

**COMMISSIONERS COURT AGENDA**  
**Tuesday, February 25, 2025**  
**9:30 a.m.**



*Striving for Excellence*

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



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

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Phone: (903) 590-4605

Fax: (903) 590-4615

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Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, February 25, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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**CALL TO ORDER  
DECLARE A QUORUM PRESENT  
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED  
INVOCATION  
PLEDGE OF ALLEGIANCE**

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

## **OPEN SESSION:**

### ***PRESENTATIONS***

1. Receive presentation of employee recognitions, longevity certificates and service pins.
2. Receive annual Sequential Intercept Model (SIM) update from the Andrews Center.
3. Receive presentation and financial update from the Tyler Economic Development Council (TEDC).
4. Receive presentation and plaque donation from the Alamo Letter Society.

### ***COURT ORDERS***

#### **COMMISSIONERS COURT**

5. Consider and take necessary action to reappoint a Smith County representative to serve on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors, to serve a two-year term beginning February 1, 2025, and ending January 31, 2027.

#### **FIRE MARSHAL**

6. Consider and take necessary action to allow the Emergency Management Coordinator to apply for grant number 5487901 and grant number 5489601, related to emergency management through the East Texas Council of Governments and allow the county judge to sign all related documentation.

#### **ELECTION'S OFFICE**

7. Consider and take necessary action to approve the following Facility Use Agreements for 2025:
  - a. Bullard Southern Baptist Church,
  - b. Cameron J Jarvis Library,
  - c. Tyler Fire Department Station #2,
  - d. First Christian Church,
  - e. The Heritage Building,
  - f. Hideaway Member Services Building,
  - g. Kinzie Community Center,
  - h. Lanes Chapel Methodist Church,
  - i. Tyler ISD's Clarkston Elementary School and Jones/Boshears Elementary School, and
  - j. Winona Community Center

8. Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 3, 2025 Election and authorize the county judge to sign all related documentation:
  - a. City of Bullard,
  - b. Bullard ISD,
  - c. City of Hideaway,
  - d. Lindale ISD,
  - e. City of Troup,
  - f. City of Tyler,
  - g. Tyler ISD,
  - h. City of Winona, and
  - i. Winona ISD.

#### **SHERIFF'S OFFICE**

9. Consider and take necessary action to approve the Sheriff's Office bookkeeper a one-time exception request to increase pay by \$3,995, based upon level of experience.

#### ***RECURRING BUSINESS***

##### **COUNTY CLERK**

10. Consider and take necessary action to accept Commissioners Court minutes for January 2025.
11. Receive Commissioners Court recordings for January 2025.

##### **ROAD AND BRIDGE**

12. Consider and take necessary action to authorize the county judge to sign the:
  - a. Re-Plat for Beaver's Den, Lots 1 - 4, Precinct 3 and
  - b. L&R 2020 Subdivision, Precinct 3.
13. Receive pipe and/or utility line installation request (notice only):
  - a. County Road 411, MetroNET, install aerial fiber optic cable, Precinct 3,
  - b. County Road 431, 4137, 4200, MetroNET, install aerial fiber optic cable, Precinct 3,
  - c. County Road 461, 431, 492, 4196, MetroNET, install aerial fiber optic cable, Precinct 4,
  - d. County Road 378, 384, 385, Charter-Spectrum, install underground fiber optic cable with pedestals, vaults and road bores, Precinct 4,
  - e. County Road 246N, 3101, 3120, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3,
  - f. County Road 236, 327, 239, 370, 373, Charter-Spectrum, install underground fiber optic cable with pedestal, vaults and road bores, Precinct 3,
  - g. County Road 294, Jackson Water Supply Corporation, install line for service, Precinct 2, and
  - h. County Road 223, Jackson Water Supply Corporation, install line for service, Precinct 2.



**AUDITOR'S OFFICE**

- 14. Accept monthly Auditor/Treasurer Report and Executive Summary for January 2025.
- 15. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

**SECTION 551.071 – CONSULTATION WITH ATTORNEY**

- 16. Deliberation and consultation with attorney regarding appointment of Smith County Treasurer in accordance with Texas Government Local Code, §87.041.

**OPEN SESSION:**


- 17. Consider and take necessary action regarding the retirement/resignation and appointment of the Smith County Treasurer.

**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: 2/21/2025

Time: 2:00 p.m.



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Rachel McCord

1

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

<b>Submission Date:</b> 2/3/2025	<b>Submitted by:</b> Esmeralda Delmas
<b>Meeting Date:</b> 2/25/2025	<b>Department:</b> Personnel
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Personnel Service Recognition	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Presentation of employee recognition, longevity certificates, and service pins.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b> N/A	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
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<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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

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

February 2025:

Lorri Robertson {District Attorney's Office} 25 Yrs.

George Williams {Sheriff's Office} 10Yrs.

Esmeralda Corona {Human Resources} 10 Yrs.

Russell Smart {R & B Department } 10 Yrs.

Deborah Clark {Sheriff's Office} 5 Yrs.

Laura Payne {321st District Court} 5 Yrs.

April Wilson {Sheriff's Office} 5 Yrs.

Amanda Jackson{District Clerk} 5 Yrs.

Michael Velasquez {R & B Department} 5Yrs.

**2**

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

<b>Submission Date:</b> 2/18/2025	<b>Submitted by:</b> R. McCord
<b>Meeting Date:</b> 2/25/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Andrews Center - SIM Update	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive annual Sequential Intercept Mapping (SIM) update from the Andrews Center.	
<b>Background:</b> Keisha Morris, with the Andrews Center - will be giving an update on the SIM Initiative, and other new projects and programs impacting Smith County. These include projects and programs with local law enforcement, EMS, the Hospitals, jail, and Court system.	
<b>Financial and Operational Impact:</b> N/A	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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**SUBMIT**

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

**3**

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

<b>Submission Date:</b> 2/13/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 2/25/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> TEDC financial update	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive presentation and financial update from Tyler Economic Development Council (TEDC).	
<b>Background:</b> Presentation given by Scott Martinez, President/CEO.	
<b>Financial and Operational Impact:</b> NA	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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**SUBMIT**

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



**4**

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

<b>Submission Date:</b> 2/10/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 2/25/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Alamo Letter Project	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive presentation and plaque donation from the Alamo Letter Society.	
<b>Background:</b> Please see attached.	
<b>Financial and Operational Impact:</b> NA	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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**SUBMIT**

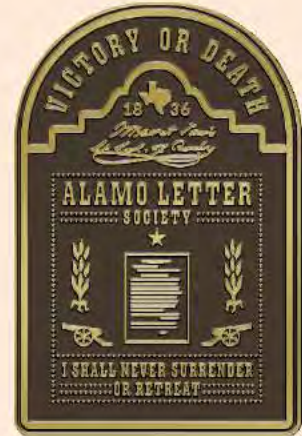
Office Use Only  
Agenda Item # \_\_\_\_\_

# Alamo Letter Society

To: Judge Neil Franklin  
Prospective County Chair  
Smith County  
From: Dr. Danny Reeves, Recruitment Chair

- L. William McNutt, Alamo Letter Society Co-Founder  
Dallas, Texas  
- Rosser Newton, Alamo Letter Society Co-Founder  
Dallas, Texas

Subject: Responsibilities for Each Alamo Letter Society County Chairperson



Thank you for considering to be the County Chair in your county for the *Alamo Letter Society*.

## **HISTORY:**

In February of 2024, it was 188 years since General Santa Anna started marching his army into Texas from Saltillo in Mexico. Three Mexican states, including Texas, were in a state of rebellion. The General/President soon learned that Americans who value liberty and freedom will defend their family, their land, their property, and their sacred honor with their lives.

In the words of Texas State Senator Bob Hall, "It is the job of this generation of Texans to teach our young people about how Texas got to where we are today. About the sacrifices of our forefathers in blood, treasures, and in the case of the Alamo, their lives."

## **BACKGROUND: BIRTH OF THE IDEA**

The L. William (Bill) McNutt family (wife Susana, daughter Slone age 13, daughter Rabel age 15) were at the Alamo in early 2023 looking at the wonderful Travis "Victory or Death" letter on a bronze plaque on the lawn in front of the Alamo chapel.

Their 7th-grade daughter Slone, who was studying Texas history in school, said to her father, "Daddy, why aren't these plaques with the famous letter all over Texas?" This idea gave birth to our efforts.

*Note:* When Navarro County placed a large black granite Gold Star Monument on the Courthouse Lawn in Corsicana in May of 2020, Bill McNutt insisted that one side of the monument include all 220 words of the Victory or Death Letter by William Barrett Travis. This is a letter that Texans hold in the highest esteem, just as they do the 1776 Declaration of Independence and the U.S. Constitution.

## **OUR MISSION:**

- To create and gift a bronze plaque (similar to the one that has been at the Alamo) to every one of the 254 Courthouses in Texas.

Each plaque will serve as an enduring symbol to future generations of Texans of their forefathers' fight for Liberty and Freedom, and their armed resistance to oppression.

- To have at least 100 people at the dedication ceremony in each county.

## **THE BRONZE PLAQUE:**

The bronze plaque currently located on the lawn in front of the Alamo is perfect. This plaque measures 2 feet wide and 3 feet tall, and 203-pounds. A plaque of this size could be placed on the lawn of each



Texas County Courthouse, or on the wall at some location inside or outside of the Courthouse building. The location of each bronze plaque will be determined by each county. Leaders for coordinating the plaque location could include a County Judge and a local committee recruited by an Alamo Letter County Chairperson.

### **CHAIR RESPONSIBILITIES**

(You agree to be responsible for these few important items being accomplished in your county)

- Form a county-wide committee of a few of your fellow patriots to help you. Telephone Bill McNutt at 214.537.9311 or Dr. Danny Reeves at (903) 641-8840 let one of them know their names. We will do a separate press release to highlight their involvement. Each person you ask will be very flattered to have been invited to the committee.
- Coordinate with County Leaders regarding the A) bronze letter plaque placement, and B) The Alamo Letter Dedication Ceremony at the County Courthouse
- Be willing to alert and work with the local media countywide. (Daily papers, weekly papers, radio stations, etc.) to gain coverage. Be willing to be interviewed by the media. Work with Bill McNutt on the drafting of a press release to announce the gift to the County Courthouse and the date for the dedication, and formulate a call for volunteers to come forward to help you and your committee. Communicate to Bill McNutt the name and contact information of the Editor or Journalist who will cover this story from the largest and 2nd largest circulation newspapers in the county.

*Dedication:* Plan and put on a terrific dedication ceremony at your courthouse involving local high school, community college bands, college bands, and students. Work with the local Daughters of the Republic of Texas and Daughters of the American Revolution regarding the ceremony, but NOT regarding the placement of the plaque or other issues. Their participation is vital to having a meaningful dedication ceremony. If there is an active-duty Texas military base in the county, get them involved in the dedication ceremony. Get the Texas State Guard involved in some form or fashion if possible.

### **PAY FOR THE PLAQUE (GREAT NEWS!! YOUR PLAQUE HAS BEEN PAID FOR BY A PRIVATE DONOR!)**

Donate or raise \$4,000 to pay for the 203-pound bronze plaque. Additionally, we encourage a \$500 donation to help with additional costs. You can do a Fundraiser if necessary. If you choose to do so, host a fundraiser with a VIP to raise funds to pay for the Alamo Letter Plaque and expenses. *Note:* We have access to elected officials, Medal of Honor recipients, and Astronauts. This is a historical fundraiser, not a political fundraiser. The fundraiser can be whatever the local Chairperson wants it to be. Additionally, your county commissioners could also vote to pay for the plaque, as well.

### **SUB-GOALS:**

- To elevate the two leading Tejano participants in the Texas Revolution: Jose Antonio Navarro and Juan Seguin. These men believed it possible to be both a proud Mexican and a loyal Tejano. And, they were both.
- Work with the local schools to host an Essay Writing Contest on the Topic "Why the Tejanos were important to the Texas Revolution." (or) "What was the importance of the Victory or Death letter written by Travis at the Alamo?" Each essay should be 220 words long, the same number of words in the Travis Alamo letter.
- To get a service club / American Legion / VFW, etc. in your county to host a junior high "Victory or Death Letter" Oratorical Contest. Contestants would memorize and present the letter and tell what it means to them. The winner would recite the letter by memory at the dedication.
- Any other local initiatives that each County Chair might want to accomplish.

**ADDITIONAL COST:**

Any additional costs regarding the dedication must be raised locally by the County Chair. Working with the County Commissioners and County Judge, you should be able to get them to fund the cost of the placement installation of the plaque.

Please contact Dr. Danny Reeves at (903) 641-8840 or Bill McNutt at (214) 537-9311 so we can start working on the draft for the press release!

Welcome to the Fight! You are in many ways a modern-day Capt. Albert Martin, the man would rode the Victory or Death letter out of the Alamo. You are doing the same job he did on February 24, 1836! You are taking this valuable letter and example of patriotism to more Texans and future generations.

This is an important and worthwhile job.

Please reply to this email and let us know you are committed to everything in this communication.

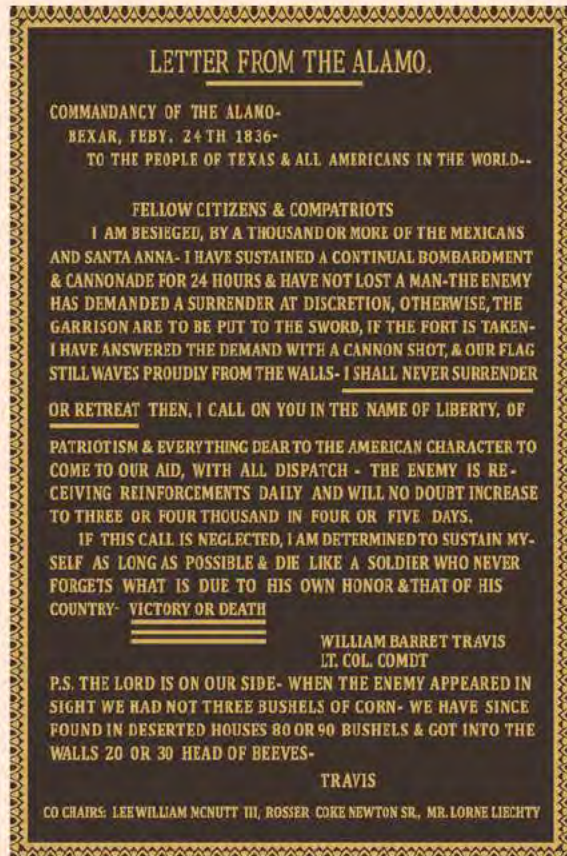
Thank you!

**L William McNutt**

Mobile: (214)-537-9311

Email: [mcnuttlw@gmail.com](mailto:mcnuttlw@gmail.com)

LinkedIn: [www.linkedin.com/in/lee-w-mcnutt](http://www.linkedin.com/in/lee-w-mcnutt)





# ALAMO LETTER SOCIETY

Dedicated To

José Antonio Navarro and Juan Seguín

[alamoletter.com](http://alamoletter.com)



## Our Mission

To educate current and future Texans about their forefathers' armed struggle for Freedom and Liberty through the placement of a large bronze plaque containing Col. William Barrett Travis's Alamo "**Victory or Death**" letter, in all 254 Texas Courthouses. To honor the two leading Tejanos of the Texas Revolution, Jose Antonio Navarro and Juan Seguín. The goal of the Alamo Letter Society is ambitious and unprecedented. The goal is to gift a 3 feet by 2 feet, 203-pound bronze plaque, of the famous letter to each of the 254 courthouses in the state of Texas. Each plaque will serve as an enduring symbol to future generations of Texans of their forefathers' fight for liberty, freedom, and the armed resistance to oppression.

The "**Victory or Death**" letter was written on Feb. 24, 1836, and heroically dispatched through the Mexican Army to General Sam Houston by Captain Albert Martin. Only 220 words long, many Texans and other Freedom-loving people around the world hold it in the same high esteem as the U.S. Constitution and the Magna Carta.

**Social Media**





# Letter History

February 23, 1836, was the first day of the 13-day siege of the Alamo. On that day, the 26-year-old Alamo Commander, Lt. Col William Barrett Travis of South Carolina, had only 157 men under his command. He was surrounded by thousands of Mexican soldiers commanded by Mexican President Antonio López de Santa Anna.

The next day, February 24, 1836, he wrote the 220-word Alamo letter addressed "**To the People of Texas and All Americans in the World**". This letter, a pleading for reinforcements became known as the "**Victory or Death**" letter. It is one of the most notable pieces of literature in the English language. It was heroically carried through the Mexican lines by Capt. Albert Martin.

The Travis letter to Texas President Sam Houston brought results, but not enough to turn the tide. At dawn on March 1, 1836, Capt. Albert Martin, with 32 men (himself included) from Gonzales passed the lines of the Mexican Army and entered the walls of the Alamo, never more to leave them.

These 32 citizen soldiers were Texas men, husbands and fathers, owning their own homes and guns, voluntarily organized and trained, determined to change the government that ruled over them. They passed through the lines of an enemy of four thousand to six thousand strong, to join 157 of their countrymen and neighbors, in a fortress doomed to destruction.

Does American history, or any history, ancient or modern, furnish a parallel to such heroism? The Travis letter motivated these men to willingly enter the beleaguered walls of the Alamo, to swell the number of determined citizen soldiers who resolved "never to surrender or retreat."

**ALAMO ★ LETTER**  
SOCIETY





**LETTER FROM THE ALAMO**  
 COMMANDANCY OF THE ALAMO,  
 BEXAR, FEB. 24<sup>TH</sup> 1836  
 TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD.

FELLOW CITIZENS & COMPATRIOTS  
 I AM BESIEGED BY A THOUSAND OR MORE OF THE MEXICANS AND SAN ANTONIO HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN - THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN, I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS - I SHALL NEVER SURRENDER OR RETREAT THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RECEIVING REINFORCEMENTS DAILY, AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.

IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MYSELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY - VICTORY OR DEATH

WILLIAM BARRETT TRAVIS  
 LT. COL. COMMANDANT

P.S. THE LORD IS ON OUR SIDE. WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN - WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES.

TRAVIS

ALAMO LETTER SOCIETY CO-CHAIRS: LIEUT. WILLIAM MCROFFER, ROSSER ORR, NEWTON R. NUCCES COUNTY; HARRY LEE CHESTER, JR., NORMA LINDA KENDRA, VERONICA ROSE WARRICK

**VICTORY OR DEATH**  
 1836  
*March 10th*  
*San Antonio de Bexar*  
**ALAMO LETTER SOCIETY**  
 I SHALL NEVER SURRENDER OR RETREAT



**LETTER FROM THE ALAMO.**  
 COMMANDANCY OF THE ALAMO.  
 BEXAR, FEB. 24<sup>TH</sup> 1836  
 TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD.

FELLOW CITIZENS & COMPATRIOTS  
 I AM BESIEGED BY A THOUSAND OR MORE OF THE MEXICANS AND SAN ANTONIO HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN - THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN, I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS - I SHALL NEVER SURRENDER OR RETREAT THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RECEIVING REINFORCEMENTS DAILY, AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.

IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MYSELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY - VICTORY OR DEATH

WILLIAM BARRETT TRAVIS  
 LT. COL. COMMANDANT

P.S. THE LORD IS ON OUR SIDE. WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN - WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES.

TRAVIS

ALAMO LETTER SOCIETY CO-CHAIRS: LIEUT. WILLIAM MCROFFER, ROSSER ORR, NEWTON R. NUCCES COUNTY; HARRY LEE CHESTER, JR., NORMA LINDA KENDRA, VERONICA ROSE WARRICK





# Dedication Dates

All dedications are at the courthouses in each county.

1. Ellis County 3:00 pm **Friday, February 23, 2024**. County Chair: Judge Todd Little
2. Rockwall County 10:00 am **Saturday, February 24, 2024**. County Chair: Mr. Lorne Liechty
3. Nueces County **Thursday, March 28, 2024**. County Chair: Harry Chester
4. Van Zandt County **Friday, April 12th**. County Chair: Dwayne "Doc" Collins
5. Hood County **Friday, April 20th**. County Chair: Judge Ron Massingill
6. Reeves County **Friday, June 28<sup>th</sup>**. County Chair: Judge Leo Hung
7. Gillespie County **Thursday, July 4<sup>th</sup>**. County Chair: Ms. Lee Spencer White
8. Nacogdoches County **Saturday, September 21st**. County Chair: Henry Taylor Millard
9. Limestone County **Tuesday, October 8th**. County Chairs: Hon. M. Phillips & Rosser Coke Newton Sr.







LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-  
BEXAR, FEBY. 24 TH 1836-  
TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--

FELLOW CITIZENS & COMPATRIOTS

I AM BESIEGED, BY A THOUSAND OR MORE OF THE MEXICANS  
AND SANTA ANNA- I HAVE SUSTAINED A CONTINUAL BOMBARDMENT  
& CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN- THE ENEMY  
HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE  
GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN-  
I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT, & OUR FLAG  
STILL WAVES PROUDLY FROM THE WALLS- I SHALL NEVER SURRENDER

OR RETREAT THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF  
PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO  
COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RE-  
CEIVING REINFORCEMENTS DAILY AND WILL NO DOUBT INCREASE  
TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.

IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MY-  
SELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER  
FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS  
COUNTRY- VICTORY OR DEATH

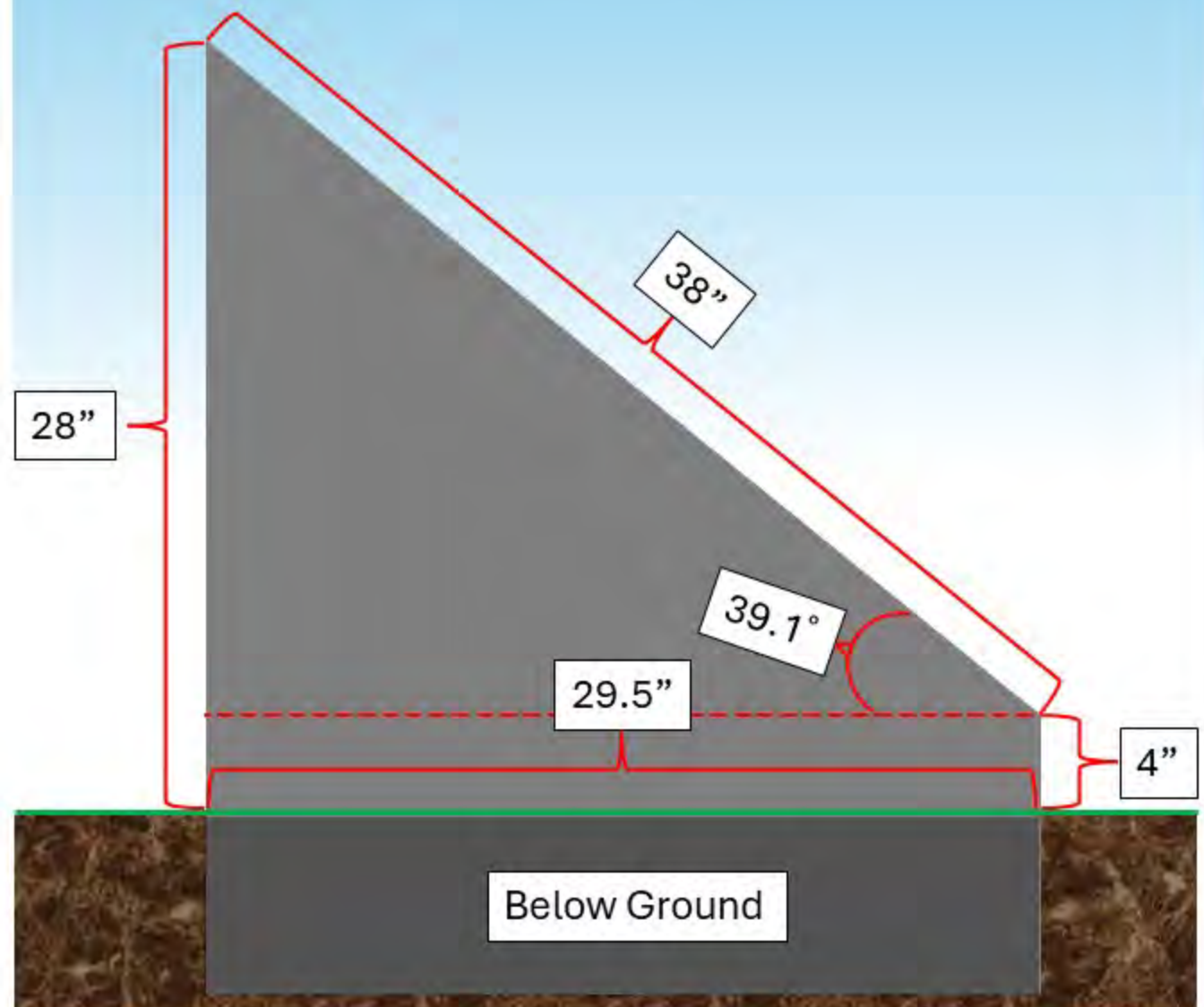
WILLIAM BARRET TRAVIS  
LT. COL. COMDT

P.S. THE LORD IS ON OUR SIDE- WHEN THE ENEMY APPEARED IN  
SIGHT WE HAD NOT THREE BUSHELS OF CORN- WE HAVE SINCE  
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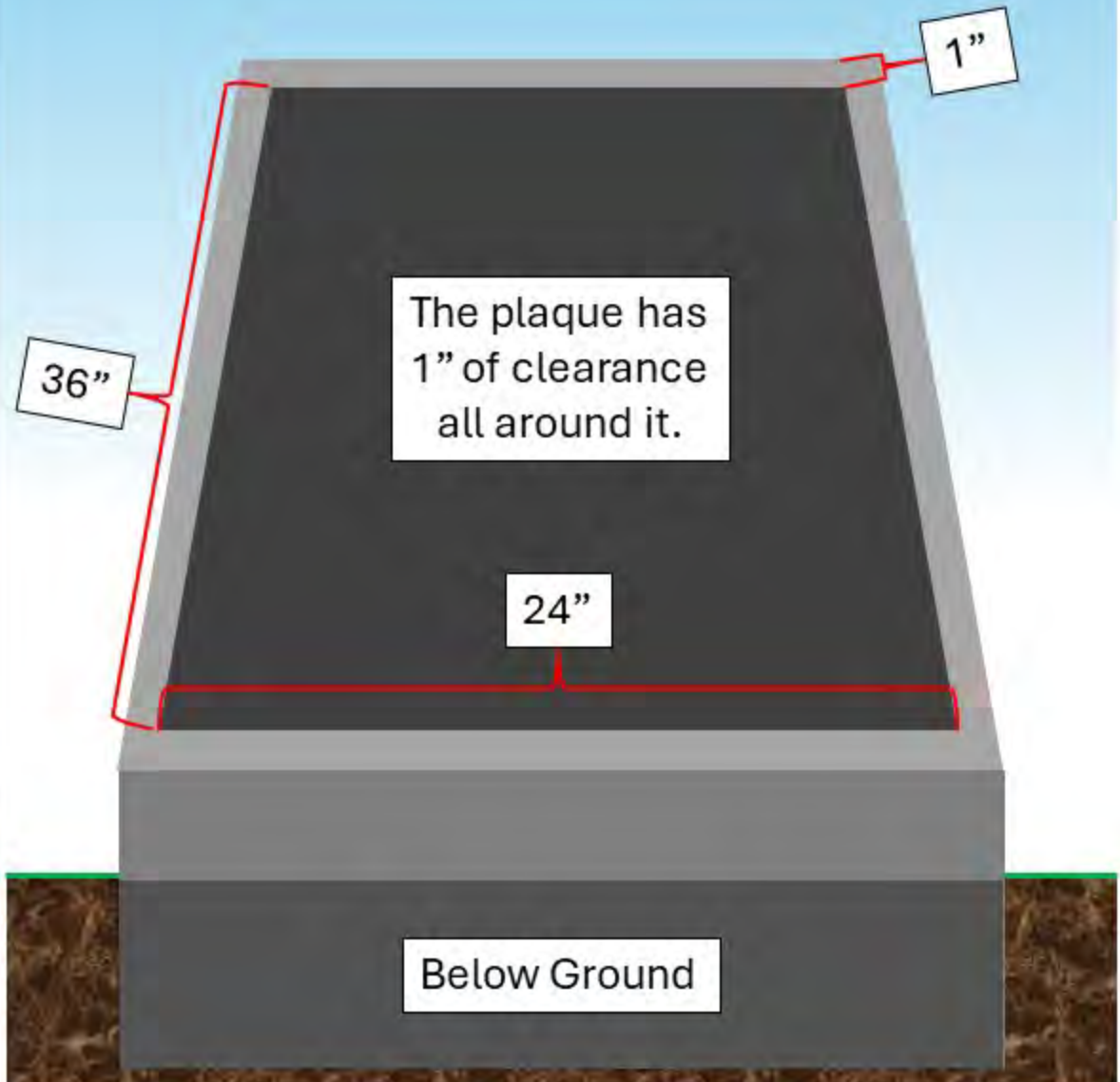
TRAVIS



Side View



Front View



# Cast Bronze

Project - Letter From The Alamo Reeves County

PLAQUE 1

# The Southwell Co.

502 S. STAPLES • CORPUS CHRISTI, TX 78403  
PH. (361) 884-4801

QUOTE # \_\_\_\_\_ N/A  
JOB # \_\_\_\_\_ N/A  
P.O. # \_\_\_\_\_ N/A  
DRAWN BY: J. GUERRERO  
DATE SUBMITTED: 04/8/24

CUSTOMER: \_\_\_\_\_  
N/A \_\_\_\_\_  
\_\_\_\_\_

SHIP TO: \_\_\_\_\_  
TBD \_\_\_\_\_  
\_\_\_\_\_

24"

## LETTER FROM THE ALAMO.

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BEXAR, FEBY. 24 TH 1836-  
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WILLIAM BARRET TRAVIS  
LT. COL. COMDT

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TRAVIS

ALAMO LETTER SOCIETY CO-CHAIRS : LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR.  
REEVES COUNTY : PATRICK STARLEY AND COUNTY JUDGE LEO HUNG

15/16"

1/2"

7/16" Co-Chair Names  
Go Here

Elevation \_\_\_\_\_  
Scale: 1/4" = 1"

**PROOFS!** PLEASE SIGN & RETURN ONE COPY OR PLAQUE WILL NOT GO INTO PRODUCTION! ➔  approved (no corrections)  revise and resubmit

Signed by Ray P. Hearn Date: 4-9-24

QUANTITY: \_\_\_\_\_ ONE (1)  
MATERIAL: \_\_\_\_\_ BRONZE  
BK GR COLOR: \_\_\_\_\_ BROWN  
BORDER: \_\_\_\_\_ CUSTOM BORDER RAISED SATIN BRONZE COLOR  
LETTERS: \_\_\_\_\_ CAMBRIA RAISED SATIN BRONZE COLOR  
LOGO: \_\_\_\_\_ N/A  
TEXTURE: \_\_\_\_\_ LEATHERETTE (CL)  
MOUNTING: \_\_\_\_\_ CONCEALED

**SPECIFY MOUNTING ATTACHMENTS**

CONCEALED (MASONRY)  
 WOOD SCREWS W/ROSETTES  
 EXPANSION BOLTS W/ROSETTES  
 TOGGLE BOLTS W/ROSETTES (HEAVY PLAQUES)  
 POST MOUNT (SEE DRAWING)

(SHEETROCK / HOLLOW WALLS)

THE DESIGN OF THIS PLAQUE HAS BEEN MADE USING COMPUTERIZED GRAPHICS. THE ACTUAL PATTERN USED IN CASTING WILL BE MADE BASED ON FINAL APPROVAL OF THIS SUBMITTAL DRAWING. THE FORMAT, LETTER STYLE, LETTER SIZE, SPACING AND MOUNTING ARE BASED ON INDUSTRY STANDARDS AND OUR CAPACITIES TO PRODUCE A HIGH QUALITY CASTING.



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**STOP YOU ARE THE FINAL PROOF-READER STOP** YOUR ORDER WILL BE PRODUCED FROM THE ARTWORK YOU SEE HERE. IF YOU APPROVE THIS ARTWORK AND IT CONTAINS ERRORS, YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR THE WORK WE REDO. PLEASE CAREFULLY CHECK THAT ALL IS CORRECT REGARDING SPELLING, DESIGN, COLOR AND SIZE



# LETTER FROM THE ALAMO.

---

COMMANDANCY OF THE ALAMO-

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TRAVIS

CO CHAIRS: LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR., MR. LORNE LIECHTY

**5**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/19/2025	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 2/25/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> NETRMA Board Appt	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to appoint a Smith County representative to serve on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors, to serve a two-year term beginning February 1, 2025, and ending January 31, 2027.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b> NA	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Jennafer Bell	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b> Daisy Nunez	<b>Email:</b> daisy.nunez@netrma.org
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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





**Gary Halbrooks**  
Chairman

**Andrea Williams-McCoy**  
Vice-chair

**Board Members**

*Bowie County*  
**Cory Floyd**  
**Andrea Williams-McCoy**

*Camp County*  
**Curtis Rath**

*Cass County*  
**Matthew Nelson**

*Cherokee County*  
**Ben Hamilton**

*Gregg County*  
**Dan Droege**  
**Keith Honey**  
**Dave Spurrier**

*Harrison County*  
**Rush Harris**  
**Mac Abney**

*Kaufman County*  
**Robert Messer**

*Panola County*  
**Dr. John Ray**

*Rusk County*  
**John Cloutier**

*Smith County*  
**Marcia Daughtrey**  
**Howard Patterson**  
**Matthew Watts**

*Titus County*  
**Nathan Tafoya**

*Upshur County*  
**Larry Morse**

*Van Zandt County*  
**Chet Clayton**

*Wood County*  
**Jason Ray**

February 19, 2025

The Honorable Neal Franklin  
200 E. Ferguson, Suite 100  
Tyler, Tx 75702

Dear Judge Franklin,

This letter is to inform you that Smith County Board member, Marcia Daughtrey's term on the NET RMA Board of Directors expired on January 31, 2025.

Per statute, Marcia Daughtrey may be reappointed. If Smith County chooses to appoint a new board member, please notify me as soon as possible so that we may begin the initiation process, including completion of the Conflict-of-Interest forms.

Please feel free to contact me if you have any questions. I thank you for your support of the NET RMA and I look forward to our continued partnership.

Sincerely,

Gary Halbrooks,  
NET RMA Chairman

cc: Marcia Daughtrey, NET RMA Board Member

## Rachel McCord

---

**From:** Marcia Daughtrey [REDACTED]  
**Sent:** Wednesday, February 19, 2025 2:10 PM  
**To:** Judge Neal Franklin; Gary Halbrooks - Contact; Glenn Green  
**Subject:** Net RMA appointment

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

\*\*\*\*\* 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. \*\*\*\*\*

Neal,

I am very much interested in continuing my position representing Smith County on the Net RMA Board of Directors. My tenure/service has been productive and continuation will be seamless.

Thank you for your consideration.

Marcia Daughtrey

**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 Commissioners Court of Smith County, Texas considered adopting a resolution reappointing a board member to the Northeast Texas Regional Mobility Authority (NET RMA);

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Smith County, Texas hereby reappoints \_\_\_\_\_ to serve on the Northeast Texas Regional Mobility Authority Board of Directors for a term of two years beginning February 1, 2025 and ending January 31, 2027.

**WITNESS OUR HANDS THIS 25<sup>th</sup> day of February, A.D. 2025**

\_\_\_\_\_  
Neal Franklin  
County Judge

\_\_\_\_\_  
Christina Drewry  
Commissioner, Precinct 1

\_\_\_\_\_  
John Moore  
Commissioner, Precinct 2

\_\_\_\_\_  
J Scott Herod  
Commissioner, Precinct 3

\_\_\_\_\_  
Ralph Caraway, Sr.  
Commissioner, Precinct 4

**6**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/11/2025	<b>Submitted by:</b> Brandon Moore
<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> Fire Marshal
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> State Homeland Security Program Grant	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to allow the Emergency Management Coordinator to apply for grant number 5487901 and grant number 5489601 related to emergency management through the East Texas Council of Governments, and allow the County Judge to sign all related documentation.	
<b>Background:</b> Grant number 5487901 is for an on-site response trailer that, once stocked, will be used for response to mass casualty events and reunification. Grant number 5489601 is to support the Smith County Emergency Response Team by acquiring response and deployment kits to be issued and used during disaster operations. This is a reimbursement grant that will begin award review near the end of the year.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Brandon Moore	<b>Email:</b> bmoore2@smith-county.com
<b>Name:</b> Chad Hogue	<b>Email:</b> chogue@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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

**WHEREAS**, Smith County finds it in the best interest of the citizens of Smith County to apply for the grant #5487901, Project Title: On-Site Response Trailer, be operated for the SHSP Regular Solicitation-FY25 year; and

**WHEREAS**, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full, following the guidance of the Fund Source: HS-Homeland Security Grant Program (HSGP); and

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

**NOW THEREFORE, BE IT RESOLVED** that Smith County approves submission of the grant application for the Smith County On-Site Response Trailer to the Office of the Governor.

Signed by:

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Number: 5487901

**WHEREAS**, Smith County finds it in the best interest of the citizens of Smith County to apply for the Grant #5489601, Project Title: County Community Emergency Response Team, be operated for the SHSP Regular Solicitation-FY25 year; and

**WHEREAS**, Smith County agrees that in the event of loss or misuse of the Office of the Governor funds, Smith County assures that the funds will be returned to the Office of the Governor in full, following the guidance of the Fund Source: HS-Homeland Security Grant Program (HSGP); and

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

**NOW THEREFORE, BE IT RESOLVED** that Smith County approves submission of the grant application for the Smith County Community Emergency Response Team to the Office of the Governor.

Signed by:

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Number: 5489601

7



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

<b>Submission Date:</b> 02/19/2025	<b>Submitted by:</b> Michelle Allcon
<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> Elections Administration
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Elections	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the following Facility Use Agreements for 2025: Bullard Southern Baptist Church, Cameron J Jarvis Library, Tyler Fire Department-Station #2, First Christian Church, Heritage Building, Hideaway Member Services Building, Kinzie Community Center, Lanes Chapel Methodist Church, Tyler ISD's Clarkston Elementary School and Jones/Boshears Elementary School, and Winona Community Center	
<b>Background:</b> n/a	
<b>Financial and Operational Impact:</b> n/a	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Michelle Allcon	<b>Email:</b> mallcon@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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

## FACILITIES USE AGREEMENT

Bullard Southern Baptist

This Agreement is made this 13 day of February, 2025, by and between **Bullard Southern Baptist** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

**1. Premises:** Facility grants to User the use of that portion of the Facility, located at 716 N Houston St, Bullard, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

**2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

May 3, 2025 Election Dates:

May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advance)

May 3, 2025-Election Day

May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)

November 4, 2025 Election Dates:

November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)

November 4, 2025-Election Day

November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)

**3. Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.

**4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Scott Parrish at least seven (7) days prior to the first day of the event.

**5. Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

**6. Cancellation by Facility:** Facility agrees not to cancel the Events dates.

**7. Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.



8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.


Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**BULLARD SOUTHERN BAPTIST**

Signature:   
Printed Name: *Scott E. Parrish*  
Title: *Pastor*  
Date: *02/13/2025*

Mailing Address:  
PO BOX 338  
Bullard, Tx 75757

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:  
Name: Michelle Allcon  
Title: Smith County Elections Administrator  
Date:

Signature:  
Name: Neal Franklin  
Title: Smith County Judge  
Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

**FACILITIES USE AGREEMENT**  
Cameron J Jarvis-Troup Municipal Library

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between **Cameron J Jarvis-Troup Municipal Library** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

**1. Premises:** Facility grants to User the use of that portion of the Facility, located at 102 S Georgia St, Troup, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

**2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

May 3, 2025 Election Dates:

May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advance)

May 3, 2025-Election Day

May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)

November 4, 2025 Election Dates:

November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)

November 4, 2025-Election Day

November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)

**3. Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

**4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Melanie Brumit at least seven (7) days prior to the first day of the event.

5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).

15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**

**CAMERON J JARVIS-TROUP MUNICIPAL LIBRARY**

Signature: *Melanie Brunit*

Printed Name: *melanie Brunit*

Title: *Library Director*

Date: *01-23-2025*

Mailing Address:  
PO Box 721  
Troup, TX 75789

**USER**

**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

**FACILITIES USE AGREEMENT**  
City of Tyler Fire Department Station #2

This Agreement is made this 18th day of February, 2025, by and between **City of Tyler Fire Department Station #2** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 5505 Old Bullard Rd, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025 Election** (the "Events").
  - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room  
  
User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
  - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
  - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
  - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):  
May 3, 2025 Election Dates:  
May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advanced)  
May 3, 2025-Election Day  
May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advanced)
3. **Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Kelly Adkinson at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage

or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
  
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

**FACILITY**  
**CITY OF TYLER FIRE DEPARTMENT STATION #2**

Signature: 

Printed Name: David Coble  
Title: Chief of Tyler Fire Department  
Date: 2-18-25

Mailing Address:  
1520 W Front St  
Tyler, TX 75702

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon  
Title: Smith County Elections Administrator  
Date:

Signature:

Name: Neal Franklin  
Title: Smith County Judge  
Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

## FACILITIES USE AGREEMENT

First Christian Church

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between **First Christian Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 4202 S Broadway Ave, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").
  - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room  
  
User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
  - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
  - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
  - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):  
May 3, 2025 Election Dates:  
May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advance)  
May 3, 2025-Election Day  
May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)  
  
November 4, 2025 Election Dates:  
November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)  
November 4, 2025-Election Day  
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Nate Dean at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**FIRST CHRISTIAN CHURCH**

Signature: 

Printed Name:

Title:

Date:

Mailing Address:  
4202 S Broadway Ave,  
Tyler , TX 75701

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon  
Title: Smith County Elections Administrator  
Date:

Signature:

Name: Neal Franklin  
Title: Smith County Judge  
Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

## FACILITIES USE AGREEMENT

Texas Educational Baptist State Convention-DC Brown Heritage Building

This Agreement is made this 23 day of January, 2025, by and between **Texas Educational Baptist State Convention-DC Brown Heritage Building** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1900 Bellwood Ave, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **Election Dates** (the "Events").
  - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room  
  
User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
  - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
  - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
  - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):  
May 3, 2025 Election Dates:  
April 21, 2025-Equipment Drop Off and Set Up (a specific time to be scheduled in advance)  
April 22-25, 2025-Early Voting  
April 28-29, 2025-Early Voting  
May 3, 2025-Election Day  
May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)  
  
November 4, 2025 Election Dates:  
October 17, 2025-Equipment Drop Off (a specific time to be scheduled in advance)  
October 19, 2025-Equipment Set up  
October 20-31, 2025-Early Voting  
November 4, 2025-Election Day  
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$125.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Lester Dewberry at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character

("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

- 16. Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
- 17. Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**

**TEXAS EDUCATIONAL BAPTIST STATE CONVENTION-DC BROWN HERITAGE BUILDING**

Signature: *Janis High*

Printed Name: Janis High

Title: Admin Assistant to President

Date: 23 January 2025

Mailing Address:

PO Box 4456

Tyler, TX 75712-4456

**USER**

**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

## FACILITIES USE AGREEMENT

Hideaway Member Services Building

This Agreement is made this 29<sup>th</sup> day of January, 2025, by and between **Hideaway Member Services Building** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

**1. Premises:** Facility grants to User the use of that portion of the Facility, located at 101 Hideaway Lane Central, Hideaway, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

**2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

May 3, 2025 Election Dates:

May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advance)

May 3, 2025-Election Day

May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)

November 4, 2025 Election Dates:

November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)

November 4, 2025-Election Day

November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)

**3. Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

Staci McMillan

**4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: ~~11/11/24~~ ~~11/11/24~~ at least seven (7) days prior to the first day of the event.

5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).

15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**HIDEAWAY MEMBER SERVICES BUILDING**

Signature: 

Printed Name: Staci McMillan  
Title: Assistant General Manager  
Date: January 29, 2025

Mailing Address:  
101 Hideaway Lane Central  
Hideaway, TX 75771

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon  
Title: Smith County Elections Administrator  
Date:

Signature:

Name: Neal Franklin  
Title: Smith County Judge  
Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

**FACILITIES USE AGREEMENT**  
City of Lindale: Kinzie Community Center

This Agreement is made this 4<sup>th</sup> day of February, 2025, by and between **City of Lindale: Kinzie Community Center** (hereinafter know as Facility) and **Smith Count Elections Administration**. (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 912 Mt. Sylvan St. Lindale, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

May 3, 2025 Election Dates:

April 21, 2025-Equipment Drop Off and Set Up (a specific time to be scheduled in advance)

April 22-25, 2025-Early Voting

April 28-29, 2025-Early Voting

May 3, 2025-Election Day

May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)

November 4, 2025 Election Dates:

October 17, 2025-Equipment Drop Off (a specific time to be scheduled in advance)

October 19, 2025-Equipment Set up

October 20-31, 2025-Early Voting

November 4, 2025-Election Day

November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)

3. **Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Michelle Wiese at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**CITY OF LINDALE: KINZIE COMMUNITY CENTER**

Signature: *Michelle Wiese*

Printed Name: *Michelle Wiese*  
Title: *City Secretary*  
Date: *2-4-25*

Mailing Address:  
105 Ballard Dr  
Lindale, TX 75771

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Alcon  
Title: Smith County Elections Administrator  
Date:

Signature:

Name: Neal Franklin  
Title: Smith County Judge  
Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

## FACILITIES USE AGREEMENT

Lanes Chapel Methodist Church

This Agreement is made this 23 day of January, 2025, by and between **Lanes Chapel Methodist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 8720 Old Jacksonville Hwy, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").
  - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room  
  
User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
  - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
  - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
  - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):  
May 3, 2025 Election Dates:  
May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advance)  
May 3, 2025-Election Day  
May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)  
  
November 4, 2025 Election Dates:  
November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)  
November 4, 2025-Election Day  
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Jeff Gage at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**LANES CHAPEL METHODIST CHURCH**

Signature: *D. Jeff Gage*

Printed Name: *D. Jeff Gage*

Title: *Senior Pastor*

Date: *1-23-25*

Mailing Address:  
8720 Old Jacksonville Hwy  
Tyler, TX 75703

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon  
Title: Smith County Elections Administrator  
Date:

Signature:

Name: Neal Franklin  
Title: Smith County Judge  
Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

## FACILITIES USE AGREEMENT

Tyler Independent School District

This Agreement is made this 23rd day of January, 2025, by and between **Tyler Independent School District** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of the following locations, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025** (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room at these premises:

Clarkston Elementary School: 2915 Williamsburg Dr., Tyler, TX 75701

Jones-Boshears Elementary School: 3450 Chandler Dr., Tyler, TX 75702

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

May 3, 2025 Election Dates:

May 2, 2025-Equipment Drop Off (a specific time to be scheduled in advance)

May 3, 2025-Election Day

May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)

3. **Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Gina Orr at least seven (7) days prior to the first day of the event.

5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.

7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
  
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**TYLER INDEPENDENT SCHOOL DISTRICT**

Signature: 

Printed Name: Marty Crawford, Ed.D.

Title: Superintendent

Date: January 23, 2025

Mailing Address:

1319 Earl Campbell Pkwy

Tyler, TX 75701

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

## FACILITIES USE AGREEMENT

Winona Community Center

This Agreement is made this 19 day of February, 2025, by and between **Winona Community Center** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 520 Dallas St, Winona, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **May 3, 2025, November 4, 2025, or any called special election** (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:  
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

May 3, 2025 Election Dates:

April 21, 2025-Equipment Drop Off and Set Up (a specific time to be scheduled in advance)

April 22-25, 2025-Early Voting

April 28-29, 2025-Early Voting

May 3, 2025-Election Day

May 5, 2025-Equipment Pick Up (a specific time to be scheduled in advance)

November 4, 2025 Election Dates:

November 3, 2025-Equipment Drop Off (a specific time to be scheduled in advance)

November 4, 2025-Election Day

November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)

3. **Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Deana Powell at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.



**FACILITY**  
**WINONA COMMUNITY CENTER**

Signature:



Printed Name: Deana Powell

Title: City Secretary

Date: 8/19/25

Mailing Address:  
520 Dallas St  
Winona, TX 75792

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:  
Smith County Elections Administration  
302 E Ferguson St  
Tyler, TX 75702

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# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/19/2025	<b>Submitted by:</b> Michelle Allcon
<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> Elections Administration
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Elections	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and approve Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 3, 2025 Election and authorize the County Judge to sign all related documentation:  City of Bullard, Bullard ISD, City of Hideaway, Lindale ISD, City of Troup, City of Tyler, Tyler ISD, City of Winona, Winona ISD	
<b>Background:</b> n/a	
<b>Financial and Operational Impact:</b> n/a	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Michelle Allcon	<b>Email:</b> mallcon@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF BULLARD  
FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this 14<sup>th</sup> day of January, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Bullard with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT**.



## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. **VOTING UNIT'S DUTIES**

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as

possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.



This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly by all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **CITY OF BULLARD**

c/o Doris Crockett, City Secretary  
PO BOX 107  
Bullard, TX 75757

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and City of Bullard have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF BULLARD CITY COUNCIL IN A MEETING on the  
14<sup>th</sup> day of January, 2025 and executed by **SHIRLEY COE**, Mayor, as the  
authorized representative of **CITY OF BULLARD**.

**CITY OF BULLARD**

BY: *Shirley Coe*  
SHIRLEY COE, MAYOR

ATTEST: *Doris Crockett*  
BY: *Doris Crockett*  
DORIS CROCKETT, CITY SECRETARY

APPROVED:  
BY: *Robert Davis*  
ROBERT DAVIS, CITY ATTORNEY



# ESTIMATE

To: Doris Crockett  
 City of Bullard  
 PO BOX 107  
 Bullard, TX 75757  
 903-894-7223, ext 109



Smith County

Elections  
 Administration

302 E Ferguson Street  
 Tyler, TX 75702  
 Phone 903-590-4777  
 Fax 903-590-4778  
 scelections@smith-  
 county.com

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 3, 2025 Election      30 day

DESCRIPTION	TOTAL COST	BULLARD COST
-------------	------------	--------------

EV Locations-Workers/Location Rental/Supplies	33,653.00	379.37
ED Locations-Workers/Location Rental/Supplies	19,375.00	379.45
Central-Workers/Location Rental/Supplies	3,280.00	234.29
Publications of Notice of Election & L&A	1,789.00	127.79
Absentee Ballots	25.80	25.80
Rental of Election Equipment	2,786.66	2,786.66
ES&S Invoices	12,474.00	891.00
Equipment Delivery	5,000.00	357.14

SUBTOTAL      5,181.51

10% ADMINISTRATIVE FEE      518.15

TOTAL      5,699.66

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND BULLARD  
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and Bullard Independent School District with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a trustee election and any special election herein described for **VOTING UNIT**.

## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. VOTING UNIT'S DUTIES

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as



possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

This cost includes the poll workers, the supplies, and the rental fee (if any). If "VOTING UNIT 1" shares a ballot with "VOTING UNIT 3" then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that COUNTY'S and VOTING UNIT'S participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the VOTING UNIT'S duties or rights under this Agreement.

**IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by VOTING UNIT without the prior written consent of COUNTY by and through an order of its Commissioners Court.

**X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

**XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

**SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

**BULLARD INDEPENDENT SCHOOL DISTRICT**

c/o Jack Lee, Superintendent  
1426B S. Houston St.  
Bullard, TX 75757

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

**XII. CANCELLATIONS**

In the event that any of VOTING UNIT'S elections are canceled, the remaining VOTING UNITS shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling VOTING UNIT shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and Bullard Independent School District have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK


APPROVED:

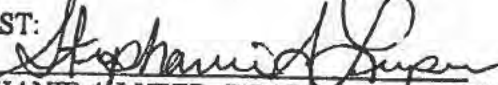
BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.



**APPROVED BY BULLARD INDEPENDENT SCHOOL DISTRICT SCHOOL BOARD IN  
A MEETING on the 10<sup>th</sup> day of February, 2025 and executed by CORY  
ZAHIRNIAK, Board President, as the authorized representative of BULLARD  
INDEPENDENT SCHOOL DISTRICT.**

**BULLARD INDEPENDENT SCHOOL DISTRICT**

BY:   
CORY ZAHIRNIAK, BOARD PRESIDENT

ATTEST:  
BY:   
STEPHANIE A LUPER, BOARD SECRETARY

APPROVED:  
BY:   
JOHN HARDY, ATTORNEY FOR BULLARD ISD

# ESTIMATE

To: Ashley Jones  
 Bullard ISD  
 1426B S. Houston St  
 Bullard, TX 75757



Smith County

Elections  
 Administration

302 E Ferguson Street  
 Tyler, TX 75702  
 Phone 903-590-4777  
 Fax 903-590-4778  
 scelections@smith-  
 county.com

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 3, 2025 Election      30 day

DESCRIPTION	TOTAL COST	BULLARD ISD COST
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EV Locations-Workers/Location Rental/Supplies	33,653.00	1,138.12
ED Locations-Workers/Location Rental/Supplies	19,375.00	897.63
Central-Workers/Location Rental/Supplies	3,280.00	234.29
Publications of Notice of Election & L&A	1,789.00	127.79
Absentee Ballots	25.80	25.80
Rental of Election Equipment	2,786.66	2,786.00
ES&S Invoices	12,474.00	891.00
Equipment Delivery	5,000.00	357.14

**SUBTOTAL**      6,458.44

**10% ADMINISTRATIVE FEE**      645.84

**TOTAL**      7,104.28

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF  
HIDEAWAY FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this 4<sup>th</sup> day of FEBRUARY, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Hideaway with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT**.



## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancellation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;



Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. **VOTING UNIT'S DUTIES**

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as



possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.



This cost includes the poll workers, the supplies, and the rental fee (if any). If "VOTING UNIT 1" shares a ballot with "VOTING UNIT 3" then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly by all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and



3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that COUNTY'S and VOTING UNIT'S participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the VOTING UNIT'S duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by VOTING UNIT without the prior written consent of COUNTY by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **CITY OF HIDEAWAY**

c/o Nancy Vander Giessen, City Secretary  
101 Hideaway Lane Central,  
Hideaway, TX 75771

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of VOTING UNIT'S elections are canceled, the remaining VOTING UNITS shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling VOTING UNIT shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and City of Hideaway have caused this agreement to be effective as of the 4<sup>th</sup> day of FEBRUARY, 2025.



**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF HIDEAWAY CITY COUNCIL IN A MEETING on the  
4th day of FEBRUARY, 2025 and executed by RED BROWN,  
MAYOR, as the authorized representative of CITY OF HIDEAWAY.

CITY OF HIDEAWAY

BY:   
\_\_\_\_\_

ATTEST:

BY: Nancy J. Vander Giessen  
NANCY VANDER GIESSEN, CITY SECRETARY

APPROVED:

BY: \_\_\_\_\_  
\_\_\_\_\_, CITY ATTORNEY

# ESTIMATE

To: Nancy Vander Giessen  
 City of Hideaway  
 101 Hideaway Lane Central  
 Hideaway, TX 75771  
 214-384-0436



Smith County

Elections  
 Administration

302 E Ferguson Street  
 Tyler, TX 75702  
 Phone 903-590-4777  
 Fax 903-590-4778  
 selections@smith-  
 county.com

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 3, 2025 Election      30 day

DESCRIPTION	TOTAL COST	HIDEAWAY COST
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EV Locations-Workers/Location Rental/Supplies	33,653.00	783.93
ED Locations-Workers/Location Rental/Supplies	19,375.00	350.76
Central-Workers/Location Rental/Supplies	3,280.00	234.29
Publications of Notice of Election & L&A	1,789.00	127.79
Absentee Ballots	25.80	25.80
Rental of Election Equipment	2,786.66	2,786.66
ES&S Invoices	12,474.00	891.00
Equipment Delivery	5,000.00	357.14

**SUBTOTAL**      5,557.36

**10% ADMINISTRATIVE FEE**      555.74

**TOTAL**      6,113.10

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND LINDALE  
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and Lindale Independent School District with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a trustee election and any special election herein described for **VOTING UNIT**.



## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. VOTING UNIT'S DUTIES

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY's** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as

possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.



This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.

- b. Estimated Services: Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. Absentee Ballots: The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. Equipment Rental: A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **LINDALE INDEPENDENT SCHOOL DISTRICT**

c/o Mike Combs, Board President  
PO Box 370  
Lindale, TX 75771

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and Lindale Independent School District have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.



**APPROVED BY LINDALE INDEPENDENT SCHOOL DISTRICT SCHOOL BOARD IN A MEETING** on the \_\_\_\_ day of \_\_\_\_\_, 2025 and executed by **MIKE COMBS**, Board President, as the authorized representative of **LINDALE INDEPENDENT SCHOOL DISTRICT**.

**LINDALE INDEPENDENT SCHOOL DISTRICT**

BY: Mike Combs  
MIKE COMBS, BOARD PRESIDENT

ATTEST:  
BY: Karen Gott  
DR. KAREN GOTT, BOARD SECRETARY

APPROVED:

BY: \_\_\_\_\_  
RANDALL COOK, ATTORNEY FOR LINDALE ISD

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF TROUP  
FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Troup with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT**.

## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. **VOTING UNIT'S DUTIES**

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as



possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **CITY OF TROUP**

c/o Joe Carlyle, Mayor  
106 E Duval St  
Troup, TX 75789

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and City of Troup have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.



**APPROVED BY CITY OF TROUP CITY COUNCIL IN A MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 and executed by **JOE CARLYLE**, Mayor, as the authorized representative of **CITY OF TROUP**.

**CITY OF TROUP**

BY: \_\_\_\_\_  
JOE CARLYLE, MAYOR

ATTEST:  
BY: \_\_\_\_\_  
BUFFIE DEASON, CITY SECRETARY

APPROVED:  
BY: \_\_\_\_\_  
BLAKE ARMSTRONG, CITY ATTORNEY

APPROVED BY CITY OF TROUP CITY COUNCIL IN A MEETING on the 27<sup>th</sup> day of January, 2025 and executed by JEFF HALE, Mayor, as the authorized representative of CITY OF TROUP.

**CITY OF TROUP**

BY: Jeff Hale  
JEFF HALE, MAYOR

ATTEST: Buffie Deason  
BY: Buffie Deason  
BUFFIE DEASON, CITY SECRETARY

APPROVED: Blake Armstrong  
BY: Blake Armstrong  
BLAKE ARMSTRONG, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF TYLER  
FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this 12 day of February, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Tyler with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT**.

## **TERMS, RIGHTS AND DUTIES**

### **I. COUNTY'S DUTIES**

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will limit the selection of polling places in **VOTING UNIT'S** single member districts to two, unless specifically requested in writing by **VOTING UNIT**. **VOTING UNIT** acknowledges that, if a polling place becomes unavailable, this could mean that there is not a replacement for a polling place in the same district.
6. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
7. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting

system equipment for **County**, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.

8. Furnish **VOTING UNIT** with sample ballots for their elections;
9. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
10. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
11. Appoint Early Voting Ballot Board and notify same;
12. Appoint Election Judges and Alternate Judges and notify same;
13. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
14. Establish Central Counting Station;
15. Deliver supplies and voting equipment to and from polling places;
16. Conduct Early Voting by personal appearance for **VOTING UNIT**;
17. Conduct Early Voting by mail for **VOTING UNIT**;
18. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
19. Conduct Election Day voting for **VOTING UNIT**;
20. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
21. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
22. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
23. Provide for retention and storage of election records as provided by law;



24. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
25. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;
26. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;
27. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
28. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
29. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
30. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
31. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. **VOTING UNIT'S DUTIES**

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.

2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.
4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. **Location Charges:** The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%. This cost includes the poll workers, the supplies, and the rental fee (if any). If "**VOTING UNIT 1**" shares a ballot with "**VOTING UNIT 3**" then the 75% will be divided between those entities.
  - b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly by all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to

**VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting

a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **CITY OF TYLER**

Cassandra Brager, City Clerk  
PO Box 2039  
Tyler, TX 75710

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.



**XII. CANCELLATIONS**

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and City of Tyler have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.

**APPROVED BY CITY OF TYLER CITY COUNCIL IN A MEETING** on the  
12<sup>th</sup> day of February, 2025 and executed by **EDWARD BROUSSARD**,  
CITY MAYOR, as the authorized representative of **CITY OF TYLER**.

**CITY OF TYLER**

BY: Edward Broussard  
EDWARD BROUSSARD, CITY MANAGER

ATTEST:  
BY: Cassandra Brager  
CASSANDRA BRAGER, CITY CLERK



APPROVED:  
BY: Deborah Pullum  
DEBORAH PULLUM, CITY ATTORNEY

# ESTIMATE

To: Cassandra Brager  
 City of Tyler  
 PO Box 2039  
 Tyler, TX 75710  
 903-531-1106



Smith County

Elections  
 Administration

302 E Ferguson Street  
 Tyler, TX 75702  
 Phone 903-590-4777  
 Fax 903-590-4778  
 scelections@smith-  
 county.com

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 3, 2025 Election      30 day

DESCRIPTION	TOTAL COST	TYLER COST
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EV Locations-Workers/Location Rental/Supplies	33,653.00	6,343.84
ED Locations-Workers/Location Rental/Supplies	19,375.00	6,377.53
Central-Workers/Location Rental/Supplies	3,280.00	234.29
Publications of Notice of Election & L&A	1,789.00	127.79
Absentee Ballots	301.00	301.00
Rental of Election Equipment	2,786.66	2,786.66
ES&S Invoices	12,474.00	891.00
Equipment Delivery	5,000.00	357.14

**SUBTOTAL      17,419.26**

**10% ADMINISTRATIVE FEE      1,741.93**

**TOTAL      19,161.18**

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND TYLER  
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this 23rd day of January, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and Tyler Independent School District with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a trustee election and any special election herein described for **VOTING UNIT**.

## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;



8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

25. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;
26. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
27. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
28. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
29. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and

## II. VOTING UNIT'S DUTIES

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in

violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%. This cost includes the poll workers, the supplies, and the rental fee (if any). If "**VOTING UNIT 1**" shares a ballot with "**VOTING UNIT 3**" then the 75% will be divided between those entities.

- b. Estimated Services: Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. Absentee Ballots: The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. Equipment Rental: A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
  3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).



#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** 5/3/2025 election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this



agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **TYLER INDEPENDENT SCHOOL DISTRICT**

c/o Marty Crawford, Superintendent  
1319 Earl Campbell Parkway  
Tyler, TX 75701

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and Tyler Independent School District have caused this agreement to be effective as of the 23<sup>rd</sup> day of January, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

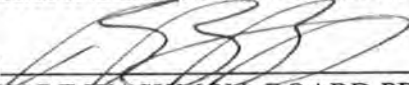
BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.

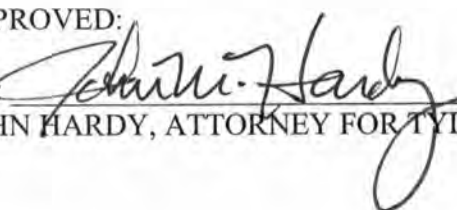
**APPROVED BY TYLER INDEPENDENT SCHOOL DISTRICT SCHOOL BOARD IN A MEETING** on the 23<sup>rd</sup> day of January, 2025 and executed by **R.WADE WASHMON**, Board President, and **MARTY CRAWFORD**, Superintendent, as the authorized representative of **TYLER INDEPENDENT SCHOOL DISTRICT**.

**TYLER INDEPENDENT SCHOOL DISTRICT**

BY:   
R. WADE WASHMON, BOARD PRESIDENT

BY:   
MARTY CRAWFORD, SUPERINTENDENT

ATTEST:  
BY:   
GINA ORR, BOARD SECRETARY

APPROVED:  
BY:   
JOHN HARDY, ATTORNEY FOR TYLER I.S.D.

# ESTIMATE

To: Gina Orr  
 Tyler Independent School District  
 1319 Earl Campbell Parkway  
 Tyler, TX 75701  
 903-262-1001



Smith County

Elections  
 Administration

302 E Ferguson Street  
 Tyler, TX 75702  
 Phone 903-590-4777  
 Fax 903-590-4778  
 selections@smith-  
 county.com

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 3, 2025 Election      30 day

DESCRIPTION	TOTAL COST	TYLER ISD COST
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EV Locations-Workers/Location Rental/Supplies	33,653.00	4,762.50
ED Locations-Workers/Location Rental/Supplies	19,375.00	4,876.57
Central-Workers/Location Rental/Supplies	3,280.00	234.29
Publications of Notice of Election & L&A	1,789.00	127.79
Absentee Ballots	129.00	129.00
Rental of Election Equipment	2,786.66	2,786.66
ES&S Invoices	12,474.00	891.00
Equipment Delivery	5,000.00	357.14

SUBTOTAL      14,164.96

10% ADMINISTRATIVE FEE      1,416.50

**TOTAL      15,581.45**

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF WINONA  
FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this 17<sup>th</sup> day of December, 2024, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Winona with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT**.



## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancellation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. VOTING UNIT'S DUTIES

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as

possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

- This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.
- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and



3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that COUNTY'S and VOTING UNIT'S participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the VOTING UNIT'S duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by VOTING UNIT without the prior written consent of COUNTY by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

##### **SMITH COUNTY**

c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

##### **CITY OF WINONA**

c/o Deana Powell, City Secretary  
PO BOX 129  
Winona, TX 75792

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of VOTING UNIT'S elections are canceled, the remaining VOTING UNITS shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling VOTING UNIT shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and City of Winona have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF WINONA CITY COUNCIL IN A MEETING on the  
17<sup>th</sup> day of December, 2024 and executed by RACHEL MORENO, Mayor,  
as the authorized representative of CITY OF WINONA.

CITY OF WINONA

BY:   
RACHEL MORENO, MAYOR

ATTEST:  
BY:   
DEANA POWELL, CITY SECRETARY

APPROVED:

BY: \_\_\_\_\_, CITY ATTORNEY

# ESTIMATE

To: Deana Powell  
 City of Winona  
 PO Box 129  
 Winona, TX 75792



Smith County

Elections  
 Administration

302 E Ferguson Street  
 Tyler, TX 75702  
 Phone 903-590-4777  
 Fax 903-590-4778  
 scelections@smith-  
 county.com

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
------------	----------	---------------	----------

May 3, 2025 Election      30 day

DESCRIPTION	TOTAL COST	WINONA COST
EV Locations-Workers/Location Rental/Supplies	33,653.00	1,724.64
ED Locations-Workers/Location Rental/Supplies	19,375.00	451.88
Central-Workers/Location Rental/Supplies	3,280.00	234.29
Publications of Notice of Election & L&A	1,789.00	127.79
Absentee Ballots	17.20	17.20
Rental of Election Equipment	2,786.66	2,786.66
ES&S Invoices	12,474.00	891.00
Equipment Delivery	5,000.00	357.14
	<b>SUBTOTAL</b>	<b>6,590.60</b>
	<b>10% ADMINISTRATIVE FEE</b>	<b>659.06</b>
	<b>TOTAL</b>	<b>7,249.66</b>



**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND WINONA  
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and Winona Independent School District with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

**WHEREAS, VOTING UNIT** is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

**WHEREAS, COUNTY** has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

**WHEREAS, COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

**WHEREAS, VOTING UNIT** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

**PURPOSE**

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a trustee election and any special election herein described for **VOTING UNIT**.

## **TERMS, RIGHTS AND DUTIES**

### **I. COUNTY'S DUTIES**

**COUNTY** shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8<sup>th</sup>) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

## II. **VOTING UNIT'S DUTIES**

**VOTING UNIT** shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88<sup>th</sup> day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52<sup>nd</sup> day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as

possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

### **III. CONSIDERATION**

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/3/2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
  - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.



This cost includes the poll workers, the supplies, and the rental fee (if any). If "VOTING UNIT 1" shares a ballot with "VOTING UNIT 3" then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
  - c. **Absentee Ballots:** The ballot set up fee will be split evenly by all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
  - d. **Equipment Rental:** A rental fee of \$2,786.66, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 189 ExpressVotes, 38 DS200s, 64 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
  - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

#### **IV. TERM**

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/3/2025** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

#### **V. INDEMNIFICATION**

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **VIII. MODIFICATION**

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/3/2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

#### **IX. NON-ASSIGNMENT OF RIGHTS**

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

#### **X. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

#### **XI. NOTICES**

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

**SMITH COUNTY**  
c/o Neal Franklin, County Judge  
200 E. Ferguson St. 1<sup>st</sup> floor  
Tyler, TX 75702

**WINONA INDEPENDENT SCHOOL DISTRICT**  
c/o Damenion Miller, Superintendent  
611 Wildcat Drive  
Winona, TX 75792

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

#### **XII. CANCELLATIONS**

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

**IN WITNESS WHEREOF**, Smith County and Winona Independent School District have caused this agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

\_\_\_\_\_  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.





9

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/19/2025	<b>Submitted by:</b> Larry Smith
<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> Sheriff's Office
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Accountant/Bookkeeper	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the Sheriff's Office Bookkeeper, one time exception request to increase pay by \$3,995 based upon level of experience.	
<b>Background:</b> This is a non-sworn position with the duties of handling inmate trust fund accounts, collecting and depositing of currency taken during intake process. Responsible for reviewing surety bond report to ensure they balance etc.	
<b>Financial and Operational Impact:</b> Accountant/Bookkeeper 1(0-1) w/Bachelors \$45,427 Accountant/Bookkeeper 1(1-5) w/Bachelors \$49,382  Impact is \$3,995	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Sheriff Larry Smith	<b>Email:</b> lsmith@smith-county.com
<b>Name:</b> Chief Gary Pinkerton	<b>Email:</b> gpinkerton@smith-county.com
<b>Name:</b> Lt. Robert Strckland	<b>Email:</b> rstrickland@smith-county.com
<b>Name:</b>	<b>Email:</b>

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

**10**





1-25  
**COMMISSIONERS COURT  
MINUTES  
January 7, 2025**

On Tuesday, January 7, 2025, 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 AM**

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	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**

Pastor Park Robertson

**V. PUBLIC COMMENT**

**OPEN SESSION: 9:30 AM**

***COURT ORDERS***

**COMMISSIONERS COURT**

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Ralph Caraway, Sr. – Precinct 4 to designate commissioners to serve as primary point of contact for specific departments under the control or oversight of the Commissioners Court.

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



## **SHERIFF'S OFFICE**

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a contract with Magnet Forensics for the East Texas Anti-Gang Center (TAG) and approve a Discretionary Exemption pursuant to Texas Local Government Code 262.04(a)(2)(7) and authorize the county judge to sign all necessary documentation.  
*Passed 5-0; Abstain: (None); Absent: (None).*

## **RECURRING BUSINESS**

### **ROAD AND BRIDGE**

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the:
  - a. Final Plat of the Taylor Addition, First Amendment, Precinct 3; and
  - b. Re-Plat of the Emerald Bay Lake Subdivision, Unit 1B, Precinct 1*Passed 5-0; Abstain: (None); Absent: (None).*
4. Receive pipe and/or utility line installation request (notice only):
  - a. County Road 384, City of Winona, install gas line for service, Precinct 1;
  - b. County Road 192, Oncor Electric Delivery, install a power pole and switch, Precinct 1;
  - c. County Road 393 and 384, Charter-Spectrum, install underground fiber optic cable with vaults and pedestals, Precinct 3; and
  - d. County Road 235 Jackson Water Supply Corporation, install line for service, Precinct 3.

*No Action Necessary.*

### **AUDITOR'S OFFICE**

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – 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).*

## **SHERIFF'S OFFICE**

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

## **ADJOURN: 9:50 AM**

Meeting adjourned by County Judge Neal Franklin.

Date: 2/19/25

Approved: *Neal Franklin*  
County Judge Neal Franklin

The State of Texas §  
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 January 7, 2025.

*Karen Phillips*  
KAREN PHILLIPS, County Clerk  
Clerk of Commissioners Court  
Smith County, Texas

2-19-25  
Date





2-25  
**COMMISSIONERS COURT  
MINUTES  
January 14, 2025**

On Tuesday, January 14, 2025, 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 Christina Drewry	Absent
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	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 John Moore

**V. PUBLIC COMMENT**

Bob Brewer #5, David Zillmer #7

**OPEN SESSION: 9:30 AM**

***RESOLUTIONS***

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming January 18, 2025, as “Alpha Kappa Alpha Sorority, Inc. Founders’ Day” in Smith County.  
*Passed 4-0; Abstain: (None); Absent: (1).*

## ***COURT ORDERS***

### **COMMISSIONERS COURT**

2. Motion made by County Judge Neal Franklin and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to make an appointment to the City of Lindale Reinvestment Zone #3 Board for a two-year term from January 1, 2025, to December 31, 2026, and authorize the county judge to sign all necessary documentation.  
Commissioner J Scott Herod – Precinct 3 appointed  
*Passed 4-0; Abstain: (None); Absent: (1).*
3. Motion made by County Judge Neal Franklin and seconded by Commissioner John Moore - Precinct 2 to make an appointment to the Tyler Metropolitan Planning Organization Policy Committee and authorize the county judge to sign all related documentation.  
Commissioner Christina Drewry – Precinct 1 appointed  
*Passed 4-0; Abstain: (None); Absent (1).*
4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod - Precinct 3 to reappoint representatives to the Andrews Center Board of Directors Position #1 and Position #2 for a two-year term ending October 31, 2026, and authorize the county judge to sign all related documentation.  
Position #1 – Brittney Nichols reappointed  
Position #2 – Keith Youngblood reappointed  
*Passed 4-0; Abstain: (None); Absent (1).*

### **FIRE MARSHAL/EMERGENCY MANAGEMENT**

5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the Purchasing Department to advertise, solicit and receive sealed proposals for RFP-15-25 Smith County Multi-Jurisdictional Mitigation Action Plan.  
*Passed 4-0; Abstain: (None); Absent: (1).*

### **SHERIFF'S OFFICE**

6. Receive the 2024 Smith County Sheriff's Office Racial Profiling Report in accordance with Texas Code of Criminal Procedure, Chapter 2B.  
*No Action Necessary.*

## ***RECURRING BUSINESS***

### **COMMISSIONERS COURT**

7. Receive monthly reports from Smith County departments.  
*No Action Necessary.*

## ROAD AND BRIDGE

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:
- a. Re-Plat, East Shore Estates, Unit 7, Precinct 2;
  - b. Re-Plat, Emerald Bay Lake Subdivision, Unit 1B, Precinct 1; and
  - c. Final Plat, Adoni Acres, Precinct 3.
- Passed 4-0; Abstain: (None); Absent: (1).*

9. Receive pipe and/or utility line installation request (notice only):
- a. County Road 1346, Lawley Contracting LLC, road bore for aerial fiber optic cable, Precinct 4;
  - b. County Road 4122, Oncor Electric LLC, upgrade utility pole and lines,
  - c. County Road 122, Frontier Communications, road bore for buried fiber optic cable with pedestals and vaults, Precinct 1;
  - d. County Road 2187, 2188, 2193, 2324, 2328, 2277, Frontier Communications, road bore for buried fiber optic cable with pedestals and vaults, Precinct 2;
  - e. County Road 2171, 2319, 2317, 2172, 2330, road bore for buried fiber optic cable with pedestals and vaults, Precinct 2;
  - f. County Road 137, 314, 1333, 1272, Frontier Communications, road bore for buried fiber optic cable with pedestals and vaults, Precinct 1; and
  - g. County Road 1298, 1246, road bore for buried fiber optic cable with pedestals and vaults, Precinct 1.

*No Action Necessary.*

## AUDITOR'S OFFICE

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
- Passed 4-0; Abstain: (None); Absent: (1).*

*Commissioners Court recessed Open Session at 9:51AM and went into Executive Session.*

**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

11. Deliberation and consultation with attorney regarding Hughes et al v. Smith County, Cause No. 6:23-CV-00344.

*Commissioners Court closed Executive Session at 11:01 AM and reconvened Open Session.*



**ADJOURN: 11:02 AM**


Meeting adjourned by County Judge Neal Franklin.

Date: 2/19/25

Approved:   
County Judge Neal Franklin

**The State of Texas §**  
**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 January 14, 2025.

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

2-19-25  
Date





3-25  
**COMMISSIONERS COURT  
MINUTES  
January 21, 2025**

On Tuesday, January 21, 2025, the Honorable Commissioners Court of Smith County, Texas, met for a regular meeting 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 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Absent
Commissioner: Precinct 3 J Scott Herod	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**

**OPEN SESSION: 9:30 AM**

***PRESENTATIONS***

1. Receive the Distinguished Budget Presentation Award from the Government Finance Officers Association.  
*No Action Necessary*
2. Receive delinquent tax collection report and presentation from the Linebarger law firm.  
*No Action Necessary.*

3. Receive presentation and update regarding the Smith County Courthouse and Parking Garage Construction project.

*No action necessary.*

## **COURT ORDERS**

### **COMMISSIONERS COURT**

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution supporting the efforts of the Tyler Area Chamber of Commerce to have the State of Texas name a portion of U.S. Highway 69 as Veterans Memorial Highway.

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

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod - Precinct 3 to approve a reconciliation change order and authorize the final payment and acceptance of the Parking Garage (Phase 1 of the voter approved Courthouse Bond package) and authorize the county judge to sign all related documentation.

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

6. Motion made by County Judge Neal Franklin – and seconded by Commissioner Ralph Caraway, Sr.- Precinct 4 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.

Position #8 – John Shoemaker reappointed

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

7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 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.

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

8. Motion made by Commissioner J Scott Herod– Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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.

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

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 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.

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

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.

*No action necessary.*

### **INFORMATION TECHNOLOGY**

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner – J Scott Herod Precinct 3 to approve an agreement between Smith County and CSG Holdings, LLC on behalf of Cequel Communications, LLC DBA Optimum/Optimum Business and authorize the county judge to sign all related documentation.

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

### **COUNTY CLERK**

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 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 documentation.

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

### **RECURRING BUSINESS**

#### **COUNTY CLERK**

13. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to accept Commissioners Court minutes for December 2024.

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

14. Receive Commissioners Court recordings for December 2024.

*No Action Necessary.*

#### **ROAD AND BRIDGE**

15. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 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.

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

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, 22853, 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.

*No action necessary.*

#### **AUDITOR'S OFFICE**

17. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to accept monthly Auditor/Treasurer Report and Executive Summary for December 2024.

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

18. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims

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

#### **ADJOURN: 11:32AM**

Meeting adjourned by County Judge Neal Franklin.

Date: 2/19/25

Approved:   
County Judge Neal Franklin



The State of Texas §  
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 January 21, 2025.

*Karen Phillips*

KAREN PHILLIPS, County Clerk  
Clerk of Commissioner's Court  
Smith County, Texas

*2-19-25*

Date





4-25  
**COMMISSIONERS COURT  
MINUTES  
January 28, 2025**

On Tuesday, January 28, 2025, 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:**

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	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**

Pastor Bedford Holmes

**V. PUBLIC COMMENT**

**OPEN SESSION: 9:30 AM**

***PRESENTATIONS***

1. Presentation of employee recognition, longevity certificates, and service pins.  
*No Action Necessary*

***RESOLUTIONS***

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to ratify a resolution proclaiming January 24, 2025, as "Coach C.L. Nix Hall of Fame Day" in Smith County.  
*Passed 5-0; Abstain: (None); Absent: (None).*

## **COURT ORDERS**

### **COMMISSIONERS COURT**

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to appoint the Commissioners Court representative to the Smith County Bail Bond Board in accordance with Texas Occupations Code, § 1704.053(3) and authorize the county judge to sign all related documentation.  
Commissioner J Scott Herod – Precinct 3 appointed  
*Passed 5-0; Abstain: (None); Absent: (None).*
4. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to appoint the Smith County representative to the East Texas Council of Governments (ETCOG) Board of Directors and authorize the county judge to sign all related documentation.  
Commissioner Christina Drewry – Precinct 1 appointed  
*Passed 5-0; Abstain: (None); Absent: (None).*
5. Motion made by County Judge Neal Franklin and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to appoint a chairperson to the Smith County Historical Commission and authorize the county judge to sign all related documentation.  
Conor Herterich appointed  
*Passed 5-0; Abstain: (None); Absent: (None).*
6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve a Shared Agency Agreement and 3rd Party Data Access Agreement between Smith County and Smith County Emergency Services District #2 for Motorola Solutions access and authorize the county judge to sign all related documentation.  
*Passed 5-0; Abstain: (None); Absent: (None).*
7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to receive a donation of nine LIFEPAK CR2 AEDs (Automated External Defibrillator) and accompanying wall cabinets and hardware from UT Health East Texas EMS.  
*Passed 5-0; Abstain: (None); Absent: (None).*
8. Receive the 2024 Racial Profiling Report Exemption for Smith County Constable Precinct 2 and the Smith County Fire Marshal's Office in accordance with Texas Code of Criminal Procedure, Chapter 2B.  
*No action necessary.*

### **FIRE MARSHAL**

9. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept the Prosperity Bank donation to help with the cost of a new Firepup suit for fire prevention in the amount of \$500 and allow the county judge to sign all related documentation.  
*Passed 5-0; Abstain: (None); Absent: (None).*

## **321<sup>ST</sup> DISTRICT COURT**

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve contract with Carey Christie for legal services for indigent criminal defendants for the 321st District Court, pursuant to Texas Family Code, Chapter 107, Subchapter A, and authorize the county judge to sign all related documentation.

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

### **TAX OFFICE**

11. Receive certification of continuing education completion for Smith County Tax-Assessor Collector Gary Barber pursuant to Texas Tax Code § 6.231.

*No action necessary.*

### **RECURRING BUSINESS**

#### **ROAD AND BRIDGE**

12. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the:

- a. Re-Plat for Garden Valley Meadows, Precinct 3; and
- b. Final Plat for the Cedar Vista Addition, Unit 2, Precinct 4.

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

#### **AUDITOR'S OFFICE**

13. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – 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).*

*Commissioners Court recessed Open Session at 10:15 AM and went into Executive Session.*

**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 – CONSULTATION WITH ATTORNEY**

#### **SECTION 551.072 – DELIBERATIONS ABOUT REAL PROPERTY**

14. Deliberation and consultation with attorney regarding, Oncor Electric Delivery Company NTU, LLC v. Smith County et al, Cause No. 24-3461-B.

*No Action Necessary*

15. Deliberation and consultation regarding the use, purchase, exchange, lease, or value of real property in Smith County.  
*No Action Necessary*

*Commissioners Court closed Executive Session at 11:41 AM and reconvened Open Session.*

16. Motion made by Commissioner John Moore– Precinct 2 and seconded by Commissioner Ralph Caraway, Sr.– Precinct 4 to approve a Joint Defense Agreement between Smith County and listed Co-Defendants in Cause No. 24-3461-B.  
*Passed 5-0; Abstain: (None); Absent: (None).*

**ADJOURN: 11:43AM**


Meeting adjourned by County Judge Neal Franklin

Date: 2/19/25

Approved:   
County Judge Neal Franklin

**The State of Texas §**  
**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 January 28, 2025.

  
KAREN PHILLIPS, County Clerk  
Clerk of Commissioner's Court  
Smith County, Texas

2-19-25  
Date







THE FOREGOING COMMISSIONERS COURT MINUTES  
FOR THE MONTH OF JANUARY 2025 A.D. ACCEPTED  
THE 25<sup>TH</sup> DAY OF FEBRUARY 2025 A.D.

---

Neal Franklin  
County Judge

---

Christina Drewry  
Commissioner, Precinct 1

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John Moore  
Commissioner, Precinct 2

---

J Scott Herod  
Commissioner, Precinct 3

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Ralph Caraway, Sr.  
Commissioner, Precinct 4

11



**12**

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

<b>Submission Date:</b> 02/18/2025	<b>Submitted by:</b> KAREN NELSON
------------------------------------	-----------------------------------

<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> ROAD & BRIDGE
---------------------------------	----------------------------------

**Item Requested is:**     For Action/Consideration     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. Re-Plat for Beaver's Den, Lots 1 - 4, Precinct 3 and  
b. L&R 2020 Subdivision, Precinct

**Background:**

**Financial and Operational Impact:**

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

**Does Document Require Signature?** Yes  No

**Return Signed Documents to the following:**

<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

SUBMIT

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





Subdivision Name: Replat of Lots 1-4, Beaver's Den

Adjacent Road: FM 757

Developer: Jonathan Moore Phone: 214-549-3424

email: JMoore@avantsearches.com Fax: \_\_\_\_\_

Surveyor: WWT Surveying Phone: 903-534-9000

email: Bicky@WWTsurvey.com Fax: \_\_\_\_\_

Roadway Length: \_\_\_\_\_ 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)	2-7-25 SB		
	Plat Fee	\$25 ✓ 2-7-25 SB	\$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	2-7-25 SB		
	Designated Rep. (Pledger) Clearance Letter	See notes below 2-7-25 SB		
	Tax Certificate	2-7-25 SB		
	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: L & R 2020 Subdivision  
 Adjacent Road: County Road 233  
 Developer: L & R 2020 LLC Phone: \_\_\_\_\_  
 email: lagonfoster32@gmail.com Fax: \_\_\_\_\_  
 Surveyor: Canyon Land Survey Phone: 903-721-3035  
 email: Canyonhamilton@live.com Fax: \_\_\_\_\_

Roadway Length: \_\_\_\_\_ 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)		✓ 2-18-25 SB	
	Plat Fee	\$25	\$100 ✓ 2-18-25 SB	\$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		✓ 2-18-25 SB	
	Designated Rep. (Pledger) Clearance Letter	See notes below	✓ 2-18-25 SB	
	Tax Certificate		✓ 2-18-25 SB	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
	At Completion of Construction	Final Inspection	Not Required	Not Required
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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

**13**

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

<b>Submission Date:</b> 02/18/2025	<b>Submitted by:</b> Karen Nelson
<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> Road & Bridge
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Utility Permit	
<b>Agenda Category:</b> <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive pipe and/or utility line installation request (notice only): *see attachment for list of permits	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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

- a. County Road 411, MetroNET, install aerial fiber optic cable, Precinct 3,
- b. County Road 431, 4137, 4200, MetroNET, install aerial fiber optic cable, Precinct 3,
- c. County Road 461, 431, 492, 4196, MetroNET, install aerial fiber optic cable, Precinct 4,
- d. County Road 378, 384, 385, Charter-Spectrum, install underground fiber optic cable with pedestals, vaults and road bores, Precinct 4,
- e. County Road 246N, 3101, 3120, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 3,
- f. County Road 236, 327, 239, 370, 373, Charter-Spectrum, install underground fiber optic cable with pedestal, vaults and road bores, Precinct 3,
- g. County Road 294, Jackson Water Supply Corporation, install line for service, Precinct 2; and
- h. County Road 223, Jackson Water Supply Corporation, install line for service, Precinct 2





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

1. Applicant: MetroNET Date: 2/04/2025  
Company Name (if different): MetroNET Phone: 812-916-1462  
Address: 3701 Communications Way, Fax: \_\_\_\_\_  
Evansville, IN 47715 Zip: 79407  
24/7 Contact Name: Shannon Brown Phone: 812-204-2588  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): \_\_\_\_\_ Location of propose work is shown on the atch plans and details.  
(LNDL01.RNG\_SMITH COUNTY\_D)

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: \_\_\_\_\_  
TCP to be used are including in the drawings.

7. Proposed start date: 3/3/2025 Completion date: 3/3/2026

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

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

Specific instructions and conditions are as follows:

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



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: Joshua Garr

Date: 2/4/2025

Approved: Frank [Signature] 2/10/25  
Smith County Road Administrator/Engineer

COUNTY RD 411  
LNDL.01.RNG \_SMITH COUNTY\_D



ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!  
1-800-545-6005



AREA MAP

SMITH COUNTY  
PERMIT  
DRAWINGS

DATE: 2/4/2025

INSTALL AERIAL FIBER  
OPTICS CABLE

CR 411

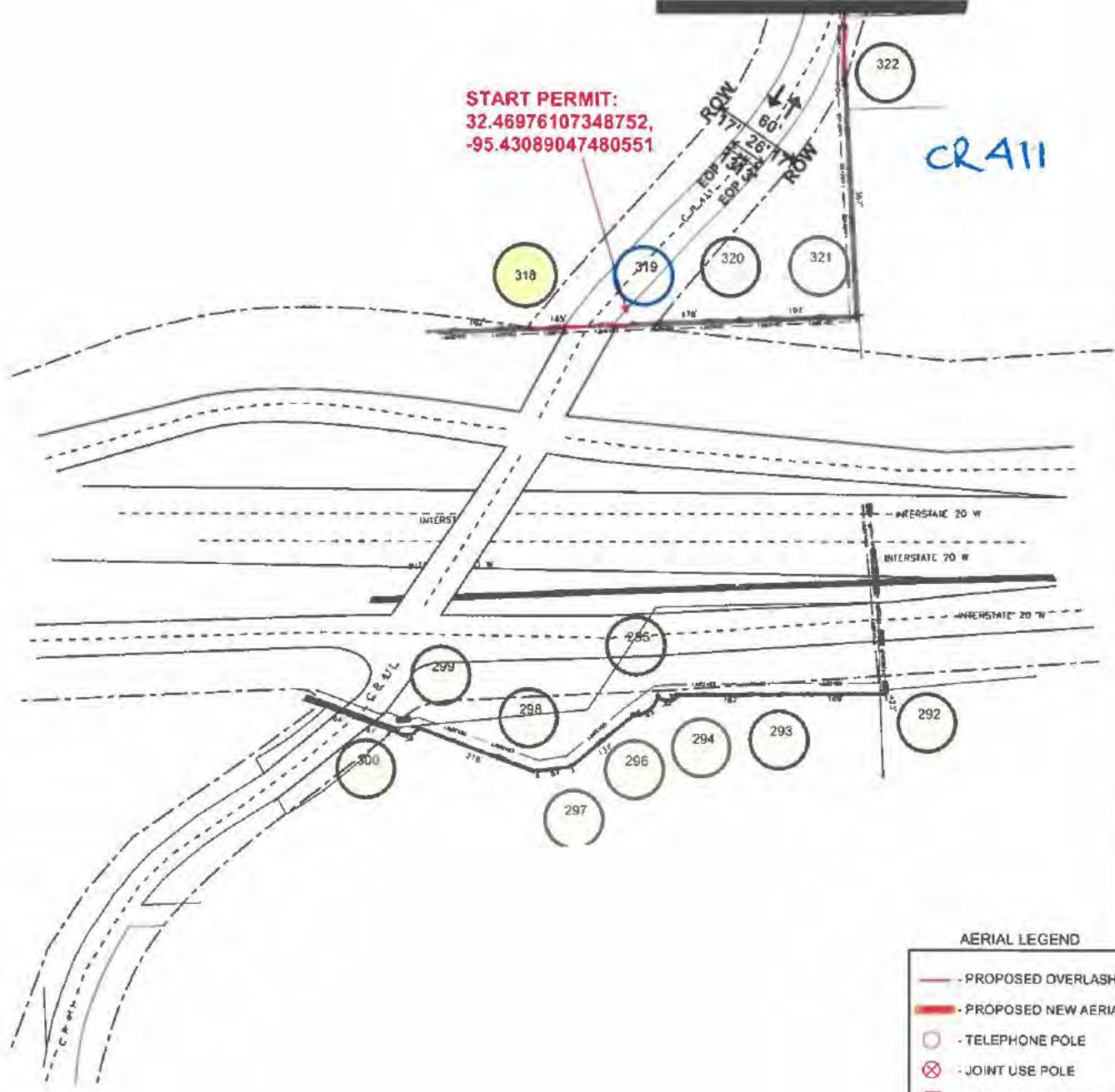
VEXUS



### Matchline A

**START PERMIT:**  
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CR 411



#### AERIAL LEGEND

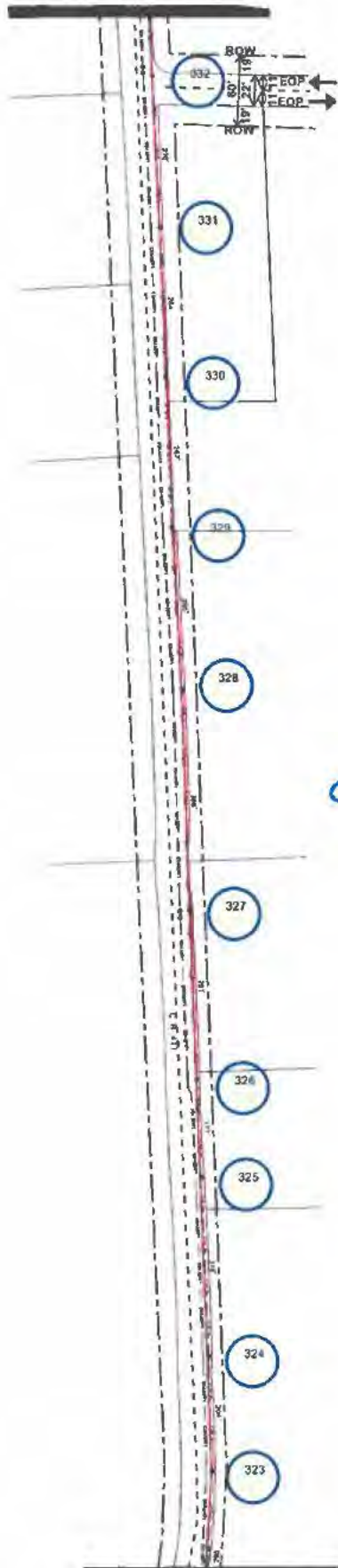
- - PROPOSED OVERLASH
- - PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊗ - JOINT USE POLE W/ TRANSFORMER
- × - POWER POLE
- Ⓢ - STEEL POLE
- Ⓢ - CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



# Match Line B



CR 411



### AERIAL LEGEND

- - PROPOSED OVERLASH
- ▬ - PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊗ - JOINT USE POLE W/ TRANSFORMER
- ⊗ - POWER POLE
- Ⓢ - STEEL POLE
- Ⓢ - CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION

# Match Line A







Match Line C



Match Line B

AERIAL LEGEND

-  - PROPOSED OVERLASH
-  - PROPOSED NEW AERIAL
-  - TELEPHONE POLE
-  - JOINT USE POLE
-  - JOINT USE POLE W/ TRANSFORMER
-  - POWER POLE
-  - STEEL POLE
-  - CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION





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: MetroNET Date: 2/04/2025  
Company Name (if different): MetroNET Phone: 812-916-1462  
Address: 3701 Communications Way, Fax: \_\_\_\_\_  
Evansville, IN 47715 Zip: 79407  
24/7 Contact Name: Shannon Brown Phone: 812-204-2588  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): Location of propose work is shown on the attech plans and details.  
(LNDL.D1.RNG\_SMITH COUNTY\_B)

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: \_\_\_\_\_  
TCP to be used are including in the drawings.

7. Proposed start date: 3/3/2025 Completion date: 3/3/2026

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 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: Joshua Carr

Date: 2/4/2025

Approved: [Signature] 2/10/25  
Smith County Road Administrator/Engineer

COUNTY RD 4200,4132,431  
LNDL.01.RNG \_SMITH COUNTY\_B



ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!  
1-800-645-6005



AREA MAP

# SMITH COUNTY PERMIT DRAWINGS

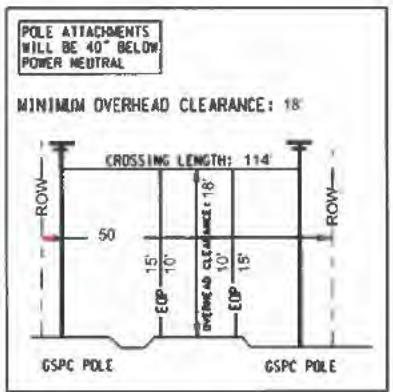
DATE: 02/04/2025

INSTALL AERIAL  
FIBER OPTICS CABLE

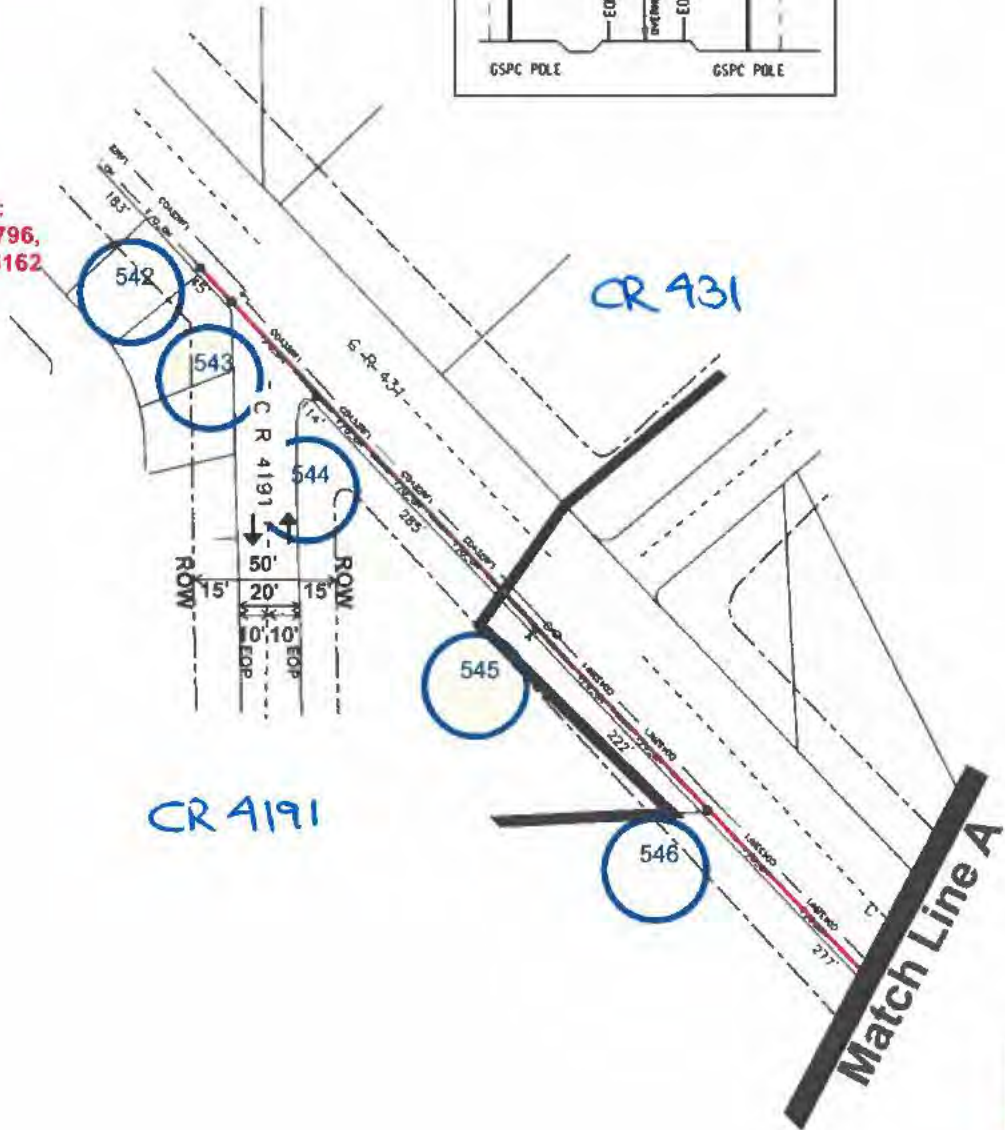
CR 131  
CR 4137  
CR 4200

SMITH COUNTY  
**VEXUS**





START PERMIT :  
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-95.39720697026162

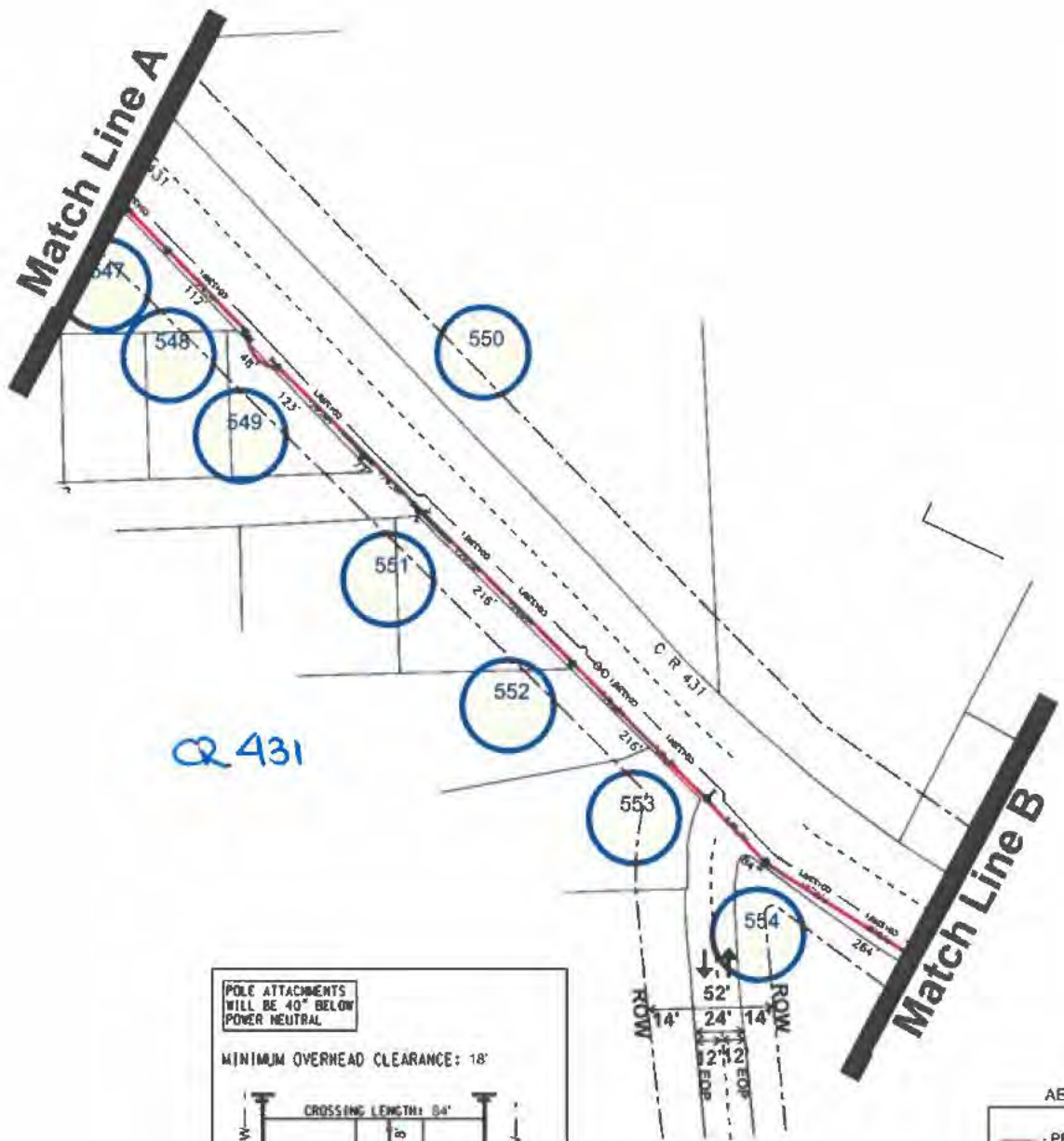


AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊠ - JOINT USE POLE W/  
TRANSFORMER
- × - POWER POLE
- ⊕ - STEEL POLE
- ⊙ - CONCRETE POLE

**VEXUS**

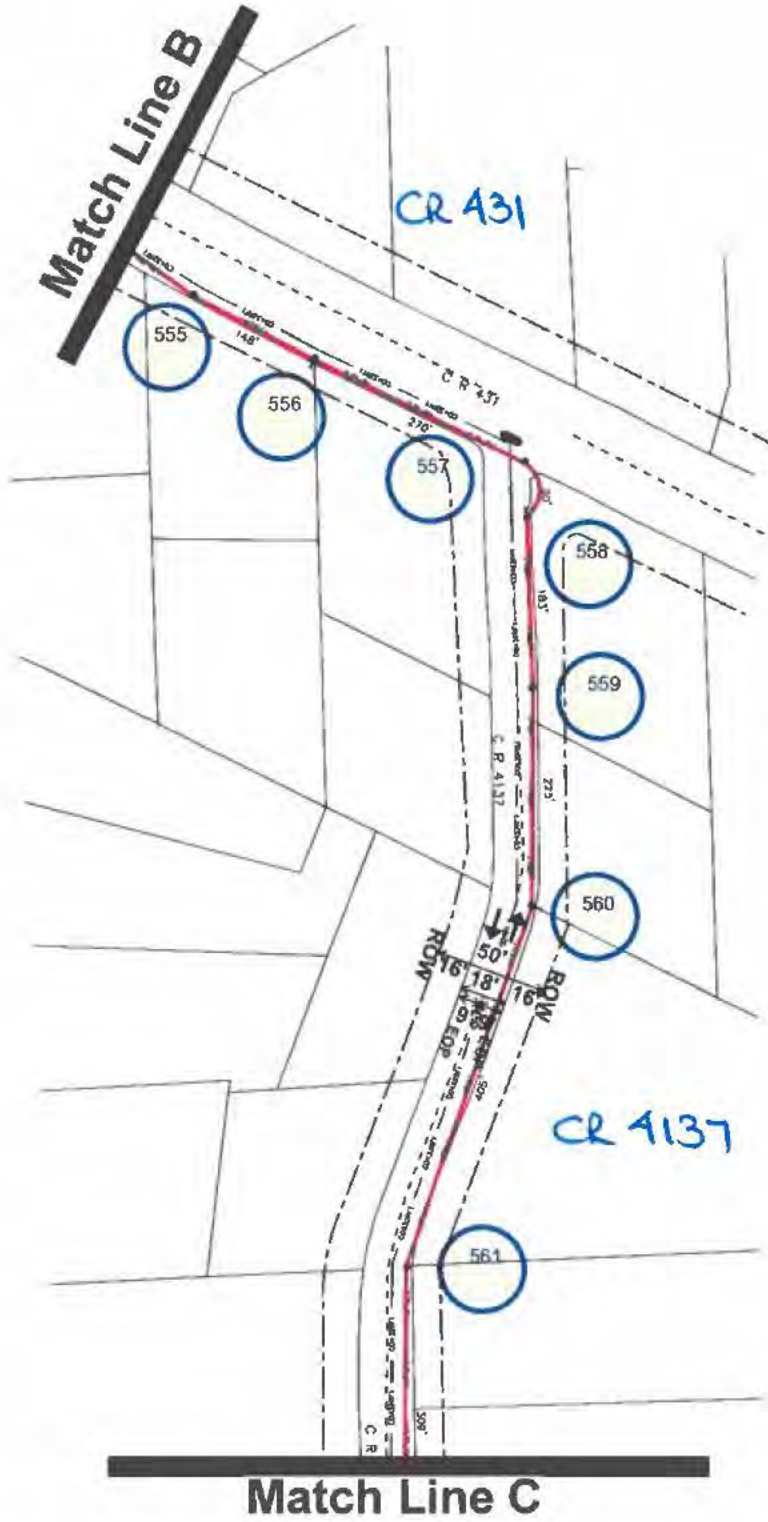
TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



- AERIAL LEGEND
- PROPOSED OVERLASH
  - PROPOSED NEW AERIAL
  - - TELEPHONE POLE
  - ⊗ - JOINT USE POLE
  - ⊗ - JOINT USE POLE W/ TRANSFORMER
  - × - POWER POLE
  - Ⓢ - STEEL POLE
  - Ⓢ - CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



- AERIAL LEGEND**
- PROPOSED OVERLASH
  - PROPOSED NEW AERIAL
  - - TELEPHONE POLE
  - ⊗ - JOINT USE POLE
  - ⊗ - JOINT USE POLE W/ TRANSFORMER
  - × - POWER POLE
  - Ⓢ - STEEL POLE
  - Ⓢ - CONCRETE POLE

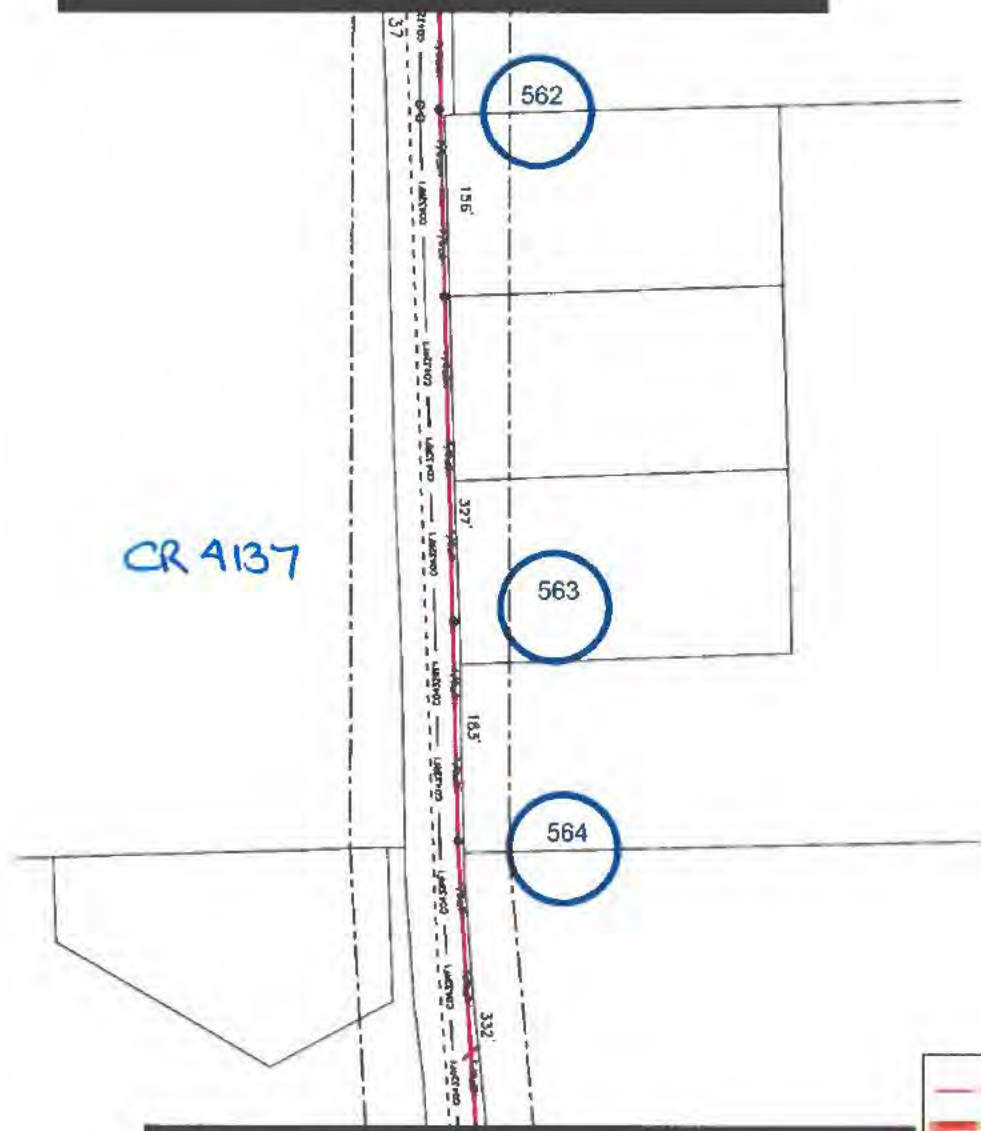
**VEXUS**

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION





### Match Line C



CR 4137

### Match Line D



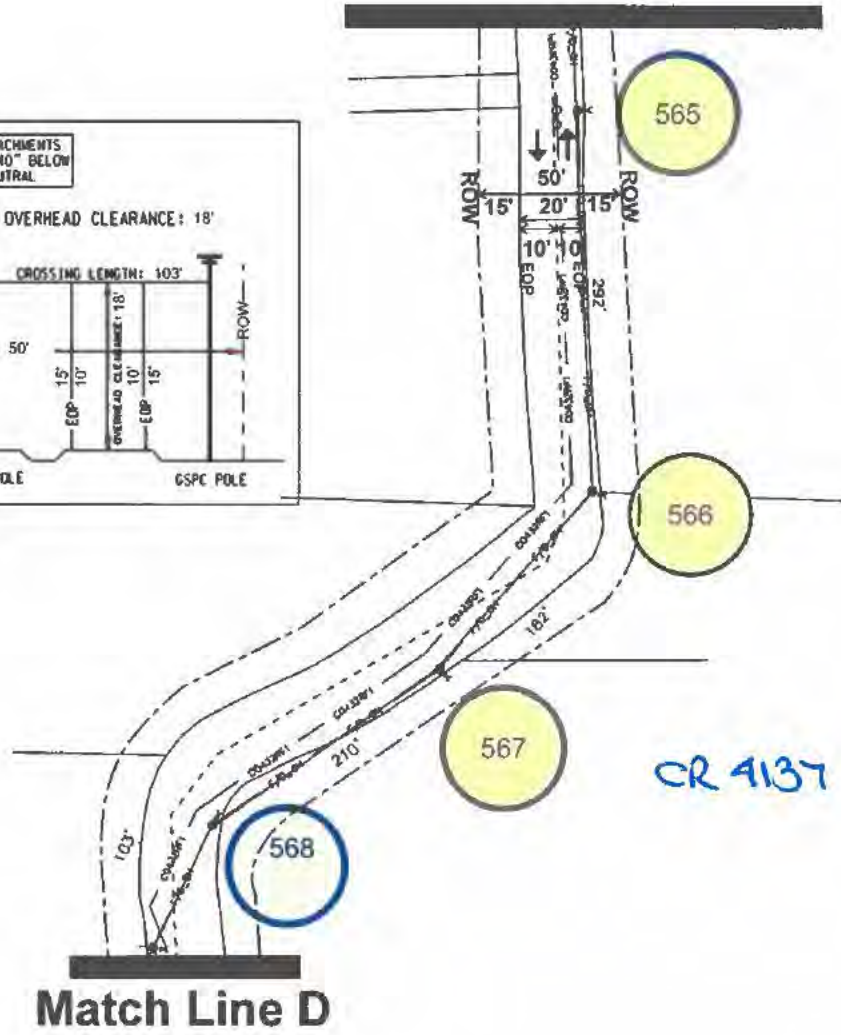
#### AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- TELEPHONE POLE
- JOINT USE POLE
- JOINT USE POLE W/ TRANSFORMER
- POWER POLE
- STEEL POLE
- CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION

### Match Line C



#### AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- TELEPHONE POLE
- JOINT USE POLE
- JOINT USE POLE W/ TRANSFORMER
- POWER POLE
- STEEL POLE
- CONCRETE POLE

VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



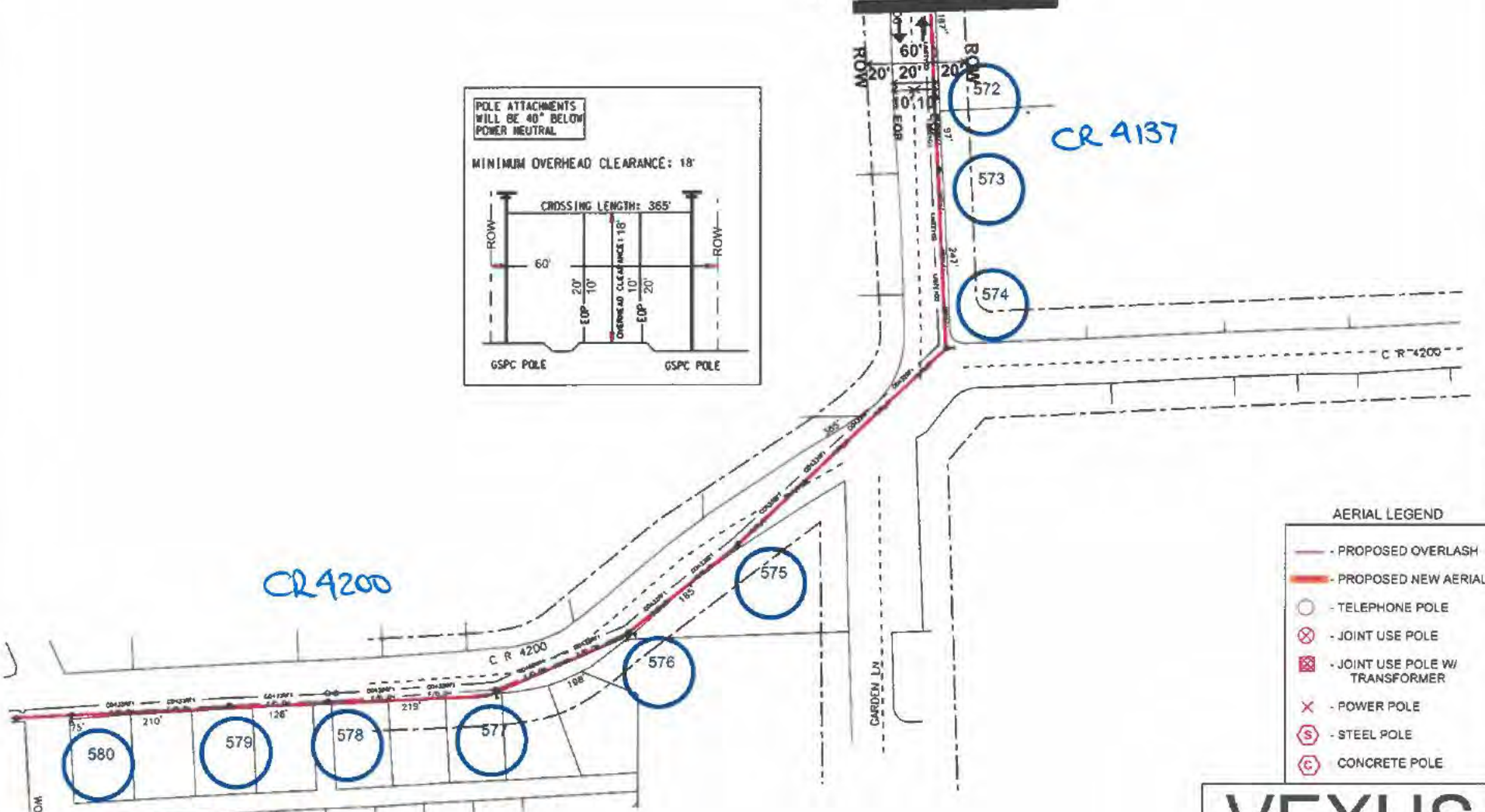


# Match Line D



CR 4137

CR 4200



- AERIAL LEGEND**
- - PROPOSED OVERLASH
  - - PROPOSED NEW AERIAL
  - - TELEPHONE POLE
  - ⊗ - JOINT USE POLE
  - ⊠ - JOINT USE POLE W/ TRANSFORMER
  - × - POWER POLE
  - ⊕ - STEEL POLE
  - ⊙ - CONCRETE POLE

WOODLANDS DR

**END PERMIT:**  
**32.49108165709019,**  
**-95.3969249595387**

**VEXUS**

TXDOT  
 SMITH COUNTY  
 PERMIT APPLICATION



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: MetroNET Date: 2/04/2025  
Company Name (if different): MetroNET Phone: 812-916-1462  
Address: 3701 Communications Way, Fax: \_\_\_\_\_  
Evansville, IN 47715 Zip: 79407  
24/7 Contact Name: Shannon Brown Phone: 812-204-2588  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Location (if applicable, length of installation in feet): \_\_\_\_\_ Location of propose work is shown on the atch plans and details.  
(LNDL.01.RNG\_SMITH COUNTY\_A)

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: \_\_\_\_\_  
TCP to be used are including in the drawings.

7. Proposed start date: 3/3/2025 Completion date: 3/3/2026

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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: Joshua Carr

Date: 2/4/2025

Approved: [Signature] 2/10/25  
Smith County Road Administrator/Engineer

COUNTY RD 461,431,4196,492  
LNDL.01.RNG \_SMITH COUNTY\_A



ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!  
1-800-545-6005



AREA MAP

SMITH COUNTY  
PERMIT  
DRAWINGS

DATE: 02/04/2025

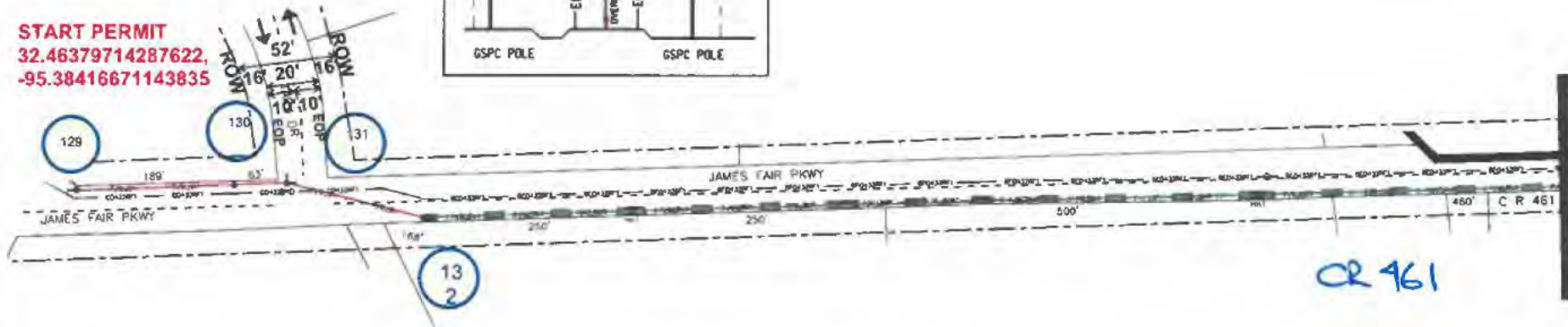
INSTALLATION OF AERIAL  
FIBER OPTICS CABLE

CR 461  
CR 431  
CR 492  
CR 4196

VEXUS



**START PERMIT**  
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**-95.38416671143835**



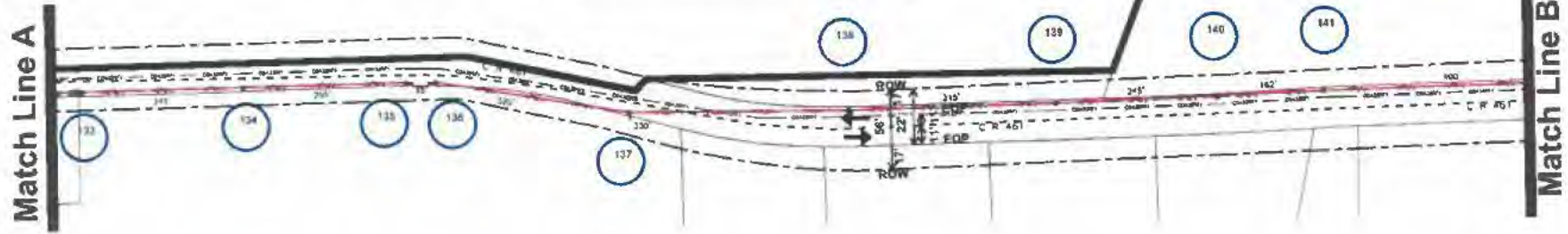
AERIAL LEGEND

- - PROPOSED OVERLASH
- ▬ - PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊠ - JOINT USE POLE W/  
TRANSFORMER
- × - POWER POLE
- Ⓢ - STEEL POLE
- Ⓢ - CONCRETE POLE

**VEXUS**

TRENT  
 SMITH COUNTY  
 PERMIT APPLICATION



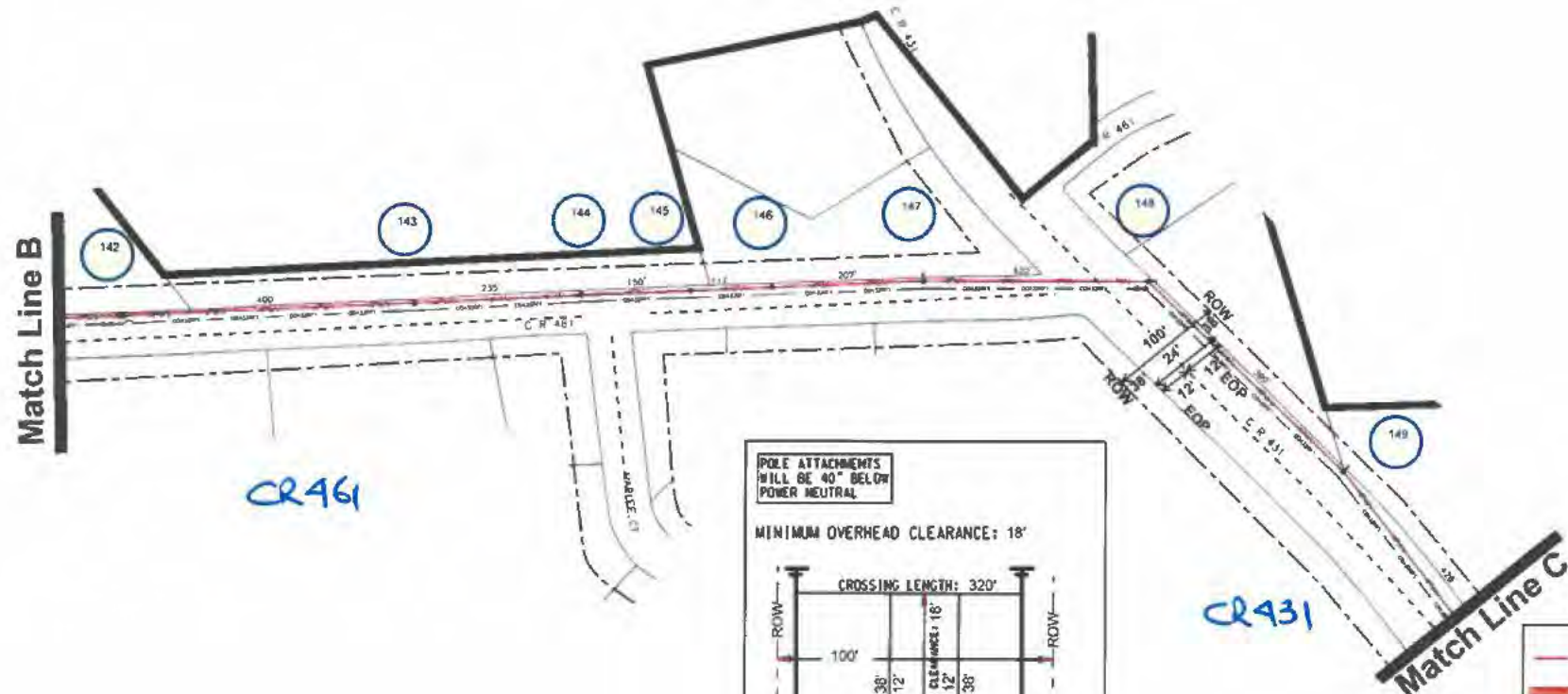


AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- TELEPHONE POLE
- JOINT USE POLE
- JOINT USE POLE W/ TRANSFORMER
- POWER POLE
- STEEL POLE
- CONCRETE POLE

**VEXUS**

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



CR461

CR431



AERIAL LEGEND

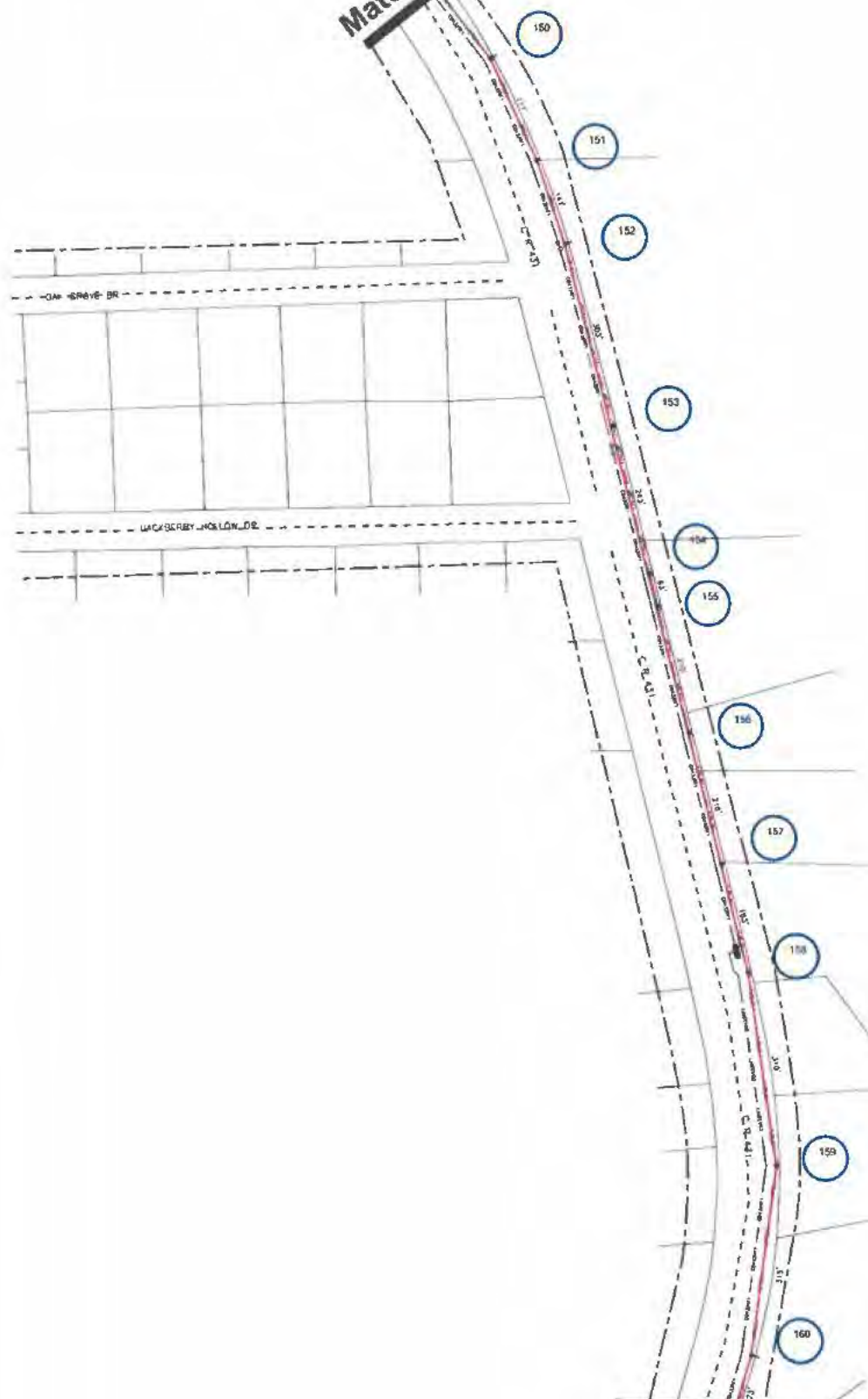
- - PROPOSED OVERLASH
- - PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊠ - JOINT USE POLE W/ TRANSFORMER
- × - POWER POLE
- ⊞ - STEEL POLE
- ⊞ - CONCRETE POLE

VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION











Match Line C



CR431

AERIAL LEGEND

-  - PROPOSED OVERLASH
-  - PROPOSED NEW AERIAL
-  - TELEPHONE POLE
-  - JOINT USE POLE
-  - JOINT USE POLE W/ TRANSFORMER
-  - POWER POLE
-  - STEEL POLE
-  - CONCRETE POLE

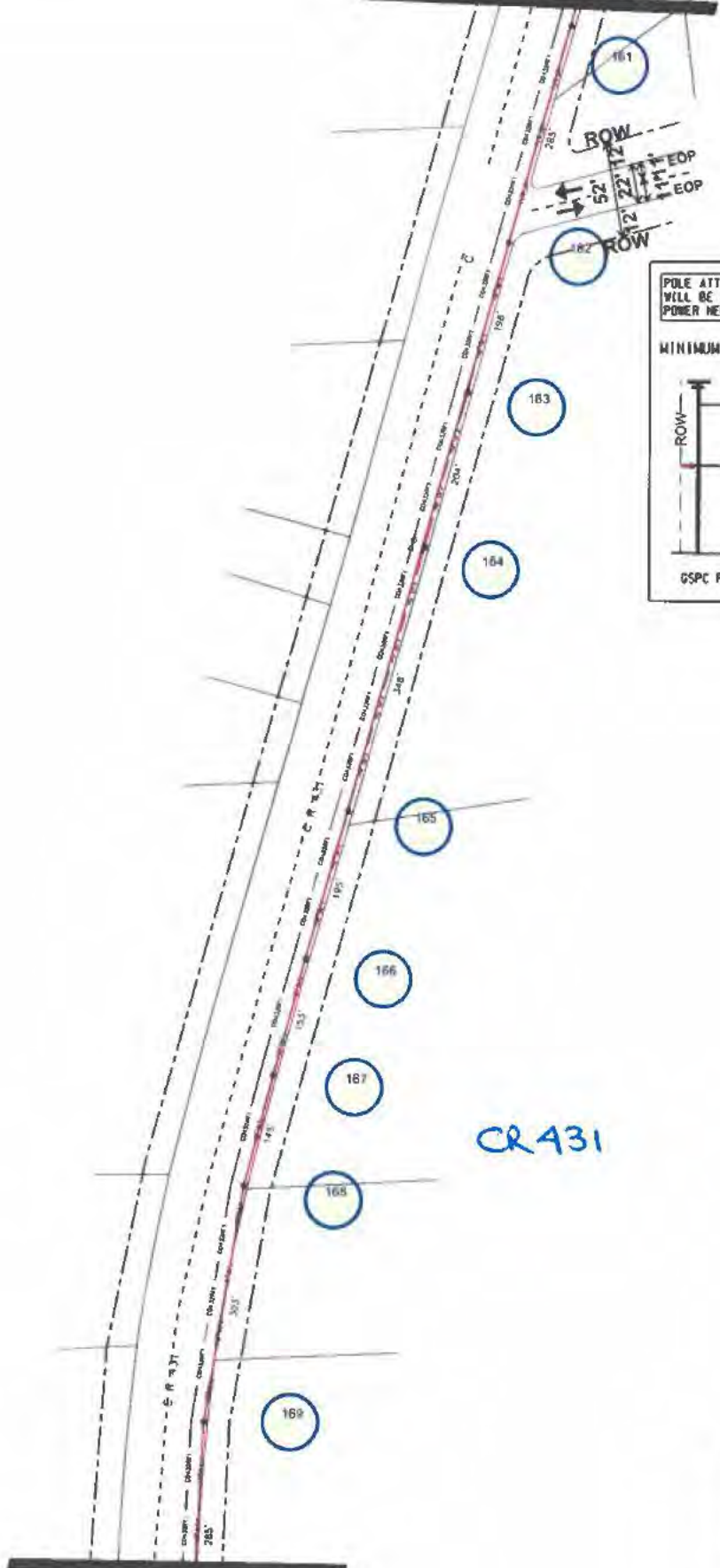
# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



Match Line D

Match Line E



CR431

AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- TELEPHONE POLE
- JOINT USE POLE
- JOINT USE POLE W/ TRANSFORMER
- POWER POLE
- STEEL POLE
- CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



Match Line E



AERIAL LEGEND

- PROPOSED OVERLASH
- ▬ PROPOSED NEW AERIAL
- TELEPHONE POLE
- ⊗ JOINT USE POLE
- ⊠ JOINT USE POLE W/ TRANSFORMER
- × POWER POLE
- ⊞ STEEL POLE
- ⊚ CONCRETE POLE

VEXUS

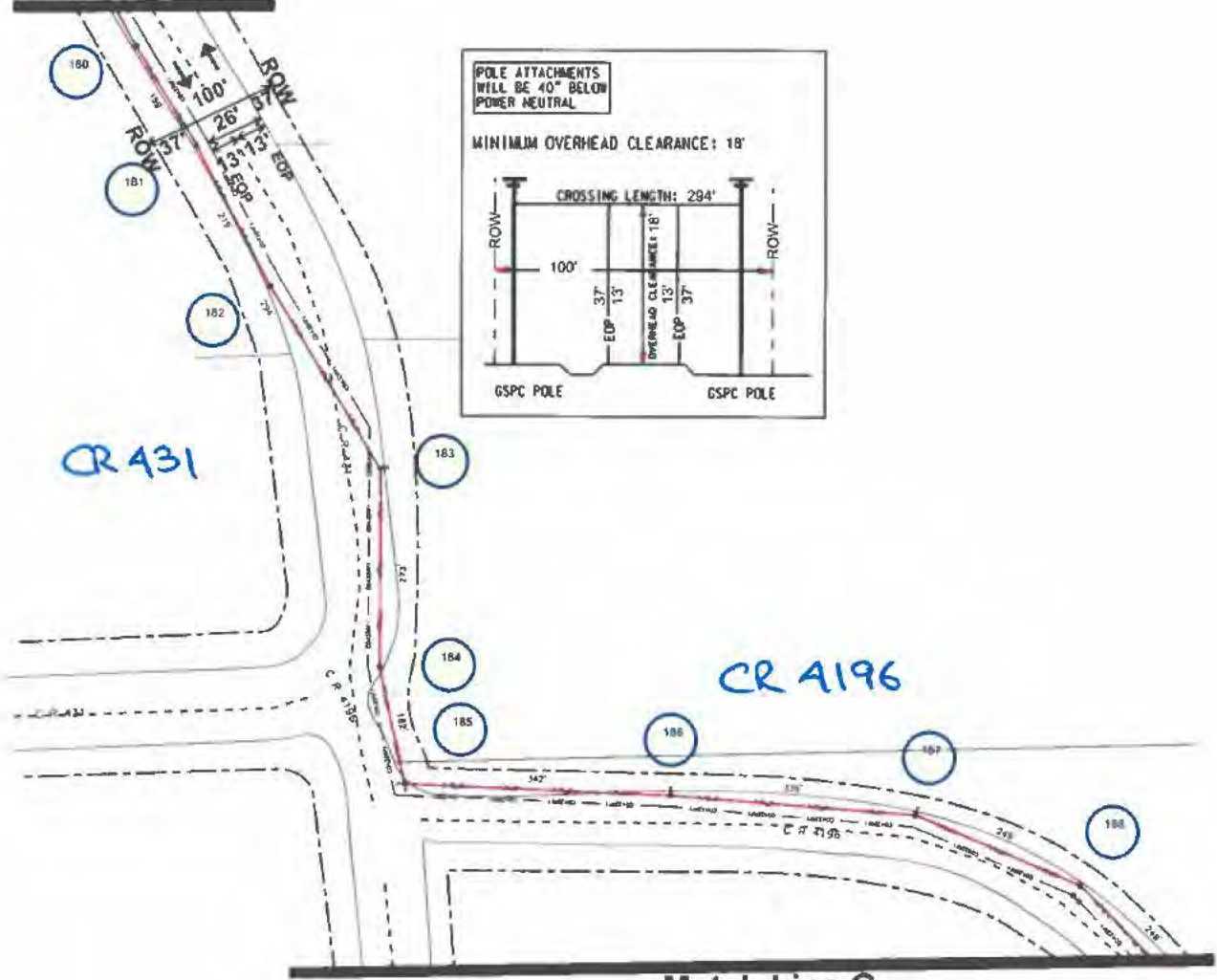
TXDOT  
SMITH COUNTY  
PERMIT APPLICATION

Match Line F





Match Line F



CR 431

CR 4196

Match Line G

AERIAL LEGEND

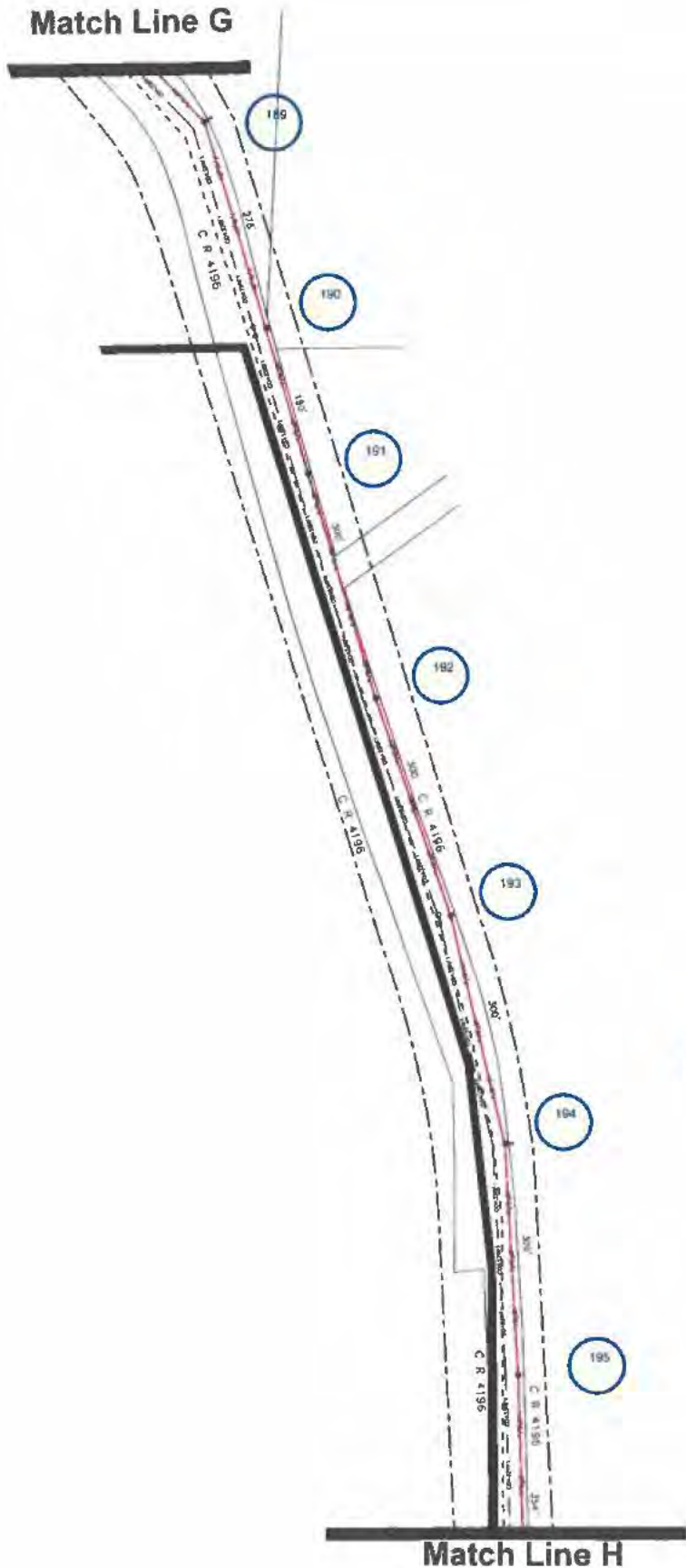
- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- TELEPHONE POLE
- ⊗ JOINT USE POLE
- ⊗ JOINT USE POLE W/  
TRANSFORMER
- × POWER POLE
- ⊕ STEEL POLE
- ⊕ CONCRETE POLE

# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION



Match Line G



CR 4196

AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊗ - JOINT USE POLE W/ TRANSFORMER
- × - POWER POLE
- Ⓢ - STEEL POLE
- Ⓒ - CONCRETE POLE

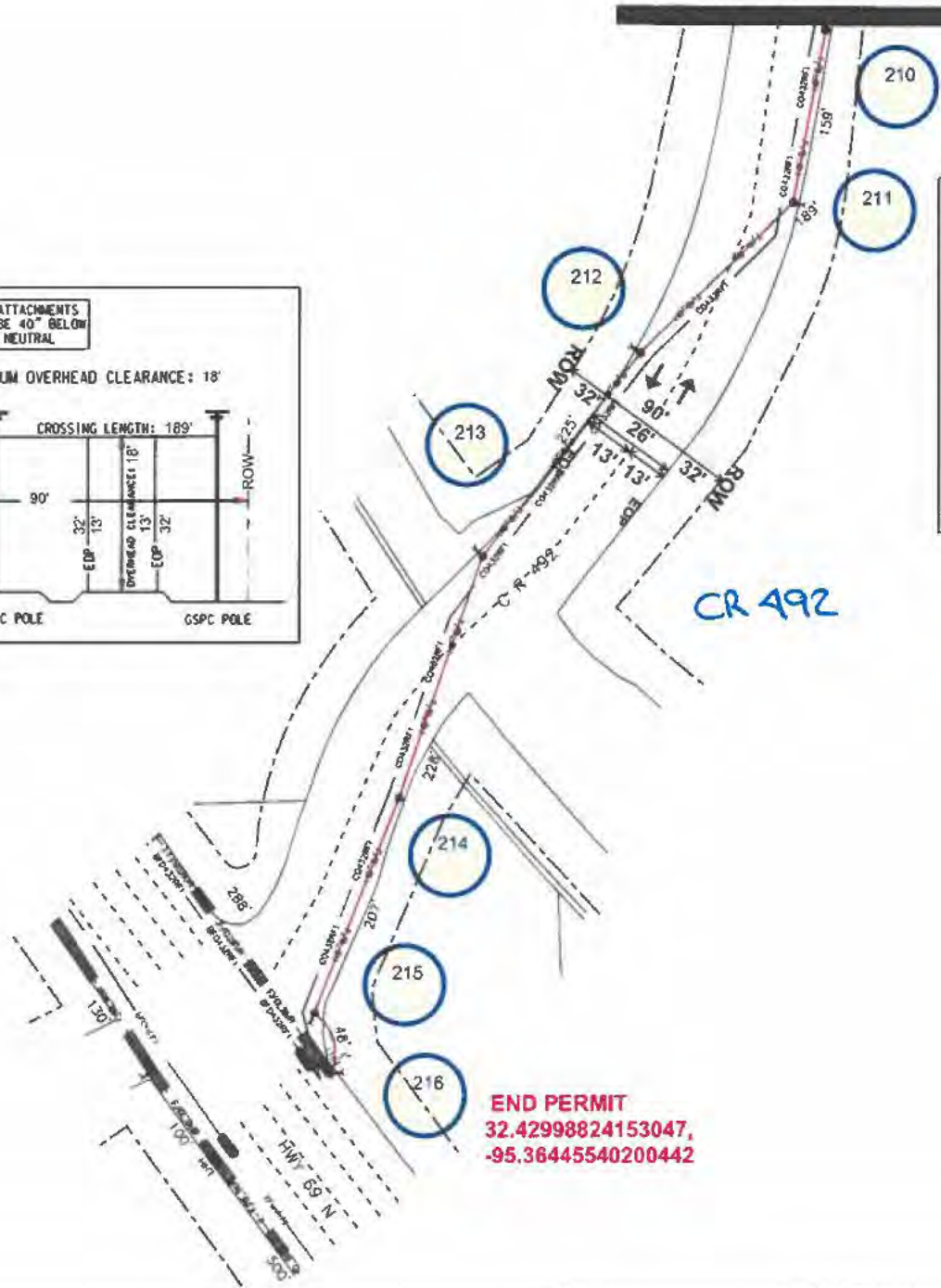
# VEXUS

TXDOT  
SMITH COUNTY  
PERMIT APPLICATION





### Match Line I



**END PERMIT**  
 32.42998824153047,  
 -95.36445540200442

#### AERIAL LEGEND

- PROPOSED OVERLASH
- PROPOSED NEW AERIAL
- - TELEPHONE POLE
- ⊗ - JOINT USE POLE
- ⊗ - JOINT USE POLE W/ TRANSFORMER
- × - POWER POLE
- ⊕ - STEEL POLE
- ⊕ - CONCRETE POLE

# VEXUS

TXDOT  
 SMITH COUNTY  
 PERMIT APPLICATION



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

1. Applicant: Charter - Spectrum Date: 01/31/2025  
 Company Name (if different): \_\_\_\_\_ Phone: 903-274-8464  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Ross Lowe Phone: \_\_\_\_\_  
 Contractor: Future Infrastructure Holdings - Jerry Ringo Phone: 214-287-0416  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Ross Lowe Phone: 214-287-0416

4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 16,428' of underground conduits w/ fiber optic cable, and approx. 18 Vaults, and approx. 27 pedestals within the ROW of CR 378, CR 384, CR 385 and Travis Dr. (CR 385)

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

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

Traffic control plans to be used are the TxDOT Traffic Operations Division Standard: \_\_\_\_\_

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 02/05/2025 Completion date: 02/05/2026

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

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

Specific instructions and conditions are as follows:

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



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: Marwah Altaie Date: 01/31/2025

Approved: [Signature]  
Smith County Road Administrator/Engineer

**SHEET INDEX:**

- 1. COVER SHEET
- 2. GENERAL NOTES
- 3-18. OSP PLAN

**PROJECT INFORMATION**

CONTACT: CHARTER-SPECTRUM  
 CONTACT: ROSS LOWE  
 .....  
 EMAIL: Ross.Lowe@charter.com

CONTACT:  
 KEN BAILEY, SR. PROJECT MANAGER  
 LJA ENGINEERING, INC  
 2150 S. CENTRAL EXPY, SUITE 300  
 MCKINNEY, TX 75070  
 KBAILEY@LJA.COM  
 214-624-2800



**RDOF\_TX\_CLUSTER\_2\_TBD\_WI59E (3993832)**

**TYLER, TX 75708  
 SMITH COUNTY  
 JANUARY 31, 2025**



**SCOPE OF WORK**  
 CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG COUNTY ROADS CR384, CR 385, CR 378, S TRAMS DR.

DESCRIPTION	UNITE	QUANTITY
DIRECTIONAL BORE	LF	16428
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	18
NEW PEDESTALS	EA	27
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	16428

**SUBMITAL PREPARED BY:**



6000 N. Central Expressway, Suite 400  
 Dallas, TX 75206  
 469-821-0790  
 TYPIC FIRM REGISTRATION: F-1308

CONTACT:  
 STRAUN CORNELL  
 PHONE:  
 972-438-4717

SUBMITTED FOR APPROVAL BY: \_\_\_\_\_ 1/27/2025  
 OWNER OF RECORD \_\_\_\_\_ DATE

**NOTE:**  
 THE RIGHT-OF-WAY (ROWS) SHOWN ON THESE PLANS IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR IN A COMMUNICATIONS EASEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY CONCERNS REGARDING THE ROW.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.  
 Call before you dig.

PROJECT: 1/27/2025 10:31 AM S:\charter\Projects\TX\Cluster\_2\_TBD\_WI59E\Drawings\180000\180000.dwg PLOT: 1/27/2025 10:31 AM PLOT: 1/27/2025 10:31 AM



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

1. Applicant: Charter - Spectrum Date: 01/31/2025  
 Company Name (if different): \_\_\_\_\_ Phone: (214) 500-7559  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Juan Jaramillo Phone: \_\_\_\_\_  
 Contractor: Mastec North America - Juan Jaramillo Phone: (214) 433-9097  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_

3. Franchise Contact: Glenn Valentine Phone: (214) 500-7559

4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 18,058' of underground conduits e/w fiber optic cable, and approx. 44 Vaults, and approx. 13 pedestals within the ROW of CR 246 N, CR 3101 and CR 3120.

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

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

Traffic control plans to be used are the TxDOT Traffic Operations Division Standard:

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 02/05/2025 Completion date: 02/05/2026

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

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

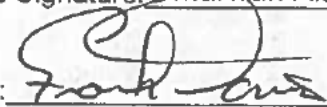
Specific instructions and conditions are as follows:

1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches above such lines.
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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: Marwah Altaie Date: 01/31/2025

Approved:  2/10/25  
Smith County Road Administrator/Engineer









**APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT**

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 2/4/25  
 Company Name (if different): \_\_\_\_\_ Phone: 469-503-6112  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Jaun Jaramillo Phone: \_\_\_\_\_  
 Contractor: Mastec North America Phone: (214)542-9484  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Oscar Soto Phone: 469-503-6112

4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 23,155' of underground conduit equip with fiber optic cable within the ROW of CR236, CR237, CR 239, CR 370, CR376

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

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

Traffic Control plans to be used are the TxDOT Traffic Operations Division Standard: \_\_\_\_\_

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic control Plan \_\_\_\_\_

Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22 \_\_\_\_\_

7. Proposed start date: 3/1/25 Completion date: 12/31/25

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 within 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: Marwah Altaie Date: 11/04/2024

Approved:  Frank Davis  
Smith County Road Administrator/Engineer







APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Jackson Water Supply Corp. Date: 2-7-2025  
Company Name (if different): \_\_\_\_\_ Phone: 903-566-1320  
Address: 17764 CR 26 Fax: 903-566-1377  
Zip: 75707  
24/7 Contact Name: \_\_\_\_\_ Phone: 903-752-0296  
Contractor: James Colton Horton Phone: 903-714-0831  
Bonding Company: Red Underground Utility, Inc. Phone: 903-539-8401  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): 15807 CR 294 Acp, TX 75750  
install 60' of 2" casing  
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.  
6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_  
Traffic cones; traffic signs;  
7. Proposed start date: 2-14-25 Completion date: 3-14-25

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.
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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.
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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: 2/7/25

Approved:  2/10/25  
 Smith County Road Administrator/Engineer

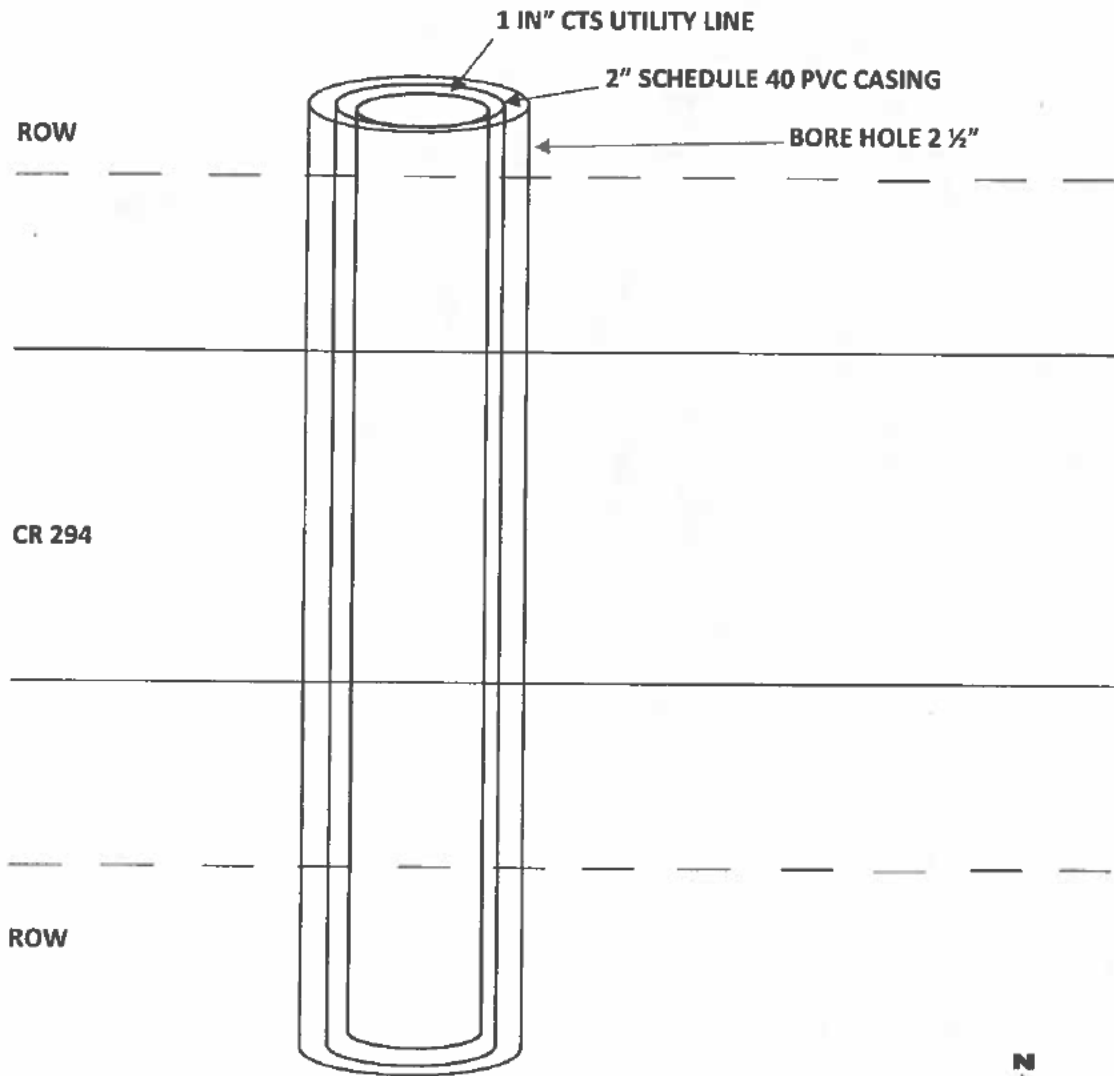


MINIMUM DEPTH- 36"

14 GA COPPER LOCATE WIRE INCLUDED

ADDRESS: 15807 CR 294

ARP, TX 75750





APPLICATION FOR PERMIT FOR THE INSTALLATION  
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED  
RIGHT OF WAY OR EASEMENT

Smith County Road & Bridge Department  
P.O.Box 990  
Tyler, Texas 75710

1. Applicant: Jackson Water Supply Corp. Date: 2/5/25  
Company Name (if different): \_\_\_\_\_ Phone: 903-566-1320  
Address: 17764 CR 26 Fax: 903-566-1327  
Zip: 75707  
24/7 Contact Name: \_\_\_\_\_ Phone: 903-752-0296  
Contractor: James Colton Horton Phone: 903-714-0831  
Bonding Company: Red Underground Utility Ser Phone: 903-539-8401  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): 20284 CR 223 App, TX 75750  
Install 60' of 2" casing  
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.  
6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_  
Traffic cones; traffic signs;
7. Proposed start date: 2-12-25 Completion date: 3-12-25

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.

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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: 2/5/25

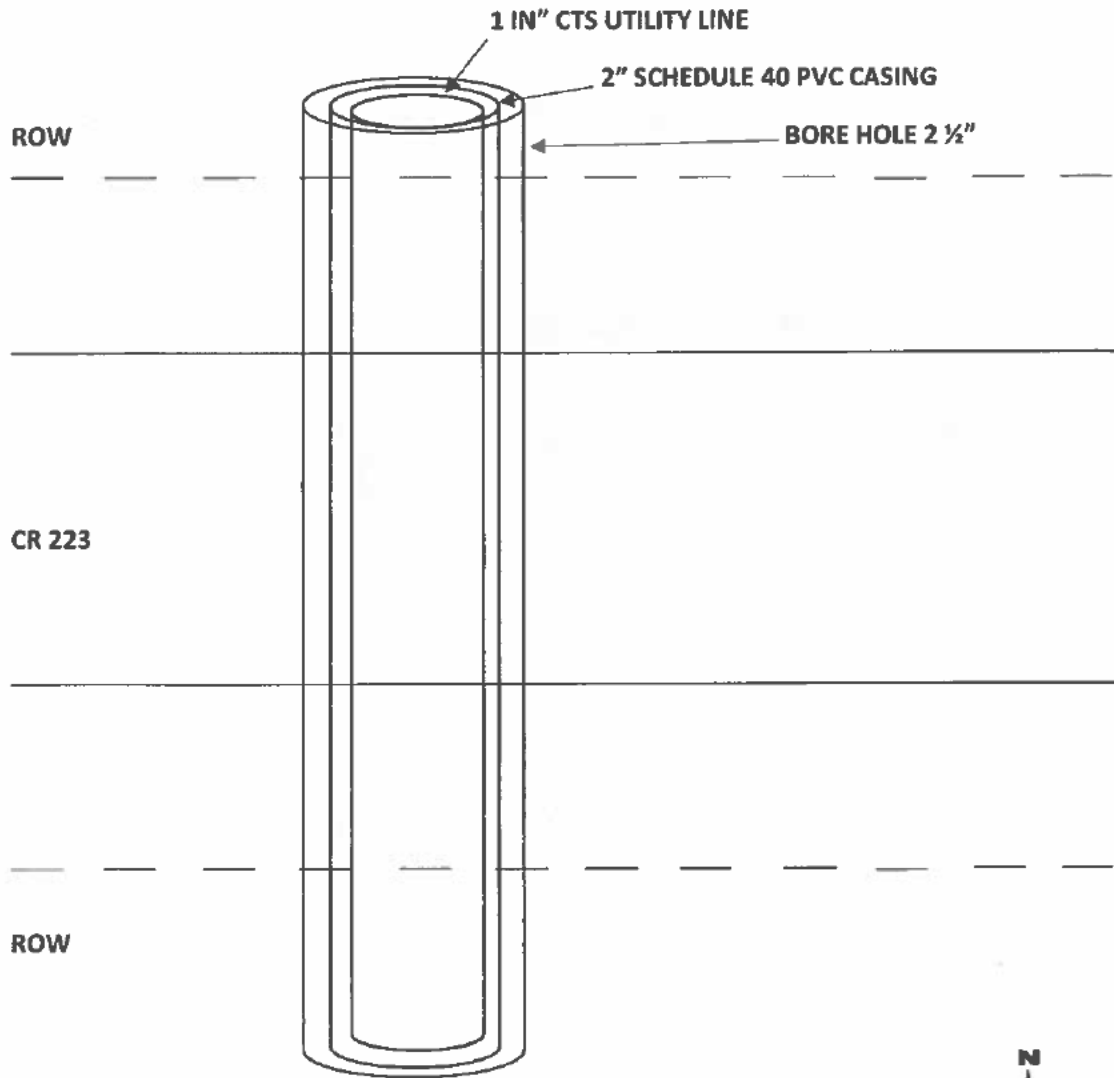
Approved: [Signature]  
Smith County Road Administrator/Engineer

**MINIMUM DEPTH- 36"**

**14 GA COPPER LOCATE WIRE INCLUDED**

**ADDRESS: 20284 CR 223**

**ARP, TX 75750**



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# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/7/2025	<b>Submitted by:</b> Kalisha Boyd
<b>Court Date:</b> 2/25/2025	<b>Department:</b> Auditor
<b>Description of Previous Court Action Taken:</b> (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.	
<b>Item Requested is:</b> <input checked="" type="radio"/> For Action/ Consideration <input type="radio"/> Discussion/Report	
<b>Item:</b> (Brief statement as you wish the item to appear on the agenda) Accept monthly Auditor/Treasurer report and Executive Summary for January 2025.	
<b>Background:</b> (Details of Request) N/A	
<b>Financial and Operational Impact</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> <b>NO</b>
<b>Reviewed By:</b>	<b>Reviewer's Signature and Date Reviewed:</b>
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 JANUARY 31, 2025.**

*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 JANUARY 31, 2025 SUBMITTED ON FEBRUARY 25, 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**

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

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

**SUBMIT**

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

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# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/21/2025	<b>Submitted by:</b> T. Wilson
<b>Meeting Date:</b> 02/25/2025	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Executive Session - Smith County Treasurer Retirement/Resignation	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
<b>Agenda Wording:</b> <small>Executive Session: SECTION 551.071 – CONSULTATION WITH ATTORNEY</small> <small>Deliberation and consultation with attorney regarding appointment of Smith County Treasurer in accordance with Texas Government Local Code, §87.041.</small> <small>Open Session</small> <small>Consider and take necessary action regarding the retirement/resignation and appointment of the Smith County Treasurer.</small>	
<b>Background:</b> See enclosed letter.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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



## **COUNTY OF SMITH**

*The County Treasurer  
200 E. Ferguson, Suite 402  
Tyler, Texas 75702*

*Kelli R. White, CCT-CIO  
County Treasurer*

*(903) 590-4730  
Fax(903) 590-4733*

To Judge Franklin,

I am formally submitting my date for retirement as per our discussion. I will be retiring July 31<sup>st</sup>, 2025. This will allow me to finish training Atonia on State Comptroller reports and allow her to receive her investment training. I respectfully recommend that Atonia Rawlings be appointed to fulfill my unexpired term. She has trained with me in my office for 10 years and she was in the District Clerk's office for 9 years before that. She is a loyal, hardworking employee and would benefit the County greatly as the next County Treasurer. She is planning to file to run for the office next year. Thank you for your consideration and please do not hesitate to contact me if there are any questions.

Respectfully,

Hon. Kelli R, White, CTAT-CIO  
Smith County Treasurer

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