - A. Final plat, The Batie Place, Precinct 3.
Passed 5-0; Abstain: (None); Absent: (None).

6. Receive pipe and/or utility installation request (notice only):
- A. County Road 152, 156, 153, Brightspeed, install fiber optic cable, Precinct 1,
 - B. County Road 148, 172, 1282, Brightspeed, install fiber optic cable, Precinct 1,
 - C. County Road 1284, 1215, 142, Brightspeed, install fiber optic cable, Precinct 1,
 - D. County Road 149, 146, 1276, 1341, 147, 1334, Brightspeed, install fiber optic cable, Precinct 1,
 - E. County Road 149, 150, 1236, Brightspeed, install fiber optic cable, Precinct 1,
 - F. County Road 133, 144, 140, 139, 137, 1299, 141, 1203, 148, 1202, 169, Brightspeed, install fiber optic cable, Precinct 1,
 - G. County Road 1215, 1337, 1270, 1350, Brightspeed, install fiber optic cable, Precinct 1,
 - H. County Road 137, 169, 1292, 1314, 148, 1215, 1332, 1265, 1321, 1323, Brightspeed, install fiber optic cable, Precinct 1,
 - I. County Road 2607, Charter-Spectrum, install power supply, Precinct 2, and
 - J. County Road 46, 47, 1303, 1292, 1297, Vexus Fiber LLC, install aerial and underground fiber optic cable, Precinct 4.
- No Action Necessary.*

AUDITOR'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
- Passed 5-0; Abstain: (None); Absent: (None).*

SHERIFF'S OFFICE

8. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.
- No Action Necessary.*

COURT RECESS: 9:51 A.M.

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

SECTION 551.071. CONSULTATIONS WITH ATTORNEY

9. Receive update and legal briefing regarding Baker & Co. Construction LLC v. Smith County, Texas, Cause NO. 23-0563-B.

COURT RESUMED: 10:06 A.M.

OPEN SESSION: 10:06 A.M.


COMMISSIONERS COURT

10. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to enter into a professional service agreement with Greg Smith, of Smith Legal, regarding Baker & Co. Construction, LLC v. Smith County, Texas, Cause No. 23-0563-B.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 10:07 A.M.


Meeting adjourned by Judge Neal Franklin.

Date: 1/16/25

Approved: 
County Judge Neal Franklin

County of Smith

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for December 3, 2024.


KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

1-16-25
Date





51-24
COMMISSIONERS COURT
MINUTES
December 10, 2024

On Tuesday, December 10, 2024, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Pam Frederick	Present
Commissioner: Precinct 2 John Moore	Absent
Commissioner: Precinct 3 Terry Phillips	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

Commissioner Terry Phillips

V. PUBLIC COMMENT:

OPEN SESSION: 9:30 AM

PUBLIC HEARING:

1. Receive input regarding the reinvestment zone renewals for Tyler Pipe and John Soules Foods.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner Pam Frederick – Precinct 1 to renew the designation of the John Soules Foods Reinvestment Zone.
Passed 4-0; Abstain: (None); Absent: (1).
3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Terry Phillips – Precinct 3 to renew the designation of the Tyler Pipe Reinvestment zone.
Passed 4-0; Abstain: (None); Absent: (1).

INFORMATION TECHNOLOGY

4. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a discretionary exemption and contract for software services provided by Environmental Systems Research Institute, Inc (ESRI) to upgrade the software to an Enterprise Agreement and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1).

SHERIFF'S OFFICE

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Pam Frederick – Precinct 1 to approve a five-year agreement with Axon Enterprise, Inc. via BuyBoard Cooperative Purchasing Program for tasers for the Sheriff's Office and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1).

AUDITOR'S OFFICE

6. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the 2024 Federal Equitable Sharing Agreement and Certification for the Smith County Sheriff's Office and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1).

HUMAN RESOURCES

7. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the County Court at Law No. 2 Judge a one-time exception request to hire and pay based on the level of experience.
Passed 4-0; Abstain: (None); Absent: (1).

RECURRING BUSINESS

COMMISSIONERS COURT

8. Receive monthly reports from Smith County departments.
No Action Necessary.

ROAD AND BRIDGE

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Pam Frederick – Precinct 1 to authorize the county judge to sign the final plat for:

A. Brown Subdivision, Precinct 2.

Passed 4-0; Abstain: (None); Absent: (1).

10. Receive pipe and/or utility line installation request (notice only):

A. County Road 223, 246, 242, 243, 2341, 2309, 21, 234, 233, Charter-Spectrum, install underground and aerial fiber optic cable, vaults and pedestals, Precinct 2,

B. County Road 3199, Charter-Spectrum, install pole with power supply and fiber optic cable. Precinct 2,

C. County Road 244, 3211, 26, 29, 3199, 2284, 217, Charter-Spectrum, install aerial and underground fiber optic cable, Precinct 3, and

D. County Road 393, 384, Charter-Spectrum, install underground fiber optic cable, vaults and pedestals, Precinct 3.

No Action Necessary.

AUDITOR'S OFFICE

11. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 4-0; Abstain: (None); Absent: (1).

COURT RECESS: 9:46 A.M.

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.

551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

551.071 CONSULTATION WITH ATTORNEY

12. Deliberation and consultation with attorney regarding prospective businesses that intend to locate and/or expand in Smith County, potential economic development negotiation, and financial or other incentives available in Smith County.

COURT RESUMED: 10:19 A.M.

OPEN SESSION: 10:19 A.M.

ADJOURN: 10:19 A.M.

Meeting adjourned by Judge Neal Franklin.

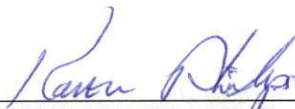
Date: 1/16/25

Approved: 

County Judge Neal Franklin

County of Smith

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for December 10, 2024.


KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

1-16-25
Date





52-24
COMMISSIONERS COURT
MINUTES
December 17, 2024

On Tuesday, December 17, 2024, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Pam Frederick	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 Terry Phillips	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

Commissioner Ralph Caraway, Sr.

V. PUBLIC COMMENT: Bob Brewer # 5, 11, 12, 13

OPEN SESSION: 9:30 A.M.

COMMISSIONERS COURT

1. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to approve the necessary bonds pursuant to Texas Tax Code, Section 6.28 for the Smith County Tax Assessor/Collector, Gary Barber, beginning January 1, 2025, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a bond for Smith County Constable Precinct 1, Ralph Caraway, Jr., pursuant to Texas Local Government Code, Section 86.002(a), effective December 31, 2024, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

3. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner Pam Frederick – Precinct 1 to approve a bond for Smith County Commissioner Precinct 1, Christina Drewry and Smith County Commissioner Precinct 3, J Scott Herod, pursuant to Texas Local Government Code, Section 81.0021(b), effective January 1, 2025, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Pam Frederick – Precinct 1 to approve an interlocal agreement between Smith County and Equalis Group for cooperative purchases and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

5. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to award a contract for Bid No.05-25 North Jail generator replacement using American Rescue Plan Act (ARPA) funds to Drewry Construction for \$427,036.00 and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

6. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept Change Order No. 1 from the original amount of \$306,013.00 to \$325,891.00 to the professional services agreement with Bartlett & West, Inc. for providing engineering design services for bridge improvements to County Road 1139 at Indian Creek, and County Road 431 (Old Mineola Highway) at Duck Creek, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept Change Order No. 2 from the original amount of \$743,207.57 to \$771,207.57 in the construction contract with SCI Construction for the Road Bridge Fuel Facility, authorize ARPA project budget amendment, and authorize the county judge to sign all related documentation.

Passed 5-0; Abstain: (None); Absent: (None).

8. Motion made by Commissioner Terry Phillips – Precinct 3 and seconded by Commissioner Pam Frederick – Precinct 1 to approve the professional service agreement with ETTL Engineers & Consultants, Inc. in the amount of \$35,000 for providing construction materials testing and inspection services for the construction of East Centennial Boulevard.

Passed 5-0; Abstain: (None); Absent: (None).

9. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept the completion of the construction contract for roadway improvements to County Road 2203 and County Road 2337, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to E.E. Shull & Company.

Passed 5-0; Abstain: (None); Absent: (None).

FIRE MARSHAL/EMERGENCY MANAGEMENT

10. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to enter into a memorandum of understanding (MOU) with Smith County Community Emergency Response Team (CERT) for the management and execution of the CERT Program within Smith County.

Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

AUDITOR'S OFFICE

11. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 5-0; Abstain: (None); Absent: (None).

COURT RECESS: 9:59 A.M.

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.

551.071 CONSULTATION WITH ATTORNEY

12. Deliberation and consultation with attorney regarding Department of Treasury guidelines and legal compliance for expenditures of American Rescue Plan Act, State and Local Fiscal Recovery Funds related to approved subrecipient agreements and expenditures.

COURT RESUMED: 10:51 A.M.

OPEN SESSION: 11:43 A.M.

COMMISSIONERS COURT

13. The following motions were made to approve the Smith County Intra-Agency Memorandum of Understanding for expenditure of American Rescue Plan Act, State and Local Fiscal Recovery Funds for Smith County projects, including but not limited to Facilities Services improvements and a potential Animal Shelter construction and authorize the county judge and departments to sign all related documentation.

A. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the Smith County Intra-Agency Memorandum of Understanding for expenditure of American Rescue Plan Act, State and Local Fiscal Recovery Funds for Smith County projects, including but not limited to Facilities Services improvements.

B. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to approve the Smith County Intra-Agency Memorandum of Understanding for expenditure of American Rescue Plan Act, State and Local Fiscal Recovery Funds for Smith County projects, including but not limited to potential Animal Shelter construction

Passed 5-0; Abstain: (None); Absent: (0).

14. No motion was made to approve an amendment to the Subrecipient Agreement between Smith County and East Texas Municipal Utility District (ETMUD) and authorize the county judge to sign all related documentation.

Passed 0-5; Abstain: (None); Absent: (None).

****Agenda Item Dies****

ADJOURN: 10:55 A.M.

Meeting adjourned by Judge Neal Franklin.


Date: 1/16/25

Approved: 

County Judge Neal Franklin

County of Smith

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for December 17, 2024.


KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

1-16-25
Date





53-24
**COMMISSIONERS COURT
MINUTES
December 31, 2024**

On Tuesday, December 31, 2024, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

County Judge Neal Franklin called the meeting to order with members present:

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Pam Frederick	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 Terry Phillips	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

IV. INVOCATION, PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

V. PUBLIC COMMENT: J.B. Smith #2, Jeff Warr #2, Karen Phillips #2, Christina Drewry #3 and Thomas Fabry #8

OPEN SESSION: 9:30 A.M.

PRESENTATIONS

1. Presentation of employee recognition, longevity certificates, and service pins.
No Action Necessary.
2. Recognition of Service for Commissioners Precinct 1 and 3.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to approve the Smith County Capital Improvement Plan for FY2025-2029.
Passed 5-0; Abstain: (None); Absent: (None).
4. Motion made by Commissioner Pam Frederick – Precinct 1 and seconded by Commissioner Terry Phillips – Precinct 3 to approve a bond for Smith County Constable Precinct 2, Wayne Allen, pursuant to Texas Local Government Code, Section 86.000 (a), effective December 31, 2024, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to award a contract for Bid # 06-25 Facility Service Center Improvements to Watson Construction using American Rescue Plan Act (ARPA) funds and authorize the county judge to sign all necessary documentation.
Passed 5-0; Abstain: (None); Absent: (None).

CONSTABLE – PCT 2

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Pam Frederick – Precinct 1 to appoint Shawn Scott to serve as a reserve deputy for the Smith County Precinct 2 Constable's Office.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Pam Frederick – Precinct 2 to approve the request to hire and pay a detention officer for the training department based on the level of experience.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the Smith County Intra-Agency Memorandum of Understanding for American Rescue Plan Act, State and Local Fiscal Recovery Funds for Smith County IT Data Center Improvements.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COMMISSIONERS COURT

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Terry Phillips – Precinct 3 to accept the Commissioners Court minutes for November 2024.
Passed 5-0; Abstain: (None); Absent: (None).
10. Receive Commissioners Court recordings for November 2024.
No Action Necessary.

ROAD AND BRIDGE

11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Pam Frederick – Precinct 1 to authorize the county judge to sign the:
A. Final Plat for the Muniz Addition, Precinct 2.
Passed 5-0; Abstain: (None); Absent: (None).
12. Receive pipe and/or utility line installation request (notice only):
- A. County Road 1113, Pine Cove, road bore, Precinct 1,
 - B. County Road 376, 381, 3150, 3151, 3152, 3123, Vexus Fiber LLC, install aerial and underground fiber optic cable, vaults and pedestals, Precinct 3, and
 - C. County Road 378, 3135, 3144, 3148, 3149, 3175, 380, 384, Vexus Fiber LLC, install aerial and underground fiber optic cable, vaults and pedestals, Precinct 3.
- No Action Necessary.*

AUDITOR'S OFFICE

13. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Terry Phillips – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 10:51 A.M.

Meeting adjourned by Judge Neal Franklin.

Date: 1/16/25

Approved: _____



County Judge Neal Franklin

County of Smith

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for December 17, 2024.

Karen Phillips

KAREN PHILLIPS, County Clerk
Clerk of Commissioners Court
Smith County, Texas

Karen Phillips 12/14/25

Date



14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/13/2025	Submitted by: Jennafer Bell
Meeting Date: 01/21/2025	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - December 2024	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court Recordings for December 2024.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
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 # _____

15

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/14/2025	Submitted by: KAREN NELSON
Meeting Date: 01/21/2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Plats	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Smith Addition, Precinct 1, b. Final Plat for the Webb Addition, Precinct 4, c. Final Plat for Gavins Ridge, Precinct 3, d. Final Plat for the V. Walker Addition, Precinct 4; and e. Re-Plat for the Oak Hills Addition, lots 17A, 17B and 17C, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Subdivision Name: GAVINS RIDGE
 Adjacent Road: CR 4148
 Developer: HAWLEY, GARY Phone: 903-216-1321
 email: hawleyproperties@gmail Fax: N/A
 Surveyor: 7 Range Surveying Phone: 903-630-2606
 email: bblocker@7survey.com Fax: N/A
 Roadway Length: 1,100 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)		12-13-24SB	
	Plat Fee	\$25	\$100	\$250 12-13-24SB
	Construction Bond (\$20 /ft.)	Not Required	Not Required	Letter of credit 12-13-24SB
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	12-13-24SB
	911 Clearance Letter			12-13-24SB
	Designated Rep. (Pledger) Clearance Letter	See notes below		12-13-24SB
	Tax Certificate			12-13-24SB
	Plans and Specifications (2 copies)	Not Required	Not Required	N/A
	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



Subdivision Name: Replat of Lots 17A, 17B, & 17C Oak Hills Addn *Second Amended*
 Adjacent Road: CR 482
 Developer: Texas Root Homes Phone: 903-805-8799
 email: titoguin@stanilla.77@yahoo.com Fax: _____
 Surveyor: WWT Land Surveying Phone: 903-534-9000
 email: casey@wwjssurvey.com Fax: _____
 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)	1-8-05 S.B.		
	Plat Fee	\$25 1-8-05 S.B.	\$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	1-8-05 S.B.		
	Designated Rep. (Pledger) Clearance Letter	See notes below 1-8-05 S.B.		
	Tax Certificate	1-8-05 S.B.		
	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



Subdivision Name: Smith Addition

Adjacent Road: Located on CR 198 N

Developer: _____ Phone: _____

email: _____ Fax: _____

Surveyor: Philip Cornett Phone: (903) 581-2238

email: pcornett@jcowaninc.com Fax: _____

Roadway Length: N/A ft. (centerline)

Item		<i>Date and Initial when received</i>		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	<i>Not Required</i>		
	Preliminary Plat Approved	<i>Not Required</i>		
	Final Plat (mylar & 3 prints)		✓ 1-7-25 S.B.	
	Plat Fee	\$25	\$100 1-7-25 SA	\$250
	Construction Bond (\$20 /ft.)	<i>Not Required</i>	<i>Not Required</i>	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	<i>Not Required</i>	<i>Not Required</i>	
	911 Clearance Letter		✓ 1-7-25 S.B.	
	Designated Rep. (Pledger) Clearance Letter	<i>See notes below</i>	✓ 1-7-25 S.B.	
	Tax Certificate		✓ 1-7-25 S.B.	
	Plans and Specifications (2 copies)	<i>Not Required</i>	<i>Not Required</i>	
	TCEQ Permit for Dam (if lake or pond present)		N/A	
Flood Plain Development Permit & Fee (if required)	\$100	\$100 N/A	\$100	
At Completion of Construction	Final Inspection	<i>Not Required</i>	<i>Not Required</i>	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	<i>Not Required</i>	<i>Not Required</i>	
	County Rd Number	<i>Not Required</i>	<i>Not Required</i>	

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



Subdivision Name: V. Walker Addition
 Adjacent Road: CR 417
 Developer: Vivian Walker / Dawn McLary Phone: 903-539-7113
 email: mcclarydawn@yahoo.com Fax: _____
 Surveyor: WWT Land Surveying Phone: 903-534-9000
 email: casoy@wwjssurvey.com Fax: _____
 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)		1-13-25 S.B.	
	Plat Fee	\$25	\$100 1-13-25 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		1-13-25 S.B.	
	Designated Rep. (Pledger) Clearance Letter	See notes below	1-13-25 S.B.	
	Tax Certificate		1-13-25 S.B.	
	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



Subdivision Name: Webb Addition
 Adjacent Road: FM 724
 Developer: Chris Webb Phone: 361-237-5576
 email: revchriswebb@sbcglobal.net Fax: _____
 Surveyor: WWT Land Surveying Phone: 903-534-9000
 email: casey@wwtj.com Fax: _____
 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)		1-8-25 S.B.
	Plat Fee	\$25	\$100 1-8-25 S.B.
	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		1-8-25 S.B.
	Designated Rep. (Pledger) Clearance Letter	See notes below	1-8-25 S.B.
	Tax Certificate		1-8-25 S.B.
	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
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

16

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/14/2025	Submitted by: Karen Nelson
Meeting Date: 01/21/2025	Department: Road & Bridge
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permit	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): <small>a. County Road 24, CenterPoint Energy, install gas line, Precinct 3, b. County Road 2171, 1302, 2173, 2174, 2283, 2217, Frontier Communications, road bore to install aerial and underground fiber optic cable with pedestals and vaults, Precinct 2, c. County Road 2173, 2328, 2323, 2195, 2294, 129, 1293, Frontier Communications, road bore to install aerial and underground fiber optic cable with pedestals and vaults, Precinct 2, d. County Road 4135, Carroll Water Supply, install 4" of water line, Precinct 4; and e. County Road 383, Texas Land Company LLC, install water line, Precinct 3</small>	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Andrea Pickens Date: 1/10/2025
Company Name (if different): CenterPoint Energy Phone: 713-207-4246
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Odneil Camacho Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 426 CR 24
Propose to install 1" IP Pla Svc and 2" IP Pla gas see drawing

5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.

6. Describe all traffic controls or warning devices anticipated for this project: _____

7. Proposed start date: 1/23/2025 Completion date: 4/23/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, herby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this instillation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes_____ No_____

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

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to it use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Andrea Pickens Date: 1/10/2025

Approved:  1/15/25
Smith County Road Administrator/Engineer

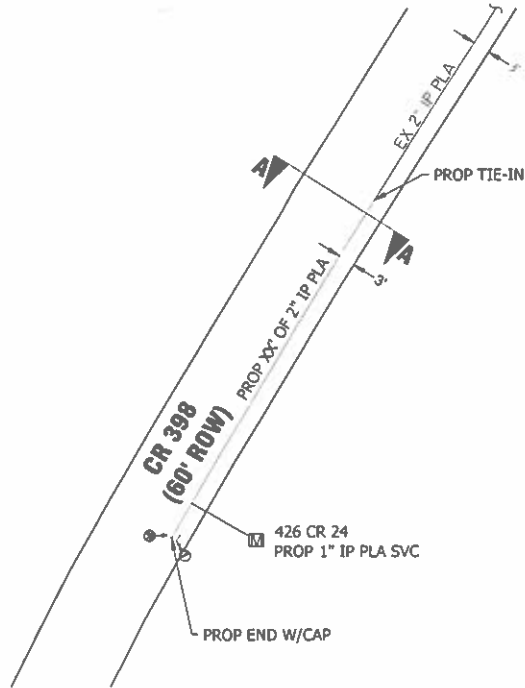


GAS STAKING	
JOB NO.:	BY: _____ DATE: _____
ESMTS. DED. BY:	ESMT. DOCUMENTS: _____
MONUMENTATION FND.:	PLAT DIST. CHK. =D: _____
ESMTS. NEEDED AT:	_____
NON-STD. STAKING:	REASON: _____

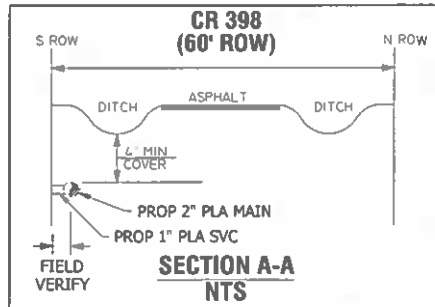
PERMITS REQUIRED FOR CONSTRUCTION	
<input type="checkbox"/>	NO PERMITS REQUIRED
<input type="checkbox"/>	TXDOT
<input type="checkbox"/>	CITY: _____
<input checked="" type="checkbox"/>	COUNTY: SMITH
<input type="checkbox"/>	FLOODCONTROL/DRAINAGE: _____
<input type="checkbox"/>	RAILROAD: _____

GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (ODNIEL CAMACHO AT 713-207-4928) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EPV SIZING CHART. -CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (UNKNOWN AT 300-300-0000) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
 - A. USE # 14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
 - B. USE # 14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
 - C. USE # 10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
 - D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.



SMITH COUNTY PERMIT



VICINITY MAP

LEGEND

EXISTING MAIN		PROP 2" IP PLA	
PROP MAG ANODE		SDR 11.0 PE 2708	
PROP TRANS STATION		PROP 1" IP PLA SVC	
PROP TEST POINT		PROP 5# ZINC ANODE	
PROP LOCATION POINT		PROP MARKER BALL	
		PROP LINE MARKER	

PIPE SUMMARY GENERIC

PIPE REQUIRED	
UNKNOWN	1" PLA SERVICE IP - Intermediate Pressure
UNKNOWN	2" PLA MAIN IP - Intermediate Pressure
TOTAL PIPE	
DESIGNED BY:	ODNIEL CAMACHO / 713-207-4928
ESTIMATED COST:	CONTRIBUTION \$
FIELD DATE:	UNKNOWN / COMPLETION DATE
PURPOSE AND NECESSITY: TO SERVE CUSTOMER	
DRAWN BY: AR	RECOMMENDED BY:
DATE: 01/08/2025	
SCALE: 1:80	
SHEET 1 OF 1	APPROVED BY:
	DATE:

P:3897010860

426 CR 24
SMITH COUNTY, TEXAS

CenterPoint Energy
 EB2-2500035



APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Kate Riley Date: 12/30/24
Company Name (if different): TXO Land Company LLC Phone: 413-884-5468
Address: 2441 High Timbers Dr Suite 230 Fax: _____
The Woodlands, Tx 77380 Zip: 77380
24/7 Contact Name: Gates Walcott Phone: 512-801-7933
Contractor: Gates Walcott Phone: 512-801-7933
Bonding Company: _____ Phone: _____
2. Franchise Holder: East Texas Municipal Utility District Phone: 903-877-3644
3. Franchise Contact: Lane Thompson Phone: 903-877-3644
4. Location (if applicable, length of installation in feet): 8" water line along the west side of
C.R. 383, from US 271 North 965 LF.
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: _____
Contractor shall provide traffic control devices in accordance
with TMUTCD, latest edition
7. Proposed start date: Jan 15, 2025 Completion date: Feb 15 2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No X
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: *Greg Mitchell* Date: 12/30/24
 (OWNER'S REP.)

Approved: *[Signature]* 1/8/25
 Smith County Road Administrator/Engineer

ISLAND LAKE RANCH UNIT 1

CONTACT INFORMATION

CIVIL ENGINEER:
BENCHMARK DESIGN GROUP, LLC
2026 REPUBLIC DRIVE, SUITE B
TYLER, TEXAS 75701
ATTN: GREG MITCHELL, P.E.
PHONE: 903-534-5353

SURVEYOR:
FREEDMAN SURVEYING AND
MAPPING, LLC
10718 C.R. 127, SUITE D
FLINT, TEXAS 75762
ATTN: STEVEN FREEDMAN, RPLS
PHONE: 903-504-5314

DEVELOPER:
TX LAND COMPANY, LLC
2441 HIGH TIMBERS DRIVE, SUITE 230
THE WOODLANDS, TEXAS 77380
ATTN: KATHERINE RILEY
PHONE: 413-884-5488

CITY OF TYLER
511 W. LOCUST
TYLER, TEXAS 75702
ATTN: DARRELL KOTZLUR, P.E.
PHONE: 903-531-1038

TELEPHONE
A. T. & T.
811 W. ELM
TYLER, TEXAS 75702
ATTN: ROBERT THORNTON
PHONE: 214-786-5380

GAS
CENTERPOINT ENERGY
7008 SOUTH BROADWAY
TYLER, TEXAS 75703
ATTN: CLAUDE FIGUEROA
PHONE: 903-534-8393

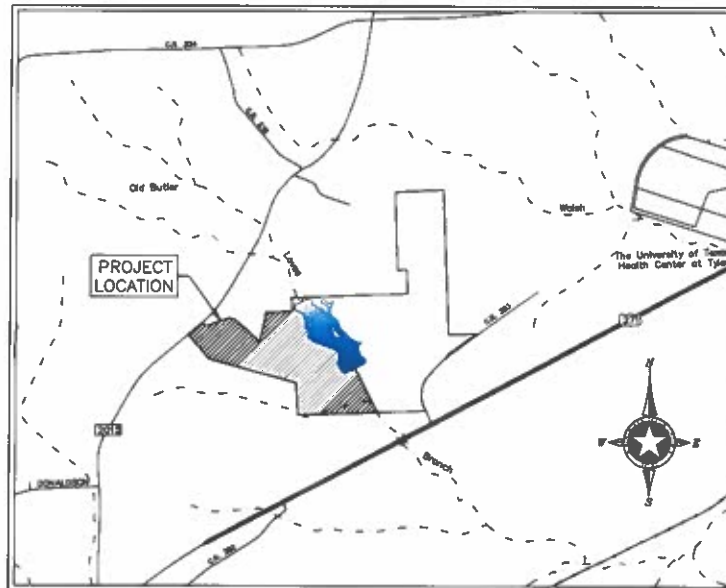
CABLE TELEVISION
SUDDENLINK
322 NORTH GLENWOOD
TYLER, TEXAS 75703
ATTN: JASON FOX
PHONE: 903-938-7813
FAX: 903-593-6189

ELECTRIC
ONCOR ELECTRIC
1300 SSE LOOP 323
TYLER, TEXAS 75701
ATTN: TYLER MCBEE
PHONE: 972-788-0319

ATMOS ENERGY
2008 E COTTON STREET
LONGVIEW, TEXAS 75802
ATTN: CHRIS McDOWELL
FIELD CONSTRUCTION COORDINATOR
PHONE: 903-242-4822
FAX: 903-242-4828

**TEXAS COMMISSION OF
ENVIRONMENTAL QUALITY**
TCED REGION 5
2918 TEAGUE DRIVE
TYLER, TEXAS 75701

F.M. 2015
CITY OF TYLER ETJ, SMITH COUNTY, TEXAS



VICINITY MAP

N.T.S.

INDEX OF SHEETS	
1	COVER SHEET
2	FINAL PLAT (NOT INCLUDED)
3	GENERAL NOTES AND SPECIFICATIONS
4	TYPICAL SECTIONS
5	SWPPP SITE PLAN
6	PROJECT LAYOUT
7	DRAINAGE AREA MAP
8	DRAINAGE CALCULATIONS
9	OVERALL UTILITY PLAN
10-15	ISLAND LAKE DRIVE PLAN AND PROFILE
16-19	PORTSIDE COURT PLAN AND PROFILE
20	CULVERT 5 OUTFALL PLAN AND PROFILE
21	CULVERT 6 OUTFALL PLAN AND PROFILE
22	CULVERT 7 OUTFALL PLAN AND PROFILE
23	CULVERT CROSS SECTIONS
24-36	OFFSITE WATERLINE PLAN & PROFILE
37	DETAILS
38	STD. CITY OF TYLER PAVING DETAILS
39-40	STD. ETMUD WATER MAIN DETAILS
41	TIPOFF PRECAST SAFETY END TREATMENT DETAILS



CALL 811 OR VISIT www.811.org TO REPORT A MISSING OR INCOMPLETE UTILITY RECORD. THIS INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE INFORMATION IS PROVIDED AS IS. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS INFORMATION.

NOTICE TO CONTRACTORS

1. Show plans are subject to review and approval by all jurisdiction having authority over the project.
2. Contractor shall maintain utility of adjacent existing pipe to depth or to the extent of the project.
3. The contractor shall notify the engineer in writing of any change in location, depth, or diameter of any utility.
4. The contractor shall be responsible for the location, depth, and diameter of any utility.
5. The contractor shall be responsible for notifying the engineer and utility owners of any change in location, depth, or diameter of any utility.

Contractor shall be responsible for notifying the engineer and utility owners of any change in location, depth, or diameter of any utility.

1. If a contractor is not notified in writing of any change in location, depth, or diameter of any utility, the contractor shall be responsible for notifying the engineer and utility owners of any change in location, depth, or diameter of any utility.

REVISION	DATE	BY
1	7-28-24	CCB
2	8-2-24	CCB
3	8-16-24	CCB

**BENCHMARK
DESIGN GROUP**
CIVIL / ENVIRONMENTAL PLANNERS



ISLAND LAKE RANCH
TX LAND COMPANY

COVER SHEET

**BENCHMARK
DESIGN GROUP**

DRAWN BY: CCB

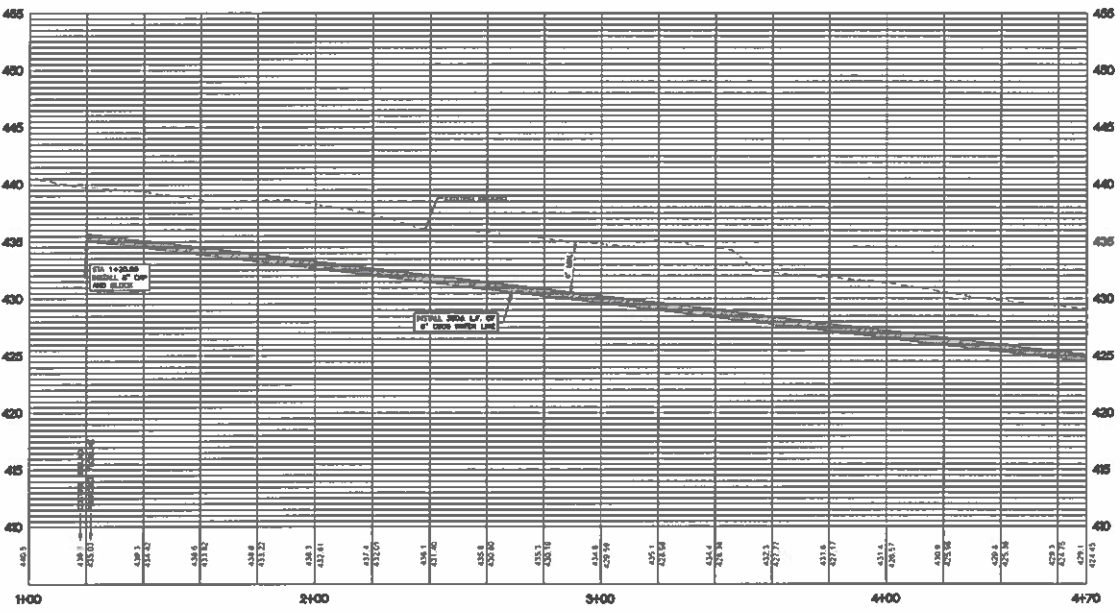
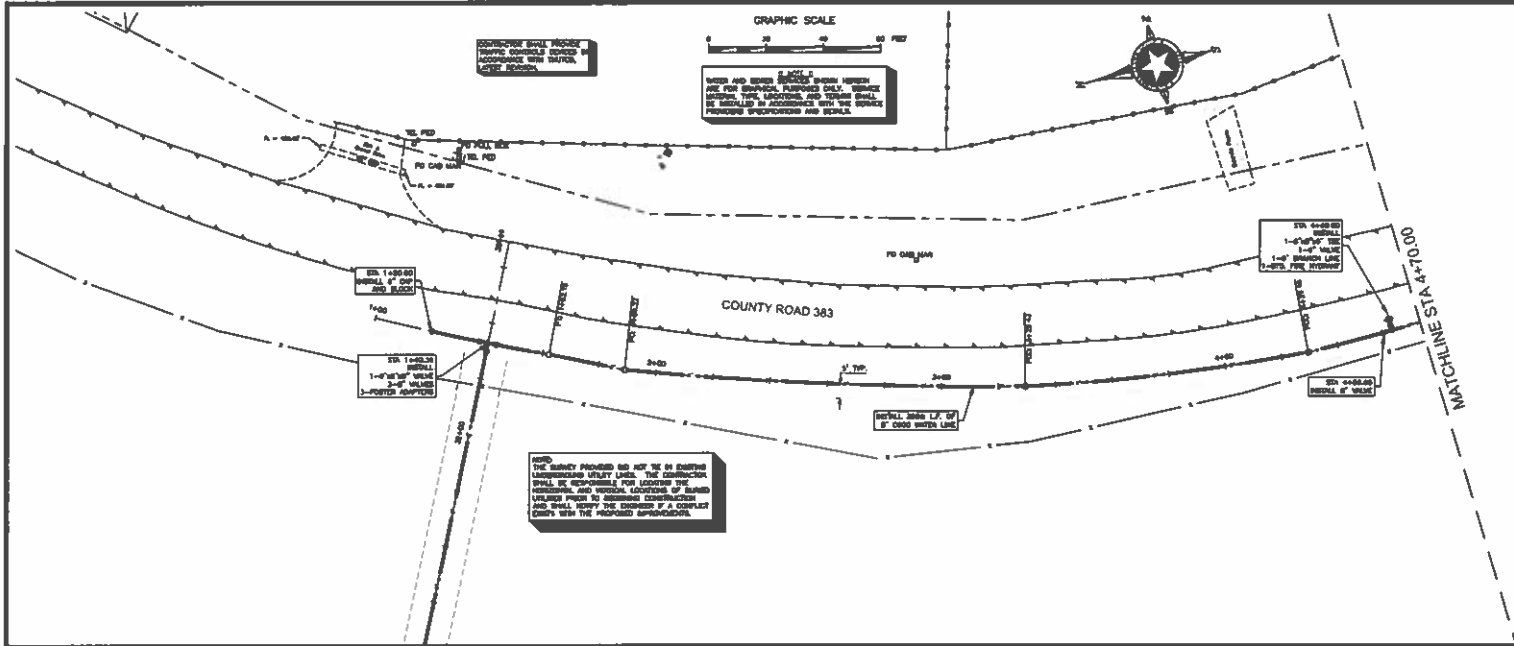
CHECKED BY: JCM

DATE: MAY 2024

JOB NO: 2024.013

SHEET NO:

1



STOP! CALL BEFORE YOU DIG!
 An 811 call is required before any excavation or digging work begins. This includes utility lines for gas, water, sewer, and telecommunications. Digging without calling 811 can be dangerous and illegal. Call 811 at least 48 hours before you start digging. For more information, visit www.texas811.com.

NOTICE TO CONTRACTORS

- These plans are subject to review and approval by all jurisdiction having authority.
- Contractor shall be responsible for obtaining all necessary permits for this project.
- Contractor shall verify the location and depth of all utilities.
- Contractor shall be responsible for protecting all existing utilities.
- Contractor shall be responsible for obtaining all necessary permits for this project.
- Contractor shall be responsible for obtaining all necessary permits for this project.

DATE: MAY 2024
 JOB NO: 2024-013
 SHEET NO: 30

DATE	BY
2-20-24	JAM
5-8-24	JAM
5-15-24	JAM
5-15-24	JAM

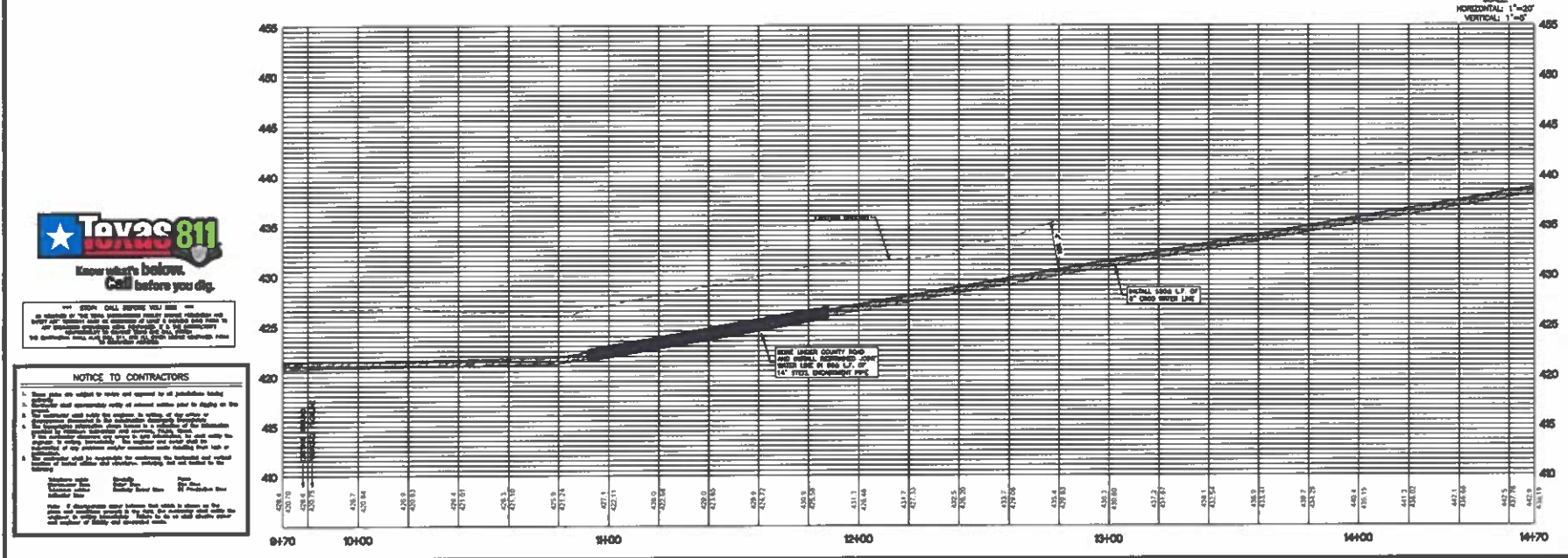
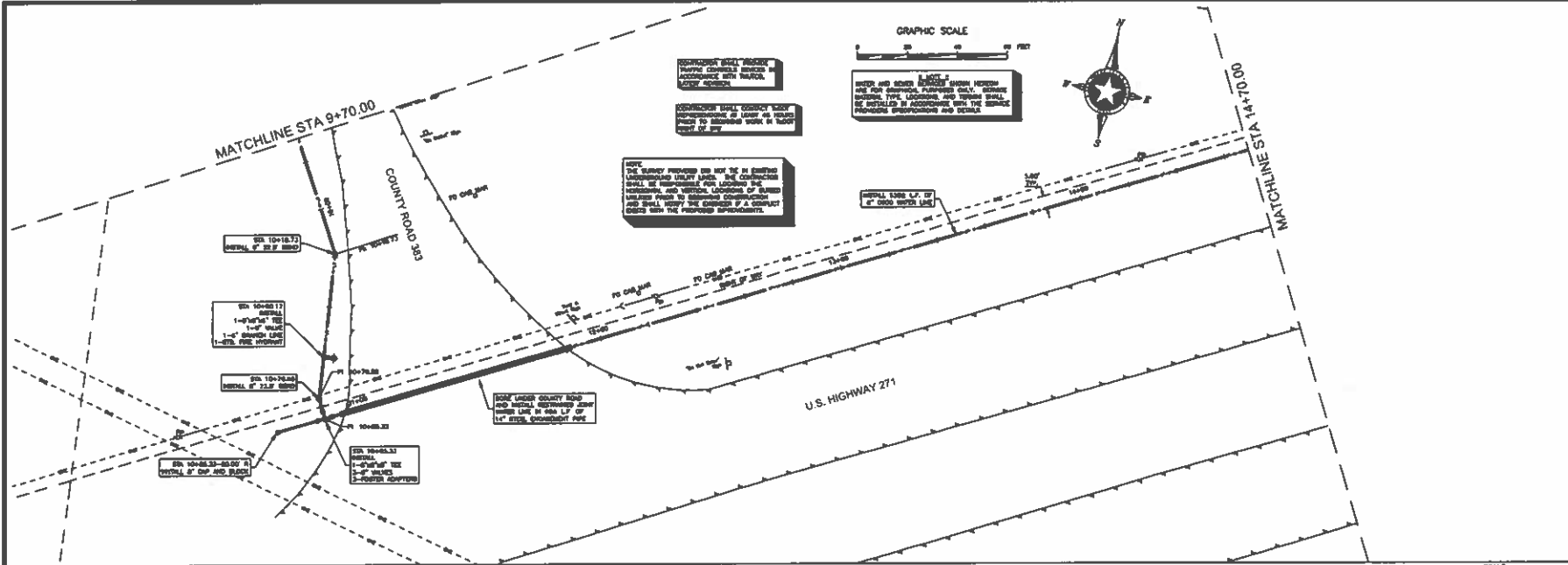
BENCHMARK DESIGN GROUP
 CIVIL / ENVIRONMENTAL PLANNERS



ISLAND LAKE RANCH
 TX LAND COMPANY
 OFFSITE WATERLINE
 PLAN AND PROFILE

BENCHMARK DESIGN GROUP
 DRAWN BY: CCB
 CHECKED BY: JAM
 DATE: MAY 2024
 JOB NO: 2024-013
 SHEET NO: 30

P:\Projects\2024\ISLAND LAKE RANCH\2024-013\2024-013.dwg, 5/15/24, 1:48:31 PM, CCB



*** **CALL BEFORE YOU DIG** ***
 An industry of "one stop" professionals ready to assist you with all your utility and engineering needs. Call today for a free quote. We are the industry's most experienced and reliable. We are the industry's most experienced and reliable. We are the industry's most experienced and reliable.

NOTICE TO CONTRACTORS

1. These plans are subject to review and approval by all jurisdictional bodies.
2. The contractor shall be responsible for all utility work shown on these plans.
3. The contractor shall verify the location, depth, and condition of all utilities shown on these plans before construction.
4. The contractor shall be responsible for obtaining all necessary permits and approvals.
5. The contractor shall be responsible for maintaining the safety and health of all workers on the project.

DATE	BY
10-10-14	JDM
10-10-14	JDM
10-10-14	JDM
10-10-14	JDM

BENCHMARK DESIGN GROUP
 CIVIL / ENVIRONMENTAL PLANNERS

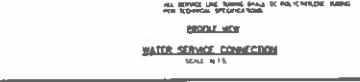
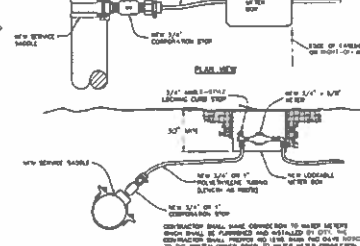
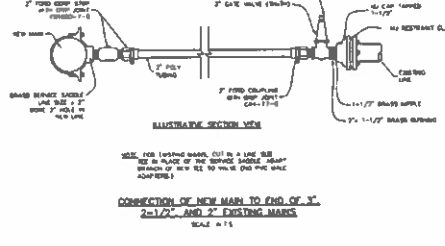
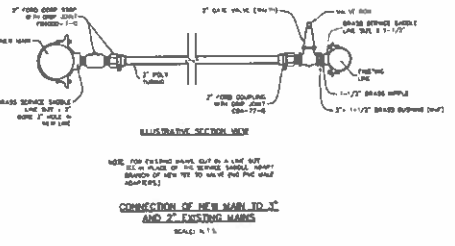
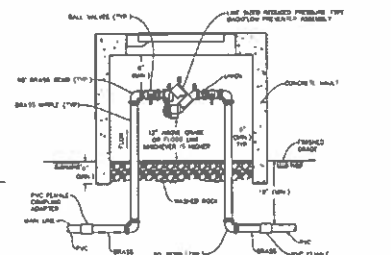
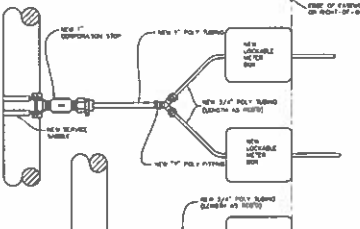
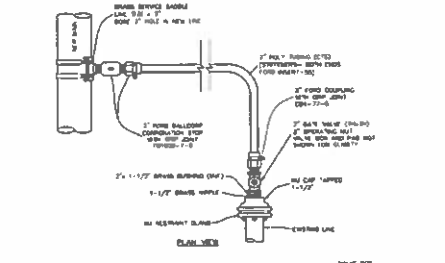
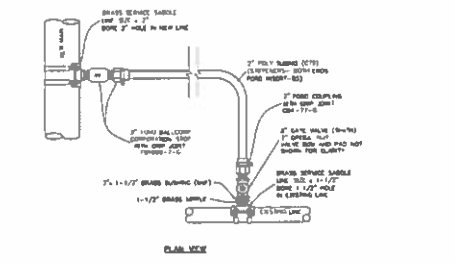
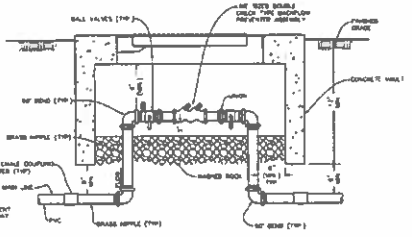
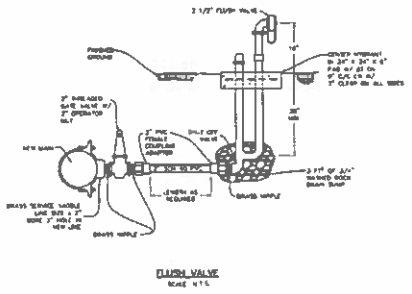
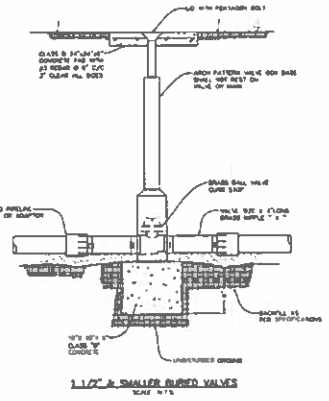
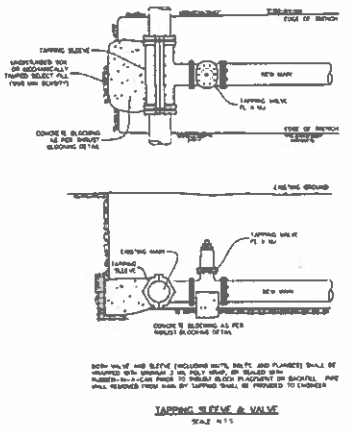
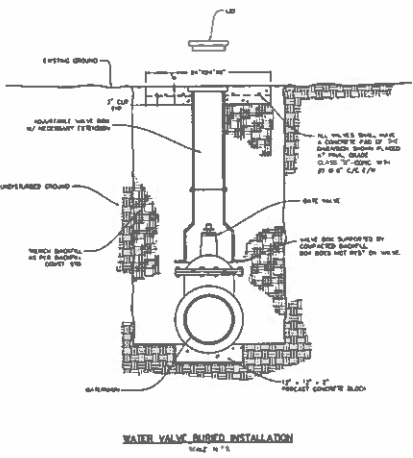
100 PIPER LAKE DRIVE, SUITE 100, PIPER LAKE, ONTARIO L0R 2L0, CANADA
 TEL: 905.881.1111 FAX: 905.881.1112



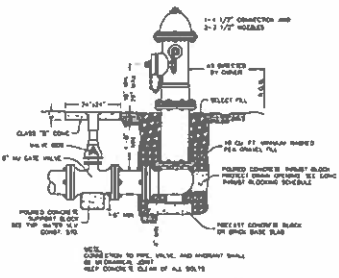
ISLAND LAKE RANCH
 TX LAND COMPANY
 OFFSITE WATERLINE
 PLAN AND PROFILE

BENCHMARK DESIGN GROUP

DRAWN BY: CCB
 CHECKED BY: JDM
 DATE: MAY 2024
 JOB NO: 2024-013

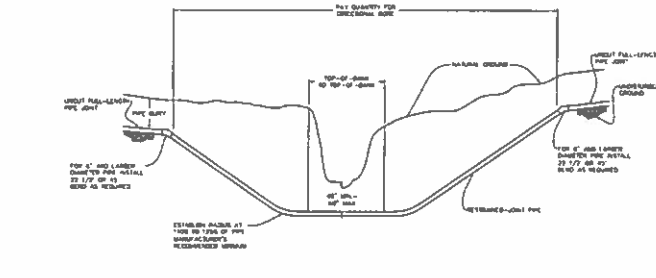


7. Preparation of this Standard Construction Standard was completed on 3/7/2002. It is the property of Hayter Engineering, Inc. and is not to be reproduced without the written consent of Hayter Engineering, Inc.



TYPICAL 3/4" FIRE HYDRANT
INSTALLATION

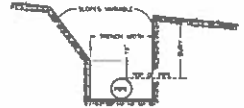
ALL 1/2\"/>



HORIZONTAL DIRECTIONAL BORING (DIRECTIONAL BORE)
FOR TRENCH CROSSINGS

SCALE: N15

CONCRETE SHALL VERIFY SOLE LINES BASED
ON DIRECTIONAL BORE SURVEYING BASED
ON P.C. D.S. WALL THICKNESS ETC.



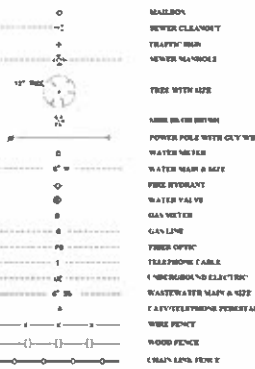
TRENCH WIDTH AND BURY
GRAVITY AND/OR PRESSURE LINES

SCALE: N15

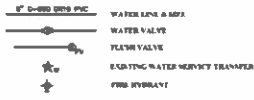
PIPE SIZES FOR WATER SERVICES	PIPE SIZES FOR WATER MAINS	TRENCH WIDTH	MINIMUM BURIAL (1)
1/2"	1/2"	12"	30"
3/4"	3/4"	12"	30"
1"	1"	12"	30"
1 1/4"	1 1/4"	12"	30"
1 1/2"	1 1/2"	12"	30"
2"	2"	12"	30"
2 1/2"	2 1/2"	12"	30"
3"	3"	12"	30"
3 1/2"	3 1/2"	12"	30"
4"	4"	12"	30"
4 1/2"	4 1/2"	12"	30"
5"	5"	12"	30"
5 1/2"	5 1/2"	12"	30"
6"	6"	12"	30"
6 1/2"	6 1/2"	12"	30"
7"	7"	12"	30"
7 1/2"	7 1/2"	12"	30"
8"	8"	12"	30"
8 1/2"	8 1/2"	12"	30"
9"	9"	12"	30"
9 1/2"	9 1/2"	12"	30"
10"	10"	12"	30"
10 1/2"	10 1/2"	12"	30"
11"	11"	12"	30"
11 1/2"	11 1/2"	12"	30"
12"	12"	12"	30"

(1) NOTE: BURIAL DEPTH APPLICABLE TO GRAVITY PIPING UNLESS OTHERWISE SPECIFIED IN THE PLAN. PROTECTIVE COVERINGS AND TO PROTECT PEDESTALS IN ADDITION TO MINIMUM BURIAL DEPTH OF 30" SHALL BE USED UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED. WHERE SPECIFIC ELEVATIONS ARE SHOWN, COVERINGS FOR GRAVITY, PRESSURE AND ALL MANHOLES SHALL BE CONFORMED TO ALL APPLICABLE STANDARDS.

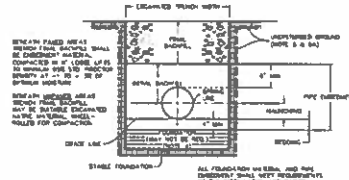
LEGEND



PROPOSED WATER



PROPOSED SEWER

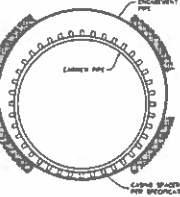


SHIELDING NOTES

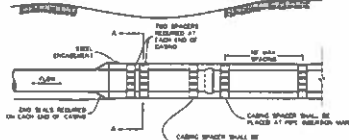
1. ON ALL SHIELDING METHODS, SHIELDING METHODS SHALL CONFORM TO THE DESIGNER'S POINT OF VIEW RESTRICTIVE SHALL NOT BE USED.
2. SEE "TRENCH SHIELDING AND PROTECTIVE COVERINGS" SECTION FOR SHIELDING METHODS, SHIELDING METHODS AND PROTECTIVE COVERINGS TO BE USED UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
3. TRENCHES WITH AN EXISTING UTILITY SHALL BE SHIELDING UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
4. PIPE SHALL NOT BE USED ON UNAVAILABLE FOUNDATION. ALL FOUNDATIONS SHALL BE SHIELDING UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
5. FOR PROTECTIVE COVERINGS, THE PIPE SHALL BE INSTALLED BY TRENCHING WITH NEAR VERTICAL WALLS EXCEPT FOR SPECIAL-CASE PROTECTIVE COVERINGS. BRANCH SERVICE, FLEXIBLE AND SOFT SHALL BE INSTALLED BY TRENCHING WITH NEAR VERTICAL WALLS EXCEPT FOR SPECIAL-CASE PROTECTIVE COVERINGS AT THE TOP OF THE TRENCH, AS SHOWN.

REQUIRE FOR SANITARY SEWER (GRAVITY AND
AND PRESSURE) AND FOR 8" OR LARGER
DRAINAGE WATER MAINS

SCALE: N15

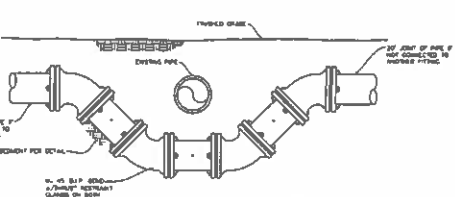


SECTION A-A
PROJECTION-TYPE CASING SPACER



PIPE DEFINITION	NIP/WRV ENCASING DATA			CABLE SPACER	CABLE THICKNESS	CABLE DOWNS
	CABLE SPACER TYPE	PROTECTION TYPE	MIN. SPACING			
12"	12"	12"	12"	12"	12"	12"
10"	10"	10"	10"	10"	10"	10"
8"	8"	8"	8"	8"	8"	8"
6"	6"	6"	6"	6"	6"	6"

INSTALLATION IN ENCASING PIPE
SCALE: N15

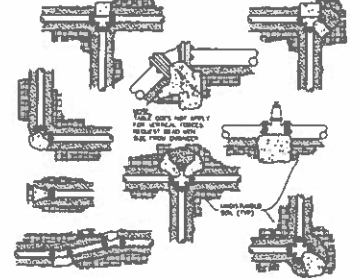


UTILITY MARKER
SCALE: N15

AVOIDING CONFLICTING UTILITY LINES

SCALE: N15

ALL BURIAL DEPTHS OF PIPE SHALL BE USED UNLESS OTHERWISE SPECIFIED.



CONCRETE THRUST BLOCKING SCHEDULE

SCALE: N15

PIPE DEFINITION	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	5 1/2"	6"	6 1/2"	7"	7 1/2"	8"	8 1/2"	9"	9 1/2"	10"	10 1/2"	11"	11 1/2"	12"	
12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"	10"
8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"	8"
6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"	6"

1. AREA IN SHIELDING SHALL BE ALLOWABLE TO BE SHIELDING UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
2. SEE "TRENCH SHIELDING AND PROTECTIVE COVERINGS" SECTION FOR SHIELDING METHODS, SHIELDING METHODS AND PROTECTIVE COVERINGS TO BE USED UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
3. TRENCHES WITH AN EXISTING UTILITY SHALL BE SHIELDING UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
4. PIPE SHALL NOT BE USED ON UNAVAILABLE FOUNDATION. ALL FOUNDATIONS SHALL BE SHIELDING UNDER ALL CROSSINGS UNLESS OTHERWISE SPECIFIED OR INDICATED BY CONTRACTOR.
5. FOR PROTECTIVE COVERINGS, THE PIPE SHALL BE INSTALLED BY TRENCHING WITH NEAR VERTICAL WALLS EXCEPT FOR SPECIAL-CASE PROTECTIVE COVERINGS. BRANCH SERVICE, FLEXIBLE AND SOFT SHALL BE INSTALLED BY TRENCHING WITH NEAR VERTICAL WALLS EXCEPT FOR SPECIAL-CASE PROTECTIVE COVERINGS AT THE TOP OF THE TRENCH, AS SHOWN.

CONTRACTOR TO VERIFY ALL DIMENSIONS AND PROTECTIVE COVERINGS FOR ALL APPLICABLE STANDARDS.

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

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APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Frontier Communications Date: 01/08/2025
Company Name (if different): _____ Phone: 281-229-0849
Address: 1919 McKinney Ave Fax: _____
Dallas, TX Zip: 75201
24/7 Contact Name: Kyle Hardin Phone: 469-516-0399
Contractor: Future Infrastructure LLC Phone: 469-516-0399
Bonding Company: Federal Ins Co/Western Surety Phone: 908-903-3493/877-672-6115
2. Franchise Holder: Frontier Communications Phone: 281-229-0849
3. Franchise Contact: Darrin Albrecht Phone: 281-229-0849
4. Location (if applicable, length of installation in feet): Beginning at 18347 County Road 2171 and continuing
along and across roads in attached design plans. Approximately 264' aerial, and 20,907' UG FOC. Project #5294809
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: _____
Typical traffic control plans attached

7. Proposed start date: 1/20/2025 Completion date: 4/25/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

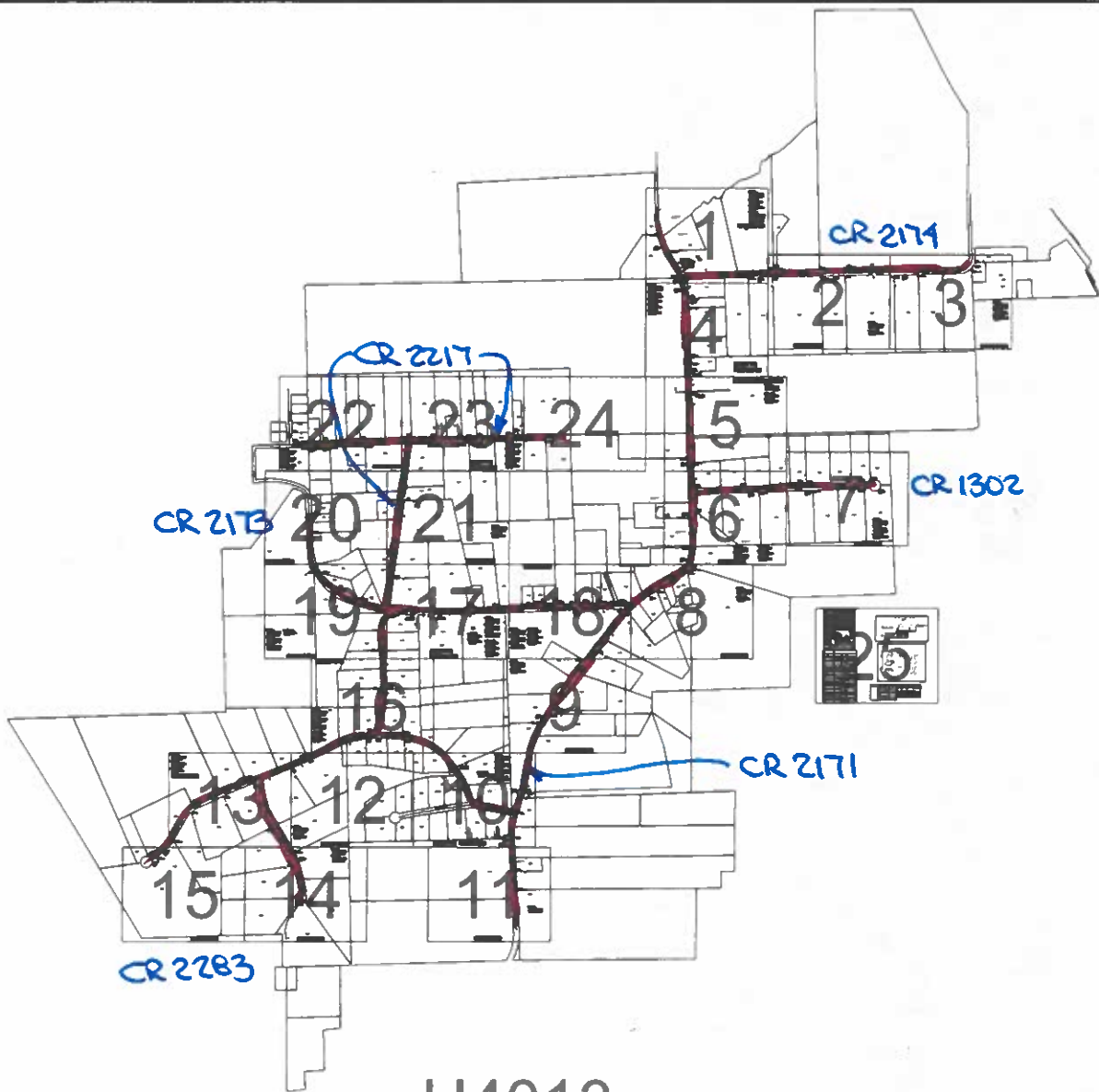
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this instillation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No X

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

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to it use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature:  Date: 01/08/2025


Approved:  1/15/25
Smith County Road Administrator/Engineer



H4013

- (1) 21,170 LF OF UNDERGROUND & AERIAL FIBER OPTIC CABLE
- (2) ROAD BORES
- (3) INSTALLATION OF PEDESTALS + VALVES
- (4) CR 2171
 CR 1302
 CR 2173
 CR 2174
 CR 2283
 CR 2217

REVISIONS		



Frontier
COMMUNICATIONS

WHITEHOUSE
FDH HUB H4013

PROJECT NUMBER	5294809	C.O. AREA	WHITEHOUSE
EXCH. CODE	70589	CNTY.	SMITH
DRAWN DATE	01/13/2023	ENGR	
PHONE	N/A	CYIENT	
SCALE	1=100	TAX DISTRICT	T0692
TWNSHP.	RNG	DWG	OF
		SEC	



APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Frontier Communications Date: 01/08/2025
Company Name (if different): _____ Phone: 281-229-0849
Address: 1919 McKinney Ave Fax: _____
Dallas, TX Zip: 75201
24/7 Contact Name: Kyle Hardin Phone: 469-516-0399
Contractor: Future Infrastructure LLC Phone: 469-516-0399
Bonding Company: Federal Ins Co/Western Surety Phone: 908-903-3493/877-672-6115
2. Franchise Holder: Frontier Communications Phone: 281-229-0849
3. Franchise Contact: Darrin Albrecht Phone: 281-229-0849
4. Location (if applicable, length of installation in feet): Beginning at 18770 FM 756 and continuing along and
across roads in attached design plans. Approximately 330' aerial and 23,675' underground FOC. Project #5294815
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: _____
Typical traffic control plans attached

7. Proposed start date: 1/20/2025 Completion date: 4/25/2025

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.**
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No X

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

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature:  Date: 01/08/2025

Approved:  1/15/25
Smith County Road Administrator/Engineer



- (1) INSTALLATION OF UNDERGROUND & AERIAL FIBER OPTIC CABLE
- (2) ROADWAY BOXES
- (3) INSTALLATION OF PEDESTALS & VAULTS

- (A) CR 2173
- CR 2328
- CR 2323
- CR 2195
- CR 2294
- CR 129
- CR 1293

REVISIONS		


Frontier
 COMMUNICATIONS
 WHITEHOUSE
 FDH H4007 CITY PERMIT

PROJECT NUMBER: 5294815	C.O. AREA: WHITEHOUSE	EXCH. CODE: 70589
DRAWN DATE: 10/19/2022	ENGR: N/A	CNTY: SMITH
SCALE: 1=100	TAX DISTRICT: T0692	FILE: DWG
TWNSHP: RNC	RNG:	SEC: OF



APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Carroll Water Supply Date: 1-10-25
Company Name (if different): _____ Phone: 214-773-6678
Address: 141 S. Elm St. Fax: _____
Van, TX 75790 Zip: _____
24/7 Contact Name: John Barnes Phone: 903-963-5559
Contractor: Living Water Services LLC Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): CR 4135 Starting @ CR4135 + FM1995
going south on the west side of CR4135 for approx 2000' to 1st corner INSTALL 4" WATER LINE
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: Utility Work Signs
& Traffic Cones

7. Proposed start date: 1-20-25 Completion date: 2-10-25

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, hereby, to grant and right, claim, title, or easement in or upon this county road; and it is further understood that in the future should for any reason SMITH COUNTY should need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the SMITH COUNTY Road Administrator/Engineer and shall be relocated at the complete expense of the owner.

All work on the county right-of-way shall be performed in accordance with the Road Administrator/Engineer's instructions. The installation shall not damage any part of the road way.

Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No _____
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

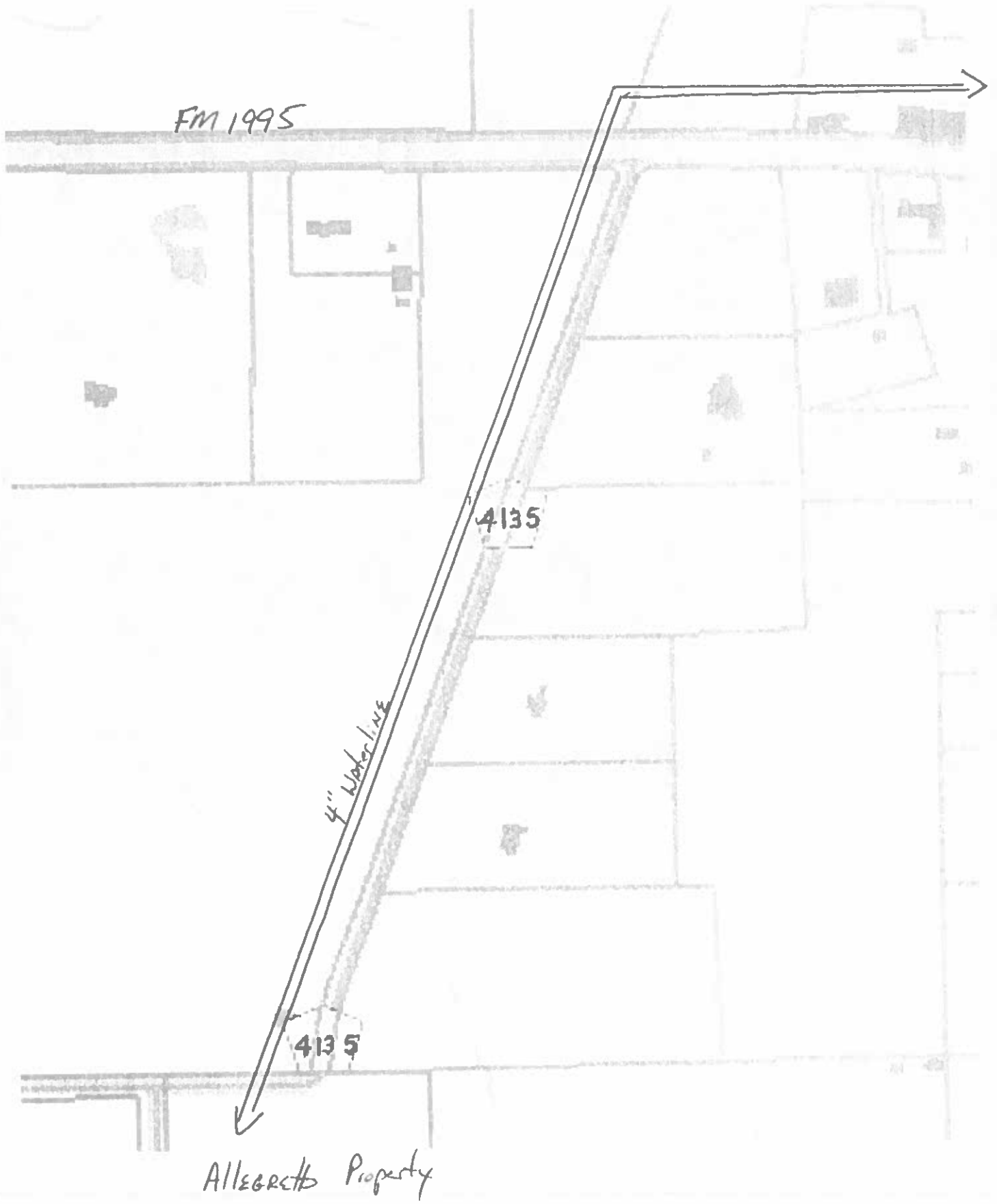
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature _____

Date: 1-10-25

Approved: _____

Smith County Road Administrator/Engineer



FM 1995

4135

4" Water Line

4135

Allegritto Property

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/14/2025	Submitted by: Kalisha Boyd
Court Date: 1/21/2025	Department: Auditor
Description of Previous Court Action Taken: (Including date of actions) The offices of the Smith County Auditor and Treasurer regularly submit the monthly report for the court's review, acceptance and approval.	
Item Requested is: <input checked="" type="radio"/> For Action/ Consideration <input type="radio"/> Discussion/Report	
Item: (Brief statement as you wish the item to appear on the agenda) Accept monthly Auditor/Treasurer report and Executive Summary for December 2024.	
Background: (Details of Request) N/A	
Financial and Operational Impact	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? NO
Reviewed By:	Reviewer's Signature and Date Reviewed:
County Auditor	
Legal Department	
Purchasing Director	
Chief Technical Officer	
Other Relevant Reviewers(s):	

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. Forms should be returned to the Office of the County Judge (200 E Ferguson St, Tyler, Texas, 75702) for inclusion on the agenda. **Items may not be included if submitted after deadline: Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting and if you have not proactively vetted your item with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

Item Received By: _____ **Date:** _____ **Time:** _____

AGENDA ITEM # _____



AFFIDAVIT

IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 114.025, THE COUNTY AUDITOR HEREBY SUBMITS THE MONTHLY UNAUDITED FINANCIAL REPORT & EXECUTIVE SUMMARY FOR THE PERIOD ENDING DECEMBER 31, 2024.

Ann W. Wilson

Ann W. Wilson, CPA, Smith County Auditor

IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 114.026, THE COUNTY TREASURER HEREBY SUBMITS THE COUNTY TREASURER'S REPORT FOR THE REPORTING PERIOD STATED ABOVE.

Kelli R. White

Kelli R. White, County Treasurer

THE COMMISSIONERS COURT CERTIFIES THE MONTHLY AUDITOR/TREASURER REPORT FOR THE PERIOD ENDING DECEMBER 31, 2024 SUBMITTED ON JANUARY 21, 2025.

SMITH COUNTY JUDGE

COMMISSIONER, PRECINCT #1

COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3

COMMISSIONER, PRECINCT #4

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

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

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

SUBMIT

Office Use Only
Agenda Item # _____