

COMMISSIONERS COURT AGENDA
Tuesday, August 12, 2025
9:30 a.m.



Striving for Excellence

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



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

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, August 12, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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

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

OPEN SESSION:

RESOLUTION

1. Discuss and take necessary action to adopt a resolution proclaiming August 17, 2025, as "Galilee Missionary Baptist Church Day" in Smith County.

PRESENTATION

2. Receive presentation from the Smith County Historical Commission regarding the Smith County Historical Atlas Project.

COURT ORDERS

COMMISSIONERS COURT

3. Consider and take necessary action to approve a budget amendment to move \$1,000,000 from Courthouse Bond Funds to Courthouse IT Bond Funds for IT purchases for the courthouse project and authorize the county judge to sign all related documentation.
4. Consider and take necessary action to approve amendments to the FY 2025 – 2029 Capital Improvement Plan including but not limited to Animal Control Facility, Technology Projects, and any other necessary projects.

PURCHASING

5. Consider and take necessary action to approve a contract with U.S. Bank utilizing the State of Texas contract 946M4-3292 for Commercial Charge Card Services and authorized the county judge to sign all related documentation.

SHERIFF'S OFFICE

6. Consider and take necessary action to approve an order authorizing the sale/trade of County owned surplus firearms to Sentinel Supply a Federal Firearms Licensee and authorize the county judge to sign all related documentation.
7. Discuss, consider and approve the submission of a law enforcement grant (SB 22) on behalf of the Smith County Sheriff's Office in the amount of \$500,000.

FCIC

8. Consider and take necessary action to approve lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C d/b/a D&M Commercial Leasing for nine (9) FCIC vehicles in totaling \$590,925.96 and authorize the county judge to sign all related documentation.

CONSTABLE – PCT 2

9. Consider and take necessary action to approve a countywide policy and an Order Authorizing the Purchase of a Firearm by Honorably Retired Peace Officer, Pursuant to Texas Government Code, Chapter 614, Subchapter D.

FIRE MARSHAL'S OFFICE

10. Consider and take necessary action to approve the award of \$21,816.96 from the Federal Emergency Management Agency for Public Assistance for disaster number DR-4781, allow the county judge to sign all related documentation, and allow the Emergency Management Coordinator to upload and submit all required documentation to the Texas Division of Emergency Management and/or TDEMs assigned government sector partner.

EAST TEXAS AUTO THEFT TASK FORCE

11. Consider and take necessary action to ratify the acceptance of the Texas Motor Vehicle Crime Prevention Authority Grant Award for the following grants, and authorize the county judge to sign all related documentation:
 - a. FY2026 SB 224 Catalytic Converter; and
 - b. FY2026 Taskforce Grant Award.

RECURRING BUSINESS

COMMISSIONERS COURT

12. Receive monthly reports from Smith County departments.

ROAD AND BRIDGE

13. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for Portwood Estates Phase 2, Precinct 2; and
 - b. Final Plat for the Jarvis Addition, Precinct 2.
14. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 2206, 2245, 215, 220, 290, 2248, and 289, Metronet, install fiber optic cable, Precinct 2; and
 - b. County Road 279, CenterPoint, install line for service. Precinct 4.

AUDITOR'S OFFICE

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.

551.071 - CONSULTATION WITH ATTORNEY

16. Deliberation and consultation with attorney regarding compliance and claims submitted under the Smith County Health Plan.

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: 8/8/2025

Time: 4:00 p

A handwritten signature in blue ink that reads "Neal Franklin".

NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 7/14/2025	Submitted by: Jennafer Bell
Meeting Date: 8/12/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution - Galilee Missionary Baptist Church Day	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Discuss and take necessary action to adopt a resolution proclaiming August 17, 2025, as "Galilee Missionary Baptist Church Day " in Smith County.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

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Agenda Item # _____



Smith County Commissioners Court

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, on March 16, 1898, Galilee Missionary Baptist Church was established with the purchase of three acres of land from John and Mary Selman to serve as a place of worship and spiritual guidance in the Tyler and rural Flint, Texas area; and

WHEREAS, over the decades, Galilee Missionary Baptist Church has grown under the leadership of many devoted pastors, beginning with Rev. C.C. Bufford and followed by Rev. Small and others who each contributed to the spiritual development, structural growth and mission of the church; and

WHEREAS, through the providence of God and the steadfast commitment of its members, the church has continuously expanded and modernized its facilities, undertaking renovations in 1963 and 2005, acquiring additional properties to bring the campus to a total of five acres, including the former Galilee Community School campus, and enhancing the grounds with educational and fellowship spaces; and

WHEREAS, under the steadfast leadership of Rev. Anthony Williams, who has faithfully served as pastor since 1989, the church has continued to flourish, serving its congregation and the wider community with a focus on outreach, education and service; and

WHEREAS, in March 2025, the church moved into its newly constructed worship facility on its historic campus, marking a new chapter in its 127-year legacy and reflecting the church's theme for this special season: "A New Beginning," anchored in Isaiah 43:18–19, "Forget the former things; do not dwell on the past. See, I am doing a new thing;" and

WHEREAS, Galilee Missionary Baptist Church continues to be a beacon of hope and service in Smith County, guided by its mission "to bring in unbelievers, build them up in Christ, bind them to the family of God, strengthen their belief, so they can broadcast their faith," and its vision to be "the most effective holistic ministry in Tyler by meeting community needs, providing sound biblical training and helping unbelievers develop a personal relationship with Jesus Christ;"

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim August 17, 2025, as

“ Galilee Missionary Baptist Church Day ”

in Smith County, and encourages all citizens to congratulate the church on its legacy, which continues to impact the members and the community.

WITNESS OUR HANDS THIS 12th day of August, 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

2

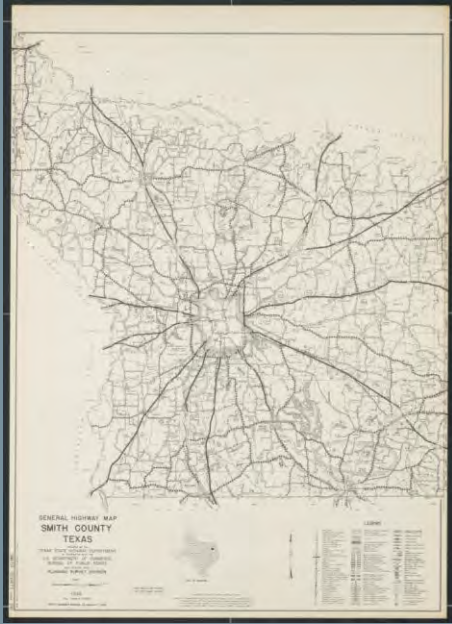
**SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM**

Submission Date: 7/29/2025	Submitted by: Jennafer Bell
Meeting Date: 8/12/2025	Department: SCHC
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: SCHS Atlas Project	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive presentation from the Smith County Historical Commission regarding the Smith County Historical Atlas Project.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Smith County Historical Atlas

Created by Smith County GIS Dept.
&
Smith County Historical Commission



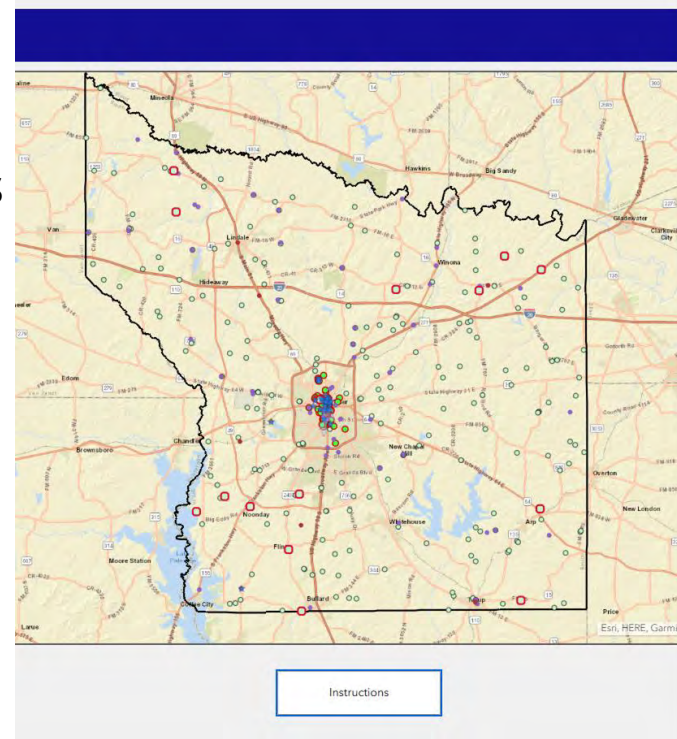
The Need:

- Smith County does not maintain an inventory of identified historic resources (buildings/sites/structures).
- Information about historic resources in the county is maintained by the Texas Historical Commission. Much of it either incorrect, missing, or outdated.
- Lack of public engagement with our history!
- Result = endangerment and loss of dwindling numbers of historically significant buildings/sites.



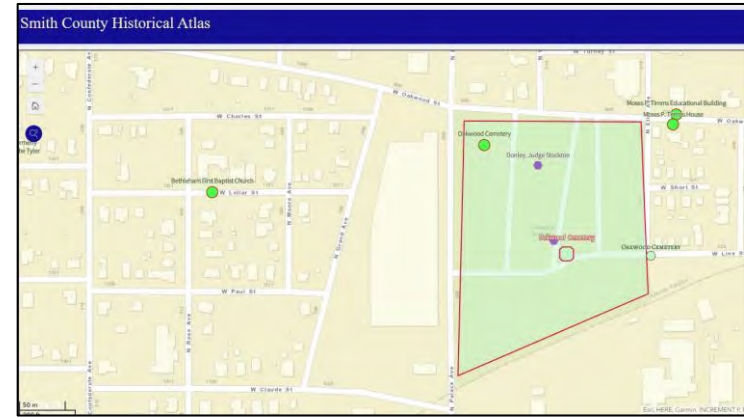
The Project:

- Create an interactive web-based GIS application, modeled on the Texas Atlas (Texas Historical Commission), specifically for Smith County.
- Include location, history, photographs, and supplemental documents about identified historic resources throughout Smith County. (archeological sites not included)
- It is a living application designed to be continuously updated and built out with more information.



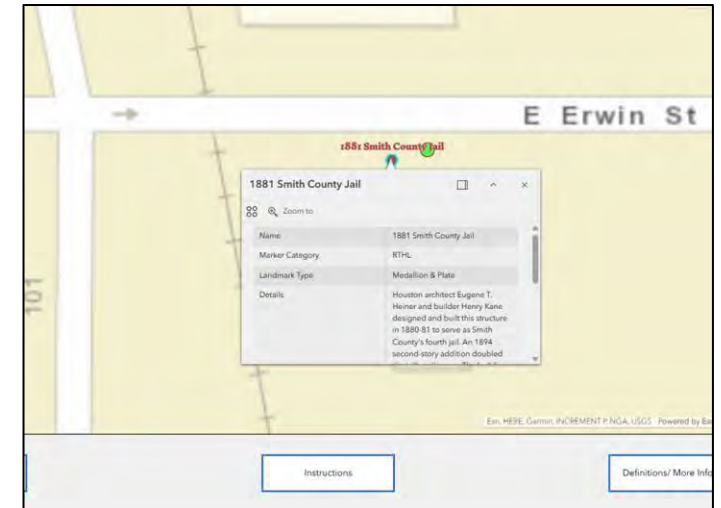
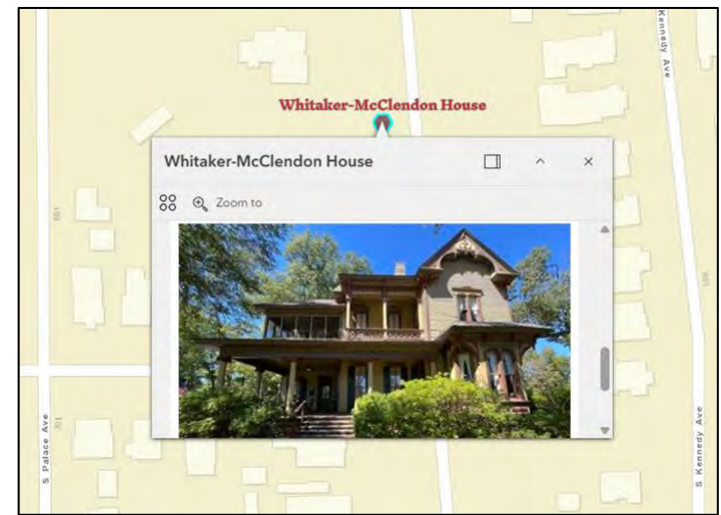
Atlas Features:

- Locational points and polygons of the following historic resources:
 - (Federal) National Register of Historic Places.
 - (6 districts and 26 individual properties)
 - State Antiquities Landmarks (3)
 - (State) Recorded Texas Historic Landmarks (20)
 - (State) Historic Subject Markers (73)
 - (Local) City of Tyler Landmarks (115)
 - (State) Historic Texas Cemeteries (16)
 - Cemeteries (212)**



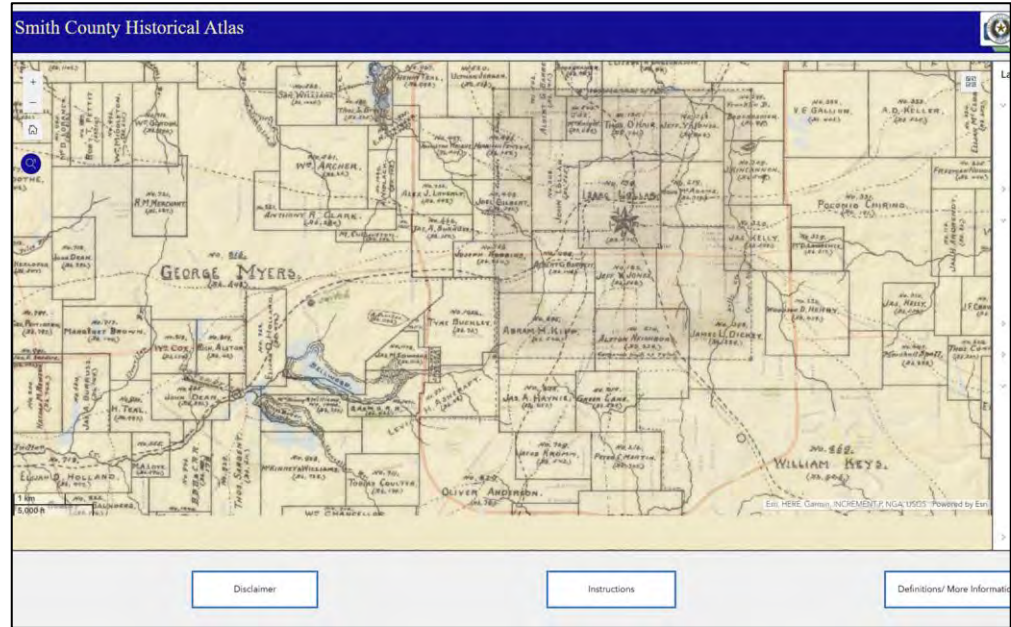
Atlas Features:

- Pop up with supplemental information about the historic resource:
 - Name
 - Details
 - Location
 - Photograph
 - Other supplemental information (nomination packages/newspaper articles/historic photos/etc.)



Atlas Features:

- Historic Map Overlay
- Early County Transportation Routes



1905 Woldert Map

Why the Smith County Atlas is Better than the Texas Atlas



1. Includes dozens of cemeteries that the Texas Atlas doesn't have.



2. Includes historic transportation routes (roads/rails).



3. Has a historic map overlay feature.



4. Can include photos of resources (important for maintaining updated inventory)



5. Is monitored, updated and improved by Smith County residents (who have a vested interest in our history)



6. Only cost to the county was the staff time to develop the application (roughly 80 hours).

[LINK TO ATLAS](#)

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/05/2025	Submitted by: Jaye Latch for Commissioners Court
Meeting Date: 08/12/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: IT Expenditures for Courthouse Bond Project	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a budget amendment to move \$1,000,000 from Courthouse Bond Funds to Courthouse IT Bond Funds for IT purchases for the courthouse project and authorized the County Judge to sign all related documentation.	
Background: It is anticipated that the County will need to spend an estimated \$1 million on IT equipment for the Courthouse Bond Project.	
Financial and Operational Impact: Courthouse Bond Funds	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Karin Smith	Email: ksmith@smith-county.com
Name: Jaye Latch	Email: jlatch@smith-county.com
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:

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Smith County

Budget Transfer Request FY25

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

Courthouse Construction Fund

TRANSFER FROM:

Account Name	Account Number	Amount
Courthouse Construction	79.409.4900.815	\$1,000,000.00

TRANSFER TO:

Account Name	Account Number	Amount
IT Courthouse Project	79.409.4900.844	\$1,000,000.00

BRIEF EXPLANATION FOR REQUEST:

Funds transferred from courthouse construction to separate IT expenses.

Department Head:

Auditor's Office

Kalisha Boyd

8/6/25

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date

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

Submission Date: 8/8/25	Submitted by: Jennafer Bell
Meeting Date: 8/12/25	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Amend FY25-29 CIP	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve amendments to the FY 2025 – 2029 Capital Improvement Plan including but not limited to Animal Control Facility, Technology Projects, and any other necessary projects.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/05/2025	Submitted by: Jaye Latch
Meeting Date: 08/12/2025	Department: Purchasing
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: New Contract for Commercial (P-Card) Card Services	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contract with U.S. Bank utilizing the State of Texas contract 946M4-3292 for Commercial Charge Card Services and authorized the County Judge to sign all related documentation.	
Background: We are requesting approval to enter into an agreement with U.S. Bank National Association for Commercial Card (P-Card) Services utilizing the State of Texas cooperative purchasing program, contract ID No. 946M4-3292. Our current contract with CitiBank is expiring and the State issued a new solicitation for Commercial Card Services, which was awarded to U.S. Bank. A rebate will be paid to Smith County base upon the attached Rebate Structure. Smith County currently has 8 Departments utilizing the P-Card program with 21 credit cards and a semi-annual expenditure of approximately \$219,000.00. The P-Card Policy was approved by Commissioners Court on 01/11/2022 and is attached for reference.	
Financial and Operational Impact: Rebate Program	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jaye Latch	Email: jlatch@smith-county.com
Name: Thomas Wilson	Email: twilson@smith-county.com
Name: Christina Haney	Email: chaney@smith-county.com
Name: Carolyn Lewis	Email: clewis@smith-county.com

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SMITH COUNTY, TEXAS

PURCHASING CREDIT CARD AND P-CARD MANUAL

Manual Revisions Adopted by Commissioners Court

January 11, 2022

CREDIT CARD POLICY

Authority:

Texas Local Government Code § 262.015 (o) allows the Purchasing Agent to establish the credit card rules (subject to Commissioners Court approval) as follows:

(o) The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioner's court. Notwithstanding Subsection (f) or other law, rules and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent.

(f) A purchase made by the county purchasing agent shall be paid for by a warrant drawn by the county auditor on funds in the county treasury in the manner provided by law. The county auditor may not draw and the county treasurer may not honor a warrant for a purchase unless the purchase is made by the county purchasing agent or on competitive bid as provided by law.

Purpose:

The purpose of this policy is to establish procedures for the use of County Credit Cards. This policy is being established in order to provide immediate access to and streamline the process for low dollar goods and/or services, county authorized travel and conference/seminar/class registration. All Credit Card purchases shall adhere to all purchasing statutes, rules, policies and procedures when using the card. The use of a credit card does not automatically exempt a governmental agency or its officers or its employees from any purchasing requirements of state law.

- The Credit Card is provided and utilized to make basic travel registration, and small dollar or spot purchases of business related goods and/or services.
- All Credit Card purchases must follow Smith County's Procurement Policies.

Smith County has two separate types of Credit Card Programs:

1. Credit Card/Line of Credit – This program includes all credit cards and/or lines of credit that are housed in the Purchasing Department and must be “checked out” through the Purchasing Department. These cards are not specific to any one person or department. The disposition of these cards are monitored by the Purchasing Department and are checked out when needed and must be returned to the Purchasing Department after approved purchase has been made. Credit Cards/Line of Credit purchases are required to have a purchase order before this Credit Card/Line of Credit can be used. Itemized receipts are required to be turned in along with a copy of the purchase order and the appropriate approval signature within 5 business days of purchase. A current listing of Credit Card/Line of Credit card programs is available in the Purchasing Department. An individual acknowledgement of Purchasing and Credit Card policy must be on file with the Purchasing Department before Card can be checked out or Line of Credit used.

Purchasing Department will review purchase order, itemized receipt and department head approval and will forward all backup information to Accounts Payable for payment.

2. P-Card-This program is the Procurement Card program in which credit cards are issued to individuals. Each cardholder shall have a credit card with their own specific card with their name and unique credit card number and expiration date. A Smith County credit card application must be filled out and approved by the individuals Department Head/Elected Official and the Purchasing Director and be on file in the Purchasing Department. Department Head/Elected Official desiring to participate in the P-Card program must show that the individual's job function shows a clear need for the P-Card program.

Unauthorized Credit Card Use:

Smith County may **not** use a credit card and may not reimburse an officer or employee for use of said credit card for the following:

- A purchase of a personal nature or any other purchase not connected with county business.
- Personal charges associated with a hotel bill: Personal charges on hotel bills should be paid for at checkout time by the employee and not charged to the county credit card.
- A cash advance.
- Charges for entertainment.
- Purchases made in attempt to bypass the normal purchasing policy.
- **A single purchase that exceeds the Cardholder's single purchase limit unless a higher limit has been authorized in writing by an Elected Official/Department Head and P- Card Administrator**
- Gift Cards
- Entertainment expense or meals and travel expenses for personal use
- Ongoing Services and Maintenance Agreements
- Alcoholic beverages
- Meals (other than authorized Sheriff's Office Transport Officers)
- Fuel
- Any additional items/services as may be restricted by County policyA purchase that violates any provision of state law or Smith County's Procurement Policies and Procedures.
- Under "NO" circumstances should an authorized credit card user allow another person to use the county credit cards either by physically having the card in their possession or by

giving a card number to another individual or vendor so as to allow someone other than the designated cardholder to use the card.

Any person(s) who makes unauthorized purchases, carelessly uses the card, or fails to turn in the appropriate documentation in a timely manner, will be liable for the total dollar amount of such unauthorized purchases, plus any administrative fee charged by the bank in connection with misuse.

Cardholder Responsibilities

- Ensure sales tax is not charged at time of purchase. (if applicable)
- Ensure that merchant fees and/or convenience fees are not charged for the card transaction.
- Itemized receipts are required for all credit card transactions. An itemized receipt shall include an itemized list of all goods purchased and/or all services received.
- When travel arrangements are made using County credit card; **it is the responsibility of said employee to cancel reservations in the event the trip is cancelled or they are unable to attend.**
- It is the card holder's responsibility to take reasonable steps to ensure that proper safeguards are maintained of the card, account number, personal identification number, electronic serial number, or mobile identification number from unauthorized disclosure.
- Individual transactions including, but not limited to, shipping and handling may not exceed the approved single transaction limit.

Payment

Credit Card/Line of Credit Program - Credit Cards/Line of Credit purchases are required to have a purchase order before this Credit Card/Line of Credit can be used. Itemized receipts are required to be turned in along with a copy of the purchase order and the appropriate approval signature within 48 hours of purchase. A current listing of Credit Card/Line of Credit card programs is available in the Purchasing Department. An individual acknowledgement of Purchasing and Credit Card policy must be on file with the Purchasing Department before Card can be checked out. Purchasing Department will review purchase order, itemized receipt and department head approval and will forward all backup information to Accounts Payable for payment.

P-Card Program

At the end of each billing cycle, all expense reports and itemized receipts shall be scanned into the designated share drive for processing and payment.

Confidentiality of Credit Card Numbers

Pursuant to Texas Government Code § 552.136, the County credit card number shall remain confidential. Information that is confidential pursuant to the above statute is information containing:

A card, plate, code, account number, personal identification number, electronic serial number, mobile identification number, or other telecommunications service, equipment, or instrument identifier or means of account access that alone or in conjunction with another access device may be used to:

- (1) obtain money, goods, services, or another thing of value; or
- (2) initiate a transfer of funds other than a transfer originated solely by paper instrument.

A credit card, debit card, charge card, or access device number that is collected, assembled, or maintained by or for a governmental body is confidential and such information shall be redacted from any information disclosed pursuant to the Texas Public Information Act, Texas Government Code, Chapter 552. (Texas Government Code § 552.136).

PROCUREMENT (P-CARD) POLICY AND PROCEDURES

Objective

This Policy establishes the methodology for use and defines the limits of use of County issued Procurement Cards (P-Cards) provided to certain personnel in order to make low dollar purchases of goods and/or services, for routine supplies, book Smith County travel arrangements, class/conference registrations and approved on-line purchases.

Definitions

Approved Online Purchase: Purchases allowed through Budget and Purchasing Policy where a P-Card is required.

Cardholder: Personnel who have been issued P-Cards and who are authorized to make purchases in accordance with these procedures.

Departmental Coder: The person designated in each department to code general ledger account numbers to all credit card transactions for their respective department. This person also creates and prints the monthly Expense Report that is to be signed by the Cardholder and the Department Head/Elected Official. This person ensures that all transactions have itemized receipts and that they are uploaded to the designated shared drive. .

Department Head/Elected Official: This individual shall approve and sign the Credit Card Application. This individual also reviews, approves and signs the monthly Expense Report for each Cardholder in their department.

Dispute Report: A form to be completed by the cardholder only if the cardholder has attempted to resolve the discrepancy with the vendor and was unsuccessful. This form can be found on the Smith County employee website and shall be submitted to the P-Card Coordinator for processing.

Emergency: A declaration made by the County Judge or any instance and or circumstance deemed an emergency by the Purchasing Director or the County Judge.

Employee Agreement Form: A form that is required to be signed by the cardholder stating that (s)he has received, understands and agrees to the P-Card policies and procedures and the responsibilities of the cardholder. This form can be found on the Smith County employee website.

Expense Report: Monthly listing of all card transactions that is printed for each cardholder after all charges for the reporting cycle have been coded. Employee and Department Head/Elected Officials are required to sign and scanned to assigned share drive no later than the 10th day of each month.

P-Card Administrator: The County Director of Purchasing is responsible for the P-Card program. ,

P-Card Authorization Form: Employees requesting a P-Card are required to complete a P-Card Authorization Form which must be signed by the Elected Official or Department Head.

P-Card Coordinator: Purchasing Department personnel who manages cardholder inquiries, raises and lowers approved single transaction limits. Receives approved expense reports and coordinates paying the monthly statement with the Auditors Office.

P-Card System: Procurement Card System.

Point of Sale: The time in which the card transaction is made and the goods/services are received.

Routine Supplies: Small value items where the use of P-Card System is more efficient for products approved by policy or when vendor will not accept a purchase order. Routine supplies do not include stock items.

Single Purchase Limit/Single Transaction Limit: A dollar amount limitation of purchasing authority delegated to a Cardholder. This dollar limit shall be established by the P-Card Coordinator.

Vendor: A company from which a Cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

Procedure

Introduction

The purpose of the Purchasing Card (P-Card) Program is to provide the County with an efficient and controllable method of making small dollar commodity, service, and travel purchases. The card may be used in place of small regular purchase orders, emergency purchase orders, and other credit card use. This card policy is not intended to replace, but rather supplement existing purchasing policies and procedures.

Using the P-Card System can dramatically shorten the processing time necessary in the traditional requisition process. Cardholders may initiate a transaction, within the limits of this policy/procedure and receive goods. Payments to vendors will be made by the P-Card Company. The Auditor's Office will make monthly payments at the end of the billing cycle.

Advantages to the County:

- Better control of cash.
- Improved timeliness of making small dollar purchases, paying vendors and recording expenditures.
- More frequent point of sale matching of expenditure and goods/services received.
- More internal control for purchases.
- Reduced paper work.
- Cards can be programmed for a particular use, such as travel, to help stream line the process.

Authority:

Smith County Purchasing Policies and Procedures permits the use of P-Cards. The Purchasing Department formulated the policy for the use of the cards and is approved by Commissioners Court. The County shall set limits for spending, activity and allowable expenditures as well as administrative controls that the County determines will be sufficient for use of a P-Card. The Purchasing Director has the authority to deviate from this policy if it is in the best interest of the County and facilitates county operations. The Purchasing Department shall develop internal accounting controls in consultation with the County Auditor.

Usage:

The P-Card program is not intended to avoid or bypass the competitive bid requirements of TEX.LOC.GOV'T CODE 262, established purchasing policies and procedures, appropriation of funds process, approval or payment processes. Rather, the program complements the existing processes. Informal competitive bidding (receiving quotes) is encouraged for these types of purchases. Expenditures may not exceed appropriations under current County policy under any circumstances.

- a. The card will be used for the following:
 - Over-the-counter type retail purchases that qualify as a spot purchase
 - Purchases made by telephone or online that are within the cardholders single transaction limit
 - Travel, conference fees, and training.
 - Any other business related purchase as long as goods/services purchased are **not** covered under a County supply contract such as for fuel, utilities, cell phones, and computer equipment or software. (All software purchases must pre-approved by the IT Department).
- b. Purchases made on the card must be for County business only. The card is not a personal line of credit. When in doubt as to whether a purchase is allowable under County policy, the Cardholder should contact the Purchasing Department before making the purchase.

DEPARTMENTAL CODER

Department Head/Elected Official shall ensure that their department has a designated Departmental Coder that is responsible for coding all credit card transaction for the department. The Departmental Coder must ensure that all transactions have an itemized receipt. If a cardholder does not provide an itemized receipt for each transaction, the Department Departmental Coder shall request that the cardholder obtain the missing receipt. Should a receipt not be provided by the cardholder, the Departmental Card Coder shall report this to the Department Head/Elected Official and to the P-Card Administrator for further action. Departmental Coder shall code all transactions and ensure completion by the due date which is provided by the Purchasing Department. Departmental Coder shall create and print the monthly Expense Report, ensure they are reviewed and signed by the cardholder and Department Head/Elected Official. Itemized receipts shall be placed in order behind the signed Expense Report and scanned into the assigned departmental shared drive for review by the Purchasing Department and Auditors Office. Expense Report and receipts shall be submitted no later than the 10th day of each month.

RECEIVING A P-CARD

A “cardholder” is an individual who has been approved by the Department Head/Elected Official and the P-Card Administrator to pay for certain work-related expenses with a P-Card. Elected Officials must be approved by both the County Judge and the Purchasing Director. The cardholder is responsible for the security and physical custody of the card, and is accountable for all transactions made with the card. The cardholder must comply with the program’s record-keeping requirements (including retention of original receipts) for the protection of both the cardholder and the County. Employees have a responsibility to report instances where the County’s policies and procedures are not being followed.

A hardcopy receipt listing each individual item purchased **must** be obtained from the vendor each time the card is used. Online and telephone charges must also be documented by a receipt, which may require the Cardholder to request the vendor to fax or email the Cardholder a receipt. Cardholders are responsible for ensuring cards are secured at all times. Each Cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the "Cardholder

Acknowledgement and Agreement Form". The card program carries corporate, not individual, liability. The cardholder's personal credit history is not impacted in any way, and credit checks are not done on individual cardholders. Billings for authorized purchases will be paid with County funds. It is the cardholder's responsibility to ensure that there are available budgeted funds for each credit card purchase. Purchasing non budgeted items is a P-Card Violation.

Cardholders shall submit to their Departmental Coding Coordinators all detailed receipts or charge slips and credit slips. The Coding Coordinator will retain all documentation in a secure location according to records retention policy for record keeping purposes. The cardholders will sign the monthly Expense Report provided by their Coding Coordinator at the end of each month or must sign each receipt of everything they have purchased. If the employee is unavailable to sign their monthly statement of transactions, but has signed all their receipts. It is the Coding Coordinator's responsibility to ensure that an itemized receipt is submitted and kept for every transaction.

- Employees requesting a P-Card must submit an application to the Administrator. Employees requesting a P-Card must be p r e - approved by the appropriate Elected Official/Department Head responsible for the department in which the employee works.
- P-Card Administrator shall have final authority for card issuance with approved card limits identified.
- The approved Cardholder shall be issued a copy of this policy and shall be required to attend a P-Card training session and sign an Employee Agreement. The Agreement indicates that the Cardholder understands the policy and procedures and the responsibilities of a P-Card Cardholder.
- In the event of any extenuating circumstances, the Department Head/Elected Official or their designee may request a temporary increase in limits. The request will be made in writing to the Purchasing Department.
- In the event that the Cardholder needs a permanent limit change, the Cardholder must complete a new P-Card Authorization Form. This form must be signed by the Cardholder's Elected Official/Department Head. Included on the form is the limit change requested and an explanation of why the change is needed. The P-Card Administrator will review the request and notify both the employee and Elected Official/Department Head of the decision.
- The P-Card Administrator has the authority to cancel or suspend a P-Card as required at any time as stated in the policy to protect the County's interest.
- The Purchasing Department P-Card Coordinator shall maintain all records

of P-Card requests, authorizations, purchase limits, Cardholder transactions, and any lost/stolen/destroyed card information.

- The Cardholder is responsible for immediately reporting any fraudulent use or misapplication of the P-Card to the P-Card Administrator and their Department Head/Elected Official. Personal usage is not allowed with the P-Card and will be considered fraudulent use. Misuse of the P-Card could lead to the revocation of the card and/or other disciplinary actions.
- ***Report any lost or stolen Purchasing Card immediately to Citibank first. Bank representatives are available 24 hours a day at 800-248-4553. When reporting a lost card the cardholder should tell the representative that this is a Commercial Account card.*** The bank will immediately cancel the card and forward a replacement card. Contact the P-Card Administrator Coordinator via email to report action taken.

DEPARTMENT HEAD/ELECTED OFFICIAL (APPROVER):

The Department Head/Elected Official is responsible for providing guidance to the P-Card Administrator in designating Cardholders and what transaction limits shall apply to each cardholder's use. The Department Head/Elected Official or designee ensures that purchases are proper and within County policies by approving each expense report submitted by a Cardholder. Department Head/Elected Official may implement more stringent internal authorization procedures that their Cardholders must follow in order to make purchases with the P-Card. The "approver" is the Department Head/Elected Official who is responsible for approving the Cardholder's use of the purchasing card. The approver will also be provided with a hard copy of the cycle statement (Expense Report) with attached detailed receipts from the Department Administrator. The Department Head/Elected Official is responsible for approving the Expense Report prior to submission to Purchasing Department. After approval, the P-Card Coordinator will pull all coded transactions from all departments to process and send to the Auditors Office to update the general ledger and the approver will upload cycle statement/receipts to the designated shared drive. Department Head/Elected Official may designate a person to act on their behalf or in their absence. This designation shall be made in writing and sent to the Purchasing Department.

Upon resignation, transfer, or termination of a Cardholder, the Department Head/Elected Official shall notify the Program Coordinator immediately and the card shall be turned in to the Program Coordinator.

Department Head/Elected Official is required to know the cardholder's roles and associated responsibilities and follow established procedures. Further they will enforce cardholder responsibilities and ensure that Departmental Coding Coordinators and cardholders follow established procedures. Department Head/Elected Official approve applications for the cardholders who in their judgment need to carry a card.

Department Head/ Elected Official are responsible for ensuring that their department does not go over budget or spend unappropriated funds. Spending unappropriated funds is a violation of the P-Card Policy and is subject to discipline and/or revocation of individual P-Cards. Continued unappropriated spending will result in termination of department participation in P-Card program,

AUTHORIZED P-CARD USE

The unique P-Card that the Cardholder receives has his/her name embossed on it and shall be used ONLY by the Cardholder. NO OTHER PERSON IS AUTHORIZED TO USE THE CARD. The Cardholder may make transactions on behalf of others in their department with the approval of a supervisor authorized to approve such purchases. However, the Cardholder is responsible for all use of his/her card.

Use of the P-Card shall be limited to the following conditions:

- The total value of a transaction shall not exceed the established single purchase limit. If extenuating circumstances were to occur, the Administrator should be consulted immediately for guidance.
- Payment for a purchase will not be split into multiple transactions to stay within the single purchase limit. Purchase limit per card per month must be adhered to.
- Cardholder shall inform the vendor that goods/services are on a tax-exempt status. Cardholders will be responsible for seeking credit on any taxes charged or will be responsible to reimburse those taxes.
- The card may be used for on-line purchases and when purchase orders are not accepted and the best value to the County has been determined to be an on-line purchase. If the vendor does not accept purchase orders and the amount of the purchase exceeds the single purchase limit, the Cardholder shall contact Purchasing Department to make a special request. Proof that the Purchasing Policy and application purchasing law has been followed will be required before a single purchase limit can be raised to make the purchase. Administrator reserves the right to deny the request if it is determined that the purchase is not in the best interest of the County.
- Goods/services that can be obtained from contract vendors should be purchased from the contract vendors when available.
- Routine Purchases are small value items where the use of P-Card System is more efficient for products or when the vendor will not accept a purchase order. Routine supplies do not include stock items.
- Cardholder shall comply with the Smith County Purchasing Policy and shall not avoid competitive bidding requirements.
- Purchases of cable television services, cell phones, hardware, software, online cloud services and other technology-related services with a P-Card are limited to authorized Information Technology (IT) staff only to ensure

that Smith County has a complete record of all technology purchases and that all purchases are made in accordance the county Technology Policy and Purchasing Policy. A P-Card purchase of software is limited to Technology Services staff only, in order to appropriately track licenses in compliance with Purchasing Policy.

- Food related purchases for in house events and departmental use must be in compliance with the Smith County Public Purpose Policy
- All items purchased shall be available immediately at the time the purchase is made, with no backordering allowed.
- All shipments shall be shipped to a Smith County address. Shipments addressed to home address is strictly prohibited and is considered a violation and may result in P-Card cancellation and further disciplinary action.

USE OF P-CARD FOR TRAVEL/EDUCATION EXPENSES.

- All employees who have been issued a P-Card will have access to use the P-Card for the following Travel/Education expenses in compliance with the Smith County Travel Policy:
 - Conference Registration
 - Lodging (excluding incidentals)
 - Airfare and baggage fees (with Purchasing approval)
 - Vehicle Rental
 - Shuttle Services (Tips may not be charged to P-Card)
 - Taxi Fares (Tips may not be charged to P-Card)
 - Parking
- Cardholders are required to retain itemized corresponding receipts for each transaction.
- Cardholders may not charge meals or incidentals to the P-Card related to Travel/Education.
- All Travel/Conference P-Card transactions should clearly identify the training event attended and documentation attached that identifies the event as well as the receipt for transaction.
- All travel P-Card use must be in compliance with Smith County Travel Policy.

SPECIAL CIRCUMSTANCES

- P-Cards issued to law enforcement officers with assigned duties of Transport will have card limits set by the Administrator at a level adequate to cover anticipated expenses in the performance of their duties.
- Transport officers are authorized to utilize the P-Card for all necessary expenses for the transport of and to maintain the health and safety of the detainee and officer(s) when performing their assigned duties. Expenses include costs for reasonable meals.

- The Coordinator ~~Administrator~~ must be notified on a P-Card Change Request Form when any officer no longer is assigned to Extradition or Mental Health Transport.

ESTABLISHMENT OF P-CARD LIMITS:

Limitations and Restrictions:

Transaction Limits (Unless otherwise designated)

Cardholder Class Transaction Limit per Month shall be set according to employee position, need and department head recommendation and justification.

Available Monthly Cycle Limits:

\$5,000, unless special circumstances have been approved. Special circumstances shall be requested in writing and shall be approved by Department Head/Elected Official and P-Card Administrator.

P-Card single transaction limit shall be in accordance with Smith County Purchasing Policy and shall be set at up to \$1,000.

Requisitions and Purchase orders are not required for credit card purchases. Monthly reconciliation of all credit card transactions is required.

It is the Department Head and credit cardholder's responsibility to ensure that there is enough appropriated budget funds available prior any and all credit card use.

DEPARTMENTAL CODERS for P-Cards

Departmental Coders are the designated person in each department that is responsible for the coding of credit cards. Credit cards shall be coded with the appropriate general ledger account number for each transaction for each employee that has a credit card in their department. Coding must be completed on a timely basis so that a completed expense report showing all transactions and codes can be printed, reviewed and signed by the cardholder and the Department Head/Elected Official or their designee.

MERCHANT CATEGORY CODES

The P-Card program allows for Merchant Category blocking. If a particular Merchant Category is blocked (e.g., jewelry stores), and you attempt to use your card at such a merchant, your purchase will be declined. Purchasing has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If your card is refused at a merchant where you believe it should have been accepted, you should call the number on the back of your card to determine the reason for refusal. Automated customer service assistance is available 24 hours/day, 7 days/week

Depending on the result of your inquiry, you may want to discuss the issue further with your Department Head. He/she may request the P-Card Administrator to modify the restrictions on your use of the P-Card.

IMPORTANT: All requests for changes in limitations and restrictions must be made through the P-Card Administrator.

The cards may not be used to pay for the following:

UNAUTHORIZED P-CARD USE

The P-Card SHALL NOT BE USED for the following:

- Personal purchases or purchases for family members or friends.
- A single purchase that exceeds the Cardholder's single purchase limit unless a higher limit has been approved in writing with the Elected Official/Department Head and Administrator.
- P-Card purchases for meals related to Travel/Education will not be allowed for expenditures governed by the Smith County Travel Policy.
- Entertainment expense or meals and travel expenses for /personal use.
- Cash advances.
- Telephone calls/monthly service.
- Gasoline.
- Alcoholic Beverages.
- Any additional items/services as may be restricted by County policy.
- To pay for any unauthorized purchase or any other purchase that is not in compliance with county policy or state statutes.
- ATM, cash advance and all other cash-related transactions are strictly prohibited.
- Split purchases to avoid the requirement to obtain competitive bids/quotes on purchases exceeding \$1,000.00/single transaction limit.
- Abusive transactions; such as where item is purchased, an excessive cost or for questionable government need, or both.

A Cardholder who makes unauthorized purchases or carelessly or fraudulently uses the P-Card, may be liable for the total dollar amount of such unauthorized purchases plus any administrative fees charged by the Bank or other associated costs in connection with the misuse. The Cardholder may also be subject to disciplinary action up to and including termination.

P-CARD VIOLATIONS

P-Card Administrator may cancel a cardholder's privileges for just cause. Cards may be revoked for misuse or noncompliance of procedures or reassignment of duties and responsibilities.

Department Head/Elected Official or designee will contact the P-Card Administrator when a card needs to be canceled and submit the canceled card to the Purchasing office immediately.

Smith County will use a “Three Strike” policy to deal with non-compliance. Purchasing Department reserves the right to consider theft or fraud a third and final strike.

STRIKE 1: The P-Card Administrator and Auditor will determine if the cardholder should be individually responsible for an inappropriate charge; if the individual should be allowed to continue in the program; and if any disciplinary action should be administered. A notification/acknowledgement of a credit card violation shall be sent to the Department Head/Elected Official and shall be signed by both the Department Head/Elected Official and the employee. The form shall notate action taken. The signed form shall be returned to the Purchasing Department.

STRIKE 2: The Purchasing Director and the Departmental Head/Elected Official will determine if the individual Cardholder will continue in the P-Card program; the Department Head/Elected Official will confer with Human Resources on disciplinary action as necessary. A notification/acknowledgement of a credit card violation shall be sent to the Department Head/Elected Official and shall be signed by both the Department Head/Elected Official and the employee. The form shall notate action taken. The signed form shall be returned to the Purchasing Department.

STRIKE 3: The P-Card will terminate the cardholder's privileges with deferral to the Human Resources Department for disciplinary action. A notification/acknowledgement of a credit card violation shall be sent to the Department Head/Elected Official and shall be signed by both the Department Head/Elected Official and the employee. The form shall notate action taken. The signed form shall be returned to the Purchasing Department.

Each documented strike will remain on the employee’s record for a period of one (1) rolling year. After each Strike, a “Notification of Potential Purchasing Card Violation” form (attachment A) will be sent to the employee’s Department Head/Elected Official. The Cardholder may appeal any decision to terminate or suspend cardholder rights. The P-Card Administrator, Department Head/Elected Official and Human Resources (if needed) will review facts and issues and may make a recommendation to reinstate, temporarily suspend or permanently suspend cardholder’s right to participate in the program. Strikes are monitored on a rolling year basis. Each strike will drop off the cardholder’s record after one year.

Revocation of the Purchasing Card:

The purchasing card is subject to revocation at any time at the discretion of the P-Card Administrator and/or the County Judge. The P-Card Administrator will recommend to the Department Head/Elected Official that the card be revoked upon indication of any violation of the Purchasing Card policy and procedures. When a card is revoked, changes are made on-line and take effect immediately. The P-Card Administrator is the final authority if unauthorized use is discovered and such use poses a threat to Smith County and/or internal financial controls.

Consequences for failure to comply with Program Guidelines and restrictions include, but are not limited to:

Permanent revocation of your card.

Temporary revocation of your card.

Disciplinary measures up to and including termination and legal action.

Violation of the P-Card Policy will be reported to the P-Card Administrator and the County Judge. The County Judge and P- Card Administrator may suspend and/or cancel P-Card privileges at their sole discretion.

Making a Purchase

Procurement procedures permit a purchase of goods or services, if the value is \$1000.00 or less, to be made from a “vendor of choice.” This implies the possibility of not comparing sources or competition between vendors. However, it is also policy to seek competition when possible, utilize existing contracts, and seek the lowest prices within the parameters of quality and delivery. Accordingly, whenever making a P-Card purchase, the Cardholder will check sources of supply as reasonable to the situation to assure the best price and delivery. Where possible, the Purchasing Department will establish annual price agreements and identify the contract suppliers.

Cardholders will utilize the following “checklist” when making a purchase over \$1000.00:

- Purchasing Department is available to help identify available vendors if needed.
- Once a vendor is designated and that vendor confirms that the good or service is available, meets the specification and delivery requirements, etc., take the following steps:
 1. Confirm that the vendor agrees to accept Smith County P-Card.
 2. Assure that all purchases be sent to the Cardholder ordering the merchandise, as this will ensure that the documents necessary for the record keeping are readily available to the Cardholder.
 3. Assure that sales taxes and/or credit card processing fees are not added to the Purchase.

SALES TAX

- Smith County is tax exempt. The Tax Exempt Identification Number (TEID) is 75-6001155

- Cardholders are responsible for ensuring the vendor does not include sales tax in the transaction.
- If sales tax is included, the Cardholder will be responsible for ensuring that the vendor credits the sales tax back to the card no later than the following billing cycle. If multiple attempts have been made and the employee is unable to obtain a refund for the sales tax expense, the employee is required to submit a memo to explain why sales tax was charged and what attempts were made to get the monies refunded. This should be signed off by the Department Head/Elected Official before being submitted to Purchasing. The using department will be required to pay the sales tax using their budgeted funds.
- The EXCEPTION is tax paid to most hotels, airlines and other travel related merchants. Smith County is not exempt from hotel tax and certain other federal and state taxes that are not standard sales tax.
- Cardholder will be provided a copy of Smith County's tax exemption certificate. It is also available upon request and on the Smith County website.

CARDHOLDER RECORD KEEPING

- Whenever a P-Card purchase is made, documentation shall be retained as proof of the purchase. Such documentation will be used to verify Cardholder's purchases.
- When the purchase is made over the counter, the Cardholder shall retain the invoice and original "customer copy" of the charge receipt. Prior to signing the slip, the Cardholder is responsible for making sure the vendor lists the quantity and fully describes the item(s) on the charge slip or invoice.
- When making a purchase on-line, the Cardholder shall also document the transaction by printing an itemized receipt and retain all shipping documentation.
- Cardholders are required to turn in itemized credit card receipts to their Departmental Coders. All receipts must be turned in no later than 48 hours after the purchase. Failure to turn in receipts on a timely basis is considered a violation of the P-Card Policy and is subject to discipline including, but not limited to cancellation of P-Card privileges.

REVIEW OF MONTHLY TRANSACTIONS

- The Departmental Coders shall code each transaction. All **itemized** receipts shall be scanned into the assigned departmental shared drive. Departmental Coders shall ensure that all transactions listed have a matching itemized receipt. It is the responsibility of the cardholder to obtain itemized receipts. Cardholder will be responsible for transactions that do not have the appropriate receipt, and for any unauthorized transactions. Departmental Coder shall print an expense report (signed by the cardholder) detailing all coded charges and present to Elected Official/Department Head for review and approval verifying that each purchase was made in accordance with the P-Card and Purchasing Policy and that receipts exist for each purchase, the goods were received or the services were performed. Once Elected Official/Department Head signs the expense report, it shall be scanned into the assigned departmental shared drive. Signature of the Elected Official/Department Head signifies that each purchase was made in accordance with the P-Card and Purchasing Policy. This will notify the P-Card Coordinator that all transactions have been coded and approved and are ready for payment. .
- If the Cardholder does not have documentation of a transaction listed on the Expense Report, he/she shall attach a signed explanation that includes a description of the items(s) purchased, date of purchase, vendor's name and reason for lack of supporting documentation. Lack of documentation may be grounds for immediately revoking card privileges and possible disciplinary action.
- Return of Items: If an item is not satisfactory, received wrong, damaged and/or defective or is a duplicate order, the Cardholder is responsible for making contact with the vendor. Items should be returned properly to the vendor by whichever means the vendor requires. The Cardholder is responsible for verifying accurate credit is posted for any returned items. Cash refunds are not allowed.

RESOLVING BILLINGS PROBLEMS

- The Cardholders and/or Coding Coordinators are responsible for settling any disputes, clearing erroneous charges and requesting credit for returned merchandise directly with the vendor or Citibank.
- The Cardholder and/or Coding Coordinators should contact the vendor to resolve any outstanding issues. Most billing problems can be resolved promptly in this manner. If there is a charge not recognized by the cardholder or if it appears to be incorrect, the cardholder should first go back to the supplier or merchant where the purchase was made to try and resolve the

discrepancy. If the cardholder is unable to reach an agreement with the supplier or merchant, the cardholder shall complete the Smith County P-Card Dispute Form available upon request from the Purchasing Department. The completed Dispute Form shall be sent to the Purchasing Department for processing. Any dispute not settled directly with the vendor shall be reported to the Departmental Coder and the Purchasing Department for filing and tracking a formal dispute.

EXCEPTION TO CARD LIMITS

Items listed on the “Exceptions To Purchase Order Requirements” list are subject to an exception of the credit card single transaction limit. If an item is listed on the Purchase Order Exception List and a cardholder needs to make a purchase greater than \$1,000 single transaction limit, an email can be sent to purchasing requesting that the single transaction and/or the cycle limit be raised. The email must include the notification to the employee’s Department Head/Elected Official; it must include the dollar amount of the purchase being requested as well as a reason for the request. If the request meets the criteria of the exception, the employee’s single transaction limit will be raised. It is the requestor’s responsibility to notify purchasing once the charge has been made. Purchasing will then lower the limit back to the \$1,000. If the requestor has not notified the Purchasing Department within 48 hours of the initial request, Purchasing Department will automatically lower the limit at that time. **No limit will remain above \$1,000 for a period of longer than 48 hours without proper notification and approval from Purchasing Department**

Low dollar items above \$1,000 but not greater than \$4,000 where a Purchase Order is not possible

- Items \$4,000 and under can be purchased using a Credit Card using the following procedure:
- Quotes have been obtained as per the Smith County Purchasing Policy
- Vendor having the lowest quote refuses to accept a purchase order. Must submit proof to Purchasing Department.
- Email to Purchasing Department copying Department Head/Elected Official requesting to raise credit card limit. State the amount needed (must be under \$4,000) and attach proof that vendor will not accept a purchase order.

CARD SECURITY

- It is the Cardholder’s responsibility to safeguard the P-Card and account number to the same degree that a Cardholder safeguards his/her personal credit information.

- The Cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that Cardholder having his/her card revoked and may result in disciplinary action.
- If the card is lost or stolen, the Cardholder shall immediately notify the bank. Representatives are available 24 hours a day. Cardholder must advise the representative that the call is regarding a P-Card. The Coordinator must also be notified immediately.
- A new P-Card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be destroyed by the Coordinator.

CARDHOLDER SEPARATION

Prior to separation from the County, or transfer to another department, the Cardholder shall surrender the P-Card his/her approved Department Head/Elected Official. Upon its receipt, the Departmental coder shall review, and submit to the Elected Official/Department Head all pending transactions for approval, and forward the Expense Report and the P-Card to the Coordinator.

AUDIT

The Program/General Coordinator will periodically audit the cardholder transaction files and summaries. The primary purpose of the audit is to ensure compliance with the Card Program procedures and general policies of Smith County. Each cardholder is subject to random audits of expense reports, receipts and transactions. The P-Card Administrator reserves the right to randomly conduct audits of the cardholder transactions and/or statements.

EMERGENCY SITUATIONS

In an emergency situation, the Purchasing Director and/or the County Judge shall have the authority to deviate from the P-Card Policy as needed. All deviations must be documented in writing.

Adopted by Commissioners Court –01/11/2022



COOPERATIVE PURCHASING MEMBER ADDENDUM (Commercial Charge Card Services)

This Cooperative Purchasing Member Addendum (Commercial Charge Card Services) ("**Addendum**") is entered into by **Smith County**, organized under the laws of the State of Texas ("**Participant**"), and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

RECITALS

- A.** The State of Texas ("**Customer**") and U.S. Bank entered into the Commercial Account Agreement 946M4 for Commercial Charge Card Services dated May 15, 2025 (as the same may be modified, amended or amended and restated from time to time, the "**Agreement**");
- B.** Participant desires to participate as a "Participant" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and
- C.** U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Participant".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. Product Selection.

Please Select One or More Products		
<input type="checkbox"/> Corporate Travel & Expense Accounts	<input type="checkbox"/> Purchasing Accounts	<input checked="" type="checkbox"/> One Card Accounts
<input type="checkbox"/> Corporate Liability <input type="checkbox"/> Joint and Several Liability	Only Corporate Liability	Only Corporate Liability
Benefits*	Benefits*	Benefits*
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none">• \$500,000 Standard Account• \$1,000,000 Executive Account	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none">• \$250,000 Standard Account• \$1,000,000 Executive Account
Optional Enhancements	Optional Enhancements	Optional Enhancements
Virtual Pay Event Planner account** Managed Spend account** Executive account Executive Platinum account FlexPerks rewards account Central Billing account**	Virtual Pay Event Planner account Managed Spend account Central Billing account	Virtual Pay Event Planner account Managed Spend account Executive account Executive Platinum account FlexPerks rewards account Central Billing account

* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

****Available only for Corporate Liability.**

- 2. DEFINITIONS.** Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.
- 3. DESIGNATION.** Participant is hereby designated as a "Participant" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Participant" thereunder. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Participant Agreement" for purposes of the Agreement.
- 4. PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
- 4.1.** Represents and warrants that is received a copy of the Agreement;
 - 4.2.** Represents that it is a valid Cooperative Purchasing Member as defined by the State of Texas;
 - 4.3.** Represents and warrants that as of the date hereof that each of the representations and warranties made by Customer in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
 - 4.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
 - 4.5.** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
 - 4.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by Customer or any other participants; and
 - 4.7.** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.
- 5. LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that is shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. Customer shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.
- 6. NOTICES.** The notice address for Participant is:
Participant:
- | |
|---------------------------------------|
| SMITH COUNTY PURCHASING |
| 200 E. FERGUSON, SUITE 414 |
| TYLER, TEXAS 75702 |
| Attn: Jaye Latch, Purchasing Director |
- 7. CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.
- 8. BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum.

9. BREACH; CONTINUATION. Any breach by Participant of the terms of this Addendum or of the terms of the Agreement shall be a default under this Addendum permitting U.S. Bank to (i) exercise against Participant all rights and remedies available under the Agreement based upon such default and (ii) terminate this Addendum. The expiration or termination of the Agreement as to Customer or any other participant shall not terminate the Agreement as incorporated into this Addendum and such Agreement shall continue as to Participant for all purposes. However, upon such expiration or termination of the Agreement as to Customer, either U.S. Bank or Participant may at any time terminate this Addendum upon thirty (30) days' prior written notice to the other party.

10. RATIFICATION; AMENDMENT. Participant acknowledges that U.S. Bank and Customer may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of Participant and Participant shall be bound by the terms contained in any such amendments. Customer, and not U.S. Bank, shall have the sole responsibility of informing Participant of any such amendments. The failure of Customer to so inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant.

11. AUTHORIZATION AND EXECUTION. This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

Each signatory represents and warrants that (i) such signer is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	U.S. BANK
DATE: _____	DATE: _____
_____ Legal Name of Participant	_____ U.S. Bank National Association
_____ (Signature of Authorized Individual)	_____
_____ (Printed Name of Authorized Individual)	_____
_____ (Printed Title of Authorized Individual)	_____

Contract Item List**Contract Category 946M4 Charge Cards, Commercial Charge Card Services****Contract ID No. 946M4-3292****RFP No. 304T-24-946M4****U.S. Bank National Association****General**

- Credit losses are deducted from the rebate.
- Fraud losses are absorbed by U.S. Bank National Association.
- Rebates will be paid semi-annually regardless of the amount of the rebate earned.

Rebate Structure

A rebate is paid to the Customer when the file turn average is 45 days or less. File turn days are the average number of days between a charge posting and payment for that charge posting. Mathematically, file turn = sum of daily balances for the rebate period divided by the total spend for the rebate period.

- Large Ticket volume rebate: 0.80%.
- The standard volume based rebate for all other transactions, based on net charge volume for the entire program (including large ticket volume), per the chart below.

Rebate Schedule		Average Transaction Size														
Semi-Annual Spend (\$ Million)		\$0-\$99	\$100	\$150	\$200	\$250	\$300	\$350	\$400	\$450	\$500	\$550	\$600	\$650	\$700	\$750 +
	\$0-\$399	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%
	\$400	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%
	\$450	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%	1.67%
	\$500	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%	1.68%
	\$550	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%	1.69%
	\$600	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%	1.70%
	\$650	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%	1.71%
	\$700	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%	1.72%
	\$750	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%
	\$800	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%	1.74%
	\$850	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
	\$900	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%	1.76%
	\$950	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%	1.77%
	\$1,000	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%	1.78%
	\$1,100	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%	1.79%
	\$1,200	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%
	\$1,300	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%	1.81%
	\$1,400	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%	1.82%
	\$1,500+	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%	1.83%

Additional Incentives and Enhancements

Speed of Payment: An additional 0.01% rebate for each day gained to be added to the volume rebate incentives, assumes payment within 45 file turn days or less.

- 45 file turn days: 0.00%
- 44 file turn days: 0.01%
- 43 file turn days: 0.02%
- And so on.

Instructions

Sections 1, 2, 3 (Name (Print) and Title) and 4 must be filled out electronically. Fill out by clicking on the fill in the blanks and type in the information. Section 3: Signature of a U.S. Person and Date must be hand-written. The form will be rejected if not filled out correctly.

Return completed form to U.S. Bank New Vendor Set-up via e-mail or US Postal Mail as indicated on the instruction page.

Vendor Number: _____

Section 1: W-9

Must be completed and returned for payments to be processed

SMITH COUNTY

1 Name (as shown on your income tax return)

2 Business name/disregarded entity, if different from above

200 E. FERGUSON ST., SUITE 414

TYLER

TX

75702

3 Address

200 E. FERGUSON ST., SUITE 414

TYLER

TX

75702

4 Payment Remittance Address

City

State

ZIP

903-590-4720

purchasing@smith-county.com

5 Phone

6 Email

7 Federal Taxpayer Identification Number (TIN)*

TIN Type (Check one)

☐ Social Security Number ☒ Employer Identification Number

***MUST match the name given on line 1 to avoid backup withholding**

8 Federal Tax Classification

☐ Individual/Sole Proprietorship or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/Estate

☐ Other, please specify _____

10 Exemptions

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

9 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P= Partnership) _____

Reference **Section 1: W-9 Information** for details regarding LLC and classification.

Section 2: Payment Options

☐ Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

E-mail address1 (to receive electronic remittance advices)

E-mail address2

Checking Account Information (Please attach a voided check or copy of a check with MICR coding)

Routing/ABA Number

Account Number

Bank Name

Branch

City

State

ZIP

Phone

☐ Check this box if you are interested in the virtual credit card option.

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Section 3: Certification

Under penalties of perjury, I certify that:

1. The number show on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to back up withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FACTA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. An ink signature is required for this form to be processed. U.S. Bank's policy does not accept W-9 forms with electronic signatures, unless the electronic system is implemented and controlled by U.S. Bank. Please sign with an ink signature below.

Name (Print): _____ Title: _____

Signature of a U.S. person _____ Date _____

Section 4: MWBEs, DVBEs & DOBEs

Minority and Women Owned Business Enterprises (MWBE) - U. S. Bank is committed to building relationships with certified MWBEs, defined as companies that are at least 51 percent owned, controlled and managed by one or more of the following categories - African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Woman. Please include a copy of certification.

Disabled Veteran Business Enterprise (DVBE) - The law defines a disabled veteran as a United States military, naval or air service veteran with a service related disability of at least 10 percent. Please include a copy of certification.

Disabled Owned Business Enterprise (DOBE) - A disabled-owned business is a business that is at least 51 percent owned, controlled and operated by an individual or individuals who are disabled. Please include a copy of certification.

Section 4: MWBE, DVBE & DOBE

Is your company certified as a minority/ woman owned business?

☐ No ☐ Yes (if yes, a copy of your minority/woman owned certification MUST BE INCLUDED)

MWBE Business Status (check all that apply):

☐ African American

☐ Asian Pacific American

☐ Native American

☐ Hispanic American

☐ Asian Indian American

☐ Woman

Is your company certified as a Disabled Veteran Business Enterprise?

☐ No ☐ Yes (if yes, a copy of your DVBE certification MUST BE INCLUDED)

Is your company certified as a Disabled Owned Business Enterprise?

☐ No ☐ Yes (if yes, a copy of your DOBE certification MUST BE INCLUDED)

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

U.S. Bank W-9 & Related Information

Form instructions

Vendor Number: To be completed by U.S. Bank's Corporate Payables department.

Section 1: W-9 information

U.S. Bank requires your taxpayer identification number (TIN) to report on an information return the amount paid to you, or other income reportable on an information return. Please complete Section 1 in its entirety. A federal tax classification *must* be selected. If exemptions from backup withholding (exempt payee codes) or Foreign Account Tax Compliance Act (FATCA) reporting (FATCA reporting codes) apply to you, please ensure that the exemption code is entered. The FATCA reporting code is only for vendor invoices originated outside the U.S.

Exempt payee codes:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, District of Columbia, or a possession of the United States
- 7 – A futures in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the investment Company Act of 1940
- 10 – A common trust operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Exemption from FATCA reporting code:

- A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B – The United States or any of its agencies or instrumentalities
- C – A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E – A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G – A real estate investment trust
- H – A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I – A common trust fund as defined in section 584(a)
- J – A bank as defined in section 581
- K – A broker
- L – A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported.

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3. For a single-member owner, check the appropriate box for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box or the tax classification of its owner.

If the entity/person on line 1 is a(n)....	THEN check the box for...
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	Limited liability company and enter the appropriate tax classification (P=Partnership; C= C corporation; or S= S corporation)
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Section 2: Payment Options

ACH, will allow U.S. Bank to pay you (vendor) through an automated electronic deposit into your preferred checking/savings account. *Please acquire your routing number and account number from a check (not from a deposit slip).* A virtual credit card options is also available should you already be a Visa acceptor. A remittance advice detailing the invoice number(s), date and dollar amount will be sent to you via e-mail (if provided) or by mail when the electronic payment has been sent to your account. If you are interested in the virtual credit card, contact us for more information at corporatepayablesnewvendorgroup@usbank.com.

Submission

Please submit the completed form to Corporate Payables New Vendor Group. U.S. Bank will not process pending invoices or Expense Check Requisitions without a properly completed W-9 form on file.

E-mail CorporatePayablesNewVendorGroup@usbank.com



Corporate Payables
(Phone) 855-267-7729
Corporatepayablesnewvendorgroup@usbank.com

Effective 04/2021

6

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

Submission Date: 08/07/2025	Submitted by: T. Wilson
Meeting Date: 08/12/2025	Department: Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Surplus Firearms - Trade in Sentinel Supply Co.	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an order authorizing the sale/trade of County owned surplus firearms to Sentinel Supply a Federal Firearms Licensee and authorize the County Judge to sign all necessary documentation.	
Background: Throughout the past several years, the Sheriff's Office has accumulated multiple firearms both through purchase as well as forfeiture. The Smith County Sheriff's Office recently purchased sidearms and rifles for all commissioned deputies. Due to the possibility of additional personnel being added to courthouse security and bailiff for the courts, the sale/trade will facilitate the purchase of new county issued firearms without an impact to the upcoming FY-26 budget. Sentinel is a federally licensed firearms dealer and therefore is a very suitable business through which to procure needed firearms for anticipated full time commissioned employees. The funds received from the sale of the firearms will allow for the purchase of new Sig Sauer rifles for the Narcotics Division as well as firearms for potential new courthouse bailiff/security positions at no negative impact to the current or upcoming budget.	
Financial and Operational Impact: Sentinel Supply would like to offer \$7855.00 in agency store credit for the above listed firearms. Values on these firearms are "fair market" trade-in and based on the serviceability, function, and general condition of the firearms as observed during our appraisal. Credit can be redeemed once this trade-in estimate has been approved and finalized by Smith Co SO. Sentinel Supply will provide transfer and shipping of all firearms in this estimate. Place holder for shop credit of \$7855.00	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



STATE OF TEXAS
COUNTY OF SMITH

§
§
§

IN THE COMMISSIONERS COURT

**ORDER FOR DISPOSITION OF COUNTY SURPLUS
PROPERTY BY AUCTION
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 263.152**

WHEREAS, Texas Local Government Code §263.152 regarding the disposal of county property requires the Commissioners Court to make certain determinations;

WHEREAS, the Smith County Sheriff's Office has determined that the following items listed in Exhibit A are hereby determined to be surplus property, as defined by Texas Local Government Code, § 263.151;

WHEREAS, it is in the best interest of the county to trade in new property of the same general type; and

WHEREAS, on the 12th Day of August 2025, the Smith County Commissioners Court authorized the Smith County Sheriff's Office to trade-in the firearms listed in Exhibit A, for a credit towards the purchase of new firearms for use by the Smith County Sheriff's Office pursuant to Texas Local Government Code, Chapter 263, Subchapter D.

APPROVED AND SIGNED THIS ____ DAY OF _____, 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**

**ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK**



CTC Gunworks dba Sentinel Supply
3200 North Freeway
Houston, TX 77009
accounting@sentinel-supply.com
713-936-1970
<https://www.sentinel-supply.com>

Estimate

Date	Estimate #
7/23/2025	5266

Name / Address
Smith County Sheriff's Office 227 N Spring Ave, Tyler, TX 75702

Ship To
Smith County Sheriff's Office Attn: Jonathan Peters 227 N Spring Ave, Tyler, TX 75702

Item	Description	Qty	Rate	Total
Agency Firearm Trade-In	Bushmaster XM15-E2S223 5.56BK1704569		-150.00	-150.00
Agency Firearm Trade-In	Bushmaster XM15-E2S223 5.56L381415		-150.00	-150.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE360827		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE360823		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361214		-200.00	-200.00
Agency Firearm Trade-In	Bushmaster XM15-E2S223 5.56L381194		-150.00	-150.00
Agency Firearm Trade-In	Mossbeg 500A12gaP692209		-50.00	-50.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE319728		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE320608		-200.00	-200.00
Agency Credit	<p>Sentinel Supply would like to offer \$7855.00 in agency store credit for the above listed firearms. Values on these firearms are "fair market" trade-in and based on the servicability, function, and general condition of the firearms as observed during our appraisal.</p> <p>Credit can be redeemed once this trade-in estimate has been approved and finalized by Smith CoSO.</p> <p>Sentinel Supply will provide transfer and shipping of all firearms in this estimate.</p> <p>Place holder for shop credit of \$7855.00</p>		7,855.00	7,855.00

All Sales Are Final. Quote is valid for 30 days.
Texas Comptroller CMBL # 18432955625
All Credit Card Purchases to incur a 3% additional fee

Women Owned/HUB Certified Business 24-04-16231



Subtotal	\$0.00
Sales Tax (8.25%)	\$0.00
Total	\$0.00

ESTIMATE TERMS & CONDITIONS:

<https://sentinel-supply.com/wp-content/uploads/2025/03/Estimate-Terms-Conditions-Sentinel-Supply-LLC.pdf>



SENTINEL SUPPLY

CTC Gunworks dba Sentinel Supply
3200 North Freeway
Houston, TX 77009
accounting@sentinel-supply.com
713-936-1970
<https://www.sentinel-supply.com>

Estimate

Date	Estimate #
7/23/2025	5266

Name / Address
Smith County Sheriff's Office 227 N Spring Ave, Tyler, TX 75702

Ship To
Smith County Sheriff's Office Attn: Jonathan Peters 227 N Spring Ave, Tyler, TX 75702

Item	Description	Qty	Rate	Total
Agency Firearm Trade-In	Smith & Wesson 300012gaFC48212 (damaged firearm with little or no resale value)		0.00	0.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361197		-400.00	-400.00
Agency Firearm Trade-In	GlockG459mmBWLY064		-200.00	-200.00
Agency Firearm Trade-In	GlockG459mmBWLY066		-250.00	-250.00
Agency Firearm Trade-In	GlockG459mmBWLY065		-250.00	-250.00
Agency Firearm Trade-In	Bushmaster XM15-E2S223 5.56BK1704548		-150.00	-150.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361220		-200.00	-200.00
Agency Firearm Trade-In	Bushmaster XM15-E2S223 5.56L381237		-150.00	-150.00
Agency Firearm Trade-In	Bushmaster XM15-E2S223 5.56L381238		-150.00	-150.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361220		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361149		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361188		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE360911		-200.00	-200.00
Agency Firearm Trade-In	Colt M4 Carbine5.56LE361308		-200.00	-200.00



Subtotal
Sales Tax (8.25%)
Total

ESTIMATE TERMS & CONDITIONS:

<https://sentinel-supply.com/wp-content/uploads/2025/03/Estimate-Terms-Conditions-Sentinel-Supply-LLC.pdf>



SENTINEL
SUPPLY

CTC Gunworks dba Sentinel Supply
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accounting@sentinel-supply.com
713-936-1970
<https://www.sentinel-supply.com>

Estimate

Date	Estimate #
7/23/2025	5266

Name / Address
Smith County Sheriff's Office 227 N Spring Ave, Tyler, TX 75702

Ship To
Smith County Sheriff's Office Attn: Jonathan Peters 227 N Spring Ave, Tyler, TX 75702

Item	Description	Qty	Rate	Total
Agency Firearm Trade-In	Smith & WessonMod 10 (or pre 10).38 SPCLC 102309		-25.00	-25.00
Agency Firearm Trade-In	TaurusMod 850.38 SPCLAX87208		-25.00	-25.00
Agency Firearm Trade-In	Rossi Mod 44C.44 MagF2715166		-15.00	-15.00
Agency Firearm Trade-In	Taurus The Judge 45/410DX313210		-100.00	-100.00
Agency Firearm Trade-In	Rock Island ArmoryM200.38 SPCLRIA1870222		-25.00	-25.00
Agency Firearm Trade-In	Pietro Berretta92FS9mmA182636Z		-150.00	-150.00
Agency Firearm Trade-In	Colt MKIV Series 80 Officers.45 ACPSF24528		-150.00	-150.00
Agency Firearm Trade-In	Rock Island ArmoryM-1911-A1.45 ACPRIA1558718		-20.00	-20.00
Agency Firearm Trade-In	Ruger Mini-145.56/223184-63787		-350.00	-350.00
Agency Firearm Trade-In	SakoL61R Finnbear.270 Win24858		-450.00	-450.00
Agency Firearm Trade-In	GlockG199mmG101285		-125.00	-125.00
Agency Firearm Trade-In	Ruger 22 45 MK II22LR228-12222		-150.00	-150.00
Agency Firearm Trade-In	Winchester Mod 12 12gaUnk/Pre Seral Number		-100.00	-100.00
Agency Firearm Trade-In	Winchester9430-304702237		-75.00	-75.00
Agency Firearm Trade-In	Smith & WessonM&P Shield 99mmHXX4921		-40.00	-40.00



Subtotal
Sales Tax (8.25%)
Total

ESTIMATE TERMS & CONDITIONS:

<https://sentinel-supply.com/wp-content/uploads/2025/03/Estimate-Terms-Conditions-Sentinel-Supply-LLC.pdf>



SENTINEL SUPPLY

CTC Gunworks dba Sentinel Supply
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<https://www.sentinel-supply.com>

Estimate

Date	Estimate #
7/23/2025	5266

Name / Address
Smith County Sheriff's Office 227 N Spring Ave, Tyler, TX 75702

Ship To
Smith County Sheriff's Office Attn: Jonathan Peters 227 N Spring Ave, Tyler, TX 75702

Item	Description	Qty	Rate	Total
Agency Firearm Trade-In	Winchester Model 1 Super X12gaM63136		-75.00	-75.00
Agency Firearm Trade-In	Remington 110012gaN454022V		-10.00	-10.00
Agency Firearm Trade-In	Marlin Mod 33630-3024077084		-50.00	-50.00
Agency Firearm Trade-In	WASR(10 / 63)7.62x391966RS0373		-300.00	-300.00
Agency Firearm Trade-In	Marlin Mod 33630-3019079137		-105.00	-105.00
Agency Firearm Trade-In	Marlin Mod 33630-30H10109		-175.00	-175.00
Agency Firearm Trade-In	Henry H00122LR408226H		-75.00	-75.00
Agency Firearm Trade-In	BenelliSuper Black Eagle12gaUO36129		-400.00	-400.00
Agency Firearm Trade-In	Norinko SKS7.62x39Unk		-150.00	-150.00
Agency Firearm Trade-In	Mosin-NagantM387.62x54RKK3349		-50.00	-50.00
Agency Firearm Trade-In	Mosin-NagantM387.62x54RZYA2209		-40.00	-40.00
Agency Firearm Trade-In	Smith & WessonMod 15-3.38 SPSClk999120		-150.00	-150.00
Agency Firearm Trade-In	TaurusMod 66.357 Mag78912		-100.00	-100.00
Agency Firearm Trade-In	Smith & WessonMod 10-3.38 SPCLD688148		-100.00	-100.00
Agency Firearm Trade-In	Colt / WaltherGovernemnt Model22.LRLK004229		-25.00	-25.00



Subtotal
Sales Tax (8.25%)
Total

ESTIMATE TERMS & CONDITIONS:

<https://sentinel-supply.com/wp-content/uploads/2025/03/Estimate-Terms-Conditions-Sentinel-Supply-LLC.pdf>

7

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

Submission Date: 8/6/2025	Submitted by: Rachel McCord
Meeting Date: 8/12/2025	Department: Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Request for approval for submission of SB22 Grant	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Discuss, consider and approve the submission of a law enforcement grant (SB 22) on behalf of the Smith County Sheriff's Office in the amount of \$500,000.	
Background: Senate Bill (SB) 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.	
Financial and Operational Impact: The SB 22 grant does not require matching funds from the County, except in certain situations for manpower for benefits.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Thomas Wilson	Email: twilson@smith-county.com
Name: Karin Smith	Email: ksmith@smith-county.com
Name: Jaye Latch	Email: jlatch@smith-county.com
Name: Amanda Deck	Email: adeck@smith-county.com

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

SUBMIT

Office Use Only
Agenda Item # _____

RURAL LAW ENFORCEMENT GRANTS

Senate Bill (SB) 22

Senate Bill (SB) 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

Sheriff's Office Eligibility

For sheriff's offices, a qualified county is eligible for the following:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000;
or
- ***\$500,000 if the county has a population of 50,000 or more and 300,000 or less.***

Salaries for sheriff's office employees must be given priority over other uses.

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of:
- \$75,000 for a county sheriff;
- \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;
- \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- Increase the salary of those listed above;
- hire additional deputies or staff for the sheriff's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office.

Before it can authorize the use of the grant money for the other allowable expenses, the county must first use the grant money to meet minimum annual salaries of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county.

Counties may use grant funds to increase salaries for those listed in Local Govt. Code Section 130.911(e)(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part-time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 08/06/2025	Submitted by: T. Wilson
Meeting Date: 08/12/2025	Department: FCIC
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: D&M Leasing FCIC - New Employee Vehicle Leases	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to approve lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C d/b/a D&M Commercial Leasing for nine (9) FCIC vehicles in totaling \$590,925.96 and authorize the County Judge to sign all necessary documentation.	
Background: The lease agreement with D&M Leasing for 9 FCIC vehicles for a 36 month term. These vehicles are for new FCIC Employees, as approved in the most recent State Budget. All Funds are provided by the State through TDLR, at no cost to the County.	
Financial and Operational Impact: see enclosed excel spreadsheet for details. The total lease cost for all 9 vehicles is \$590,925.96.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Open-End (Equity) Lease Quote

Quote: 30465

Prepared For: Smith County, Texas

Date: 07/29/2025

Unit#: 30465

Quantity: 1

Unit: 2025 GMC SIERRA 1500 4WD Crew Cab AT4

Order Type: Ordered

Term: 36

State: TX

Customer#: 7959

Schedule#: 11.00

\$ 70,952.59	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 49.75	Initial License and Registration Fees
\$ 10,525.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 81,527.34	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 2,750.00	Rebate
\$ 78,777.34	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **Hamilton**
Ext Color **Black**
Int Color **Black**
License
GVWR **0**



\$ 1,251.54 Depreciation Reserve @ 1.589%
\$ 358.71 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,610.25 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

\$ 145.85 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 145.85 **Additional Services Sub Total**

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,756.10 **Total Monthly Rental Including Additional Services**

\$ 33,721.74 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

Adam Colby

TITLE

DATE

07/29/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30465

Date: 07/29/2025

Unit: 2025 GMC SIERRA 1500 4WD Crew Cab AT4

Description	(B)illed or (C)apped	Price
Delivery/Transport - from dealer to upfitter	C	\$ 375.00
Anticipated Pro - Rata	C	\$ 750.00
Anticipated Interim Interest	C	\$ 500.00
Upfit	C	\$ 8,900.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 10,525.00
Total of All Added Equipment and Other Charges		\$ 10,525.00



Open-End (Equity) Lease Quote

Quote: 30518

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30518

Quantity: 1

Unit: 2026 Tundra Limited i-Force 4x4

Order Type: In Stock Term: 36 State: TX

Customer#: 7959

Schedule#: 15.00

\$ 71,627.48	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 250.00	Initial License and Registration Fees
\$ 9,244.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 81,121.48	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 81,121.48	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver Lenckus
Ext Color Lunar
Int Color Dark
License
GVWR 0



\$ 1,336.71 Depreciation Reserve @ 1.648%
\$ 362.58 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,699.29 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 Additional Services Sub Total

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,834.29 Total Monthly Rental Including Additional Services

\$ 33,000.00 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

Adam Colby

TITLE

DATE

09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30518

Date: 09/01/2025

Unit: 2026 Tundra Limited i-Force 4x4

Description	(B)illed or (C)apped	Price
Delivery/Transport	C	\$ 344.00
Upfit	C	\$ 8,900.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 9,244.00
Total of All Added Equipment and Other Charges		\$ 9,244.00



Open-End (Equity) Lease Quote

Quote: 30448

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30448

Quantity: 1

Unit: 2025 Ford Trucks F-150 4WD SuperCrew STX

Order Type: Ordered

Term: 36

State: TX

Customer#: 7959

Schedule#: 9.00

\$ 63,190.44	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 21.75	Initial License and Registration Fees
\$ 9,103.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 72,315.19	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 500.00	Rebate
\$ 71,815.19	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **Robertson**
Ext Color **Gray**
Int Color **Black**
License
GVWR **0**



\$ 1,251.47 Depreciation Reserve @ 1.743%
\$ 311.07 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,562.54 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 **Additional Services Sub Total**

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,697.54 **Total Monthly Rental Including Additional Services**

\$ 26,762.20 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

Adam Colby

TITLE

DATE

09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30448

Date: 09/01/2025

Unit: 2025 Ford Trucks F-150 4WD SuperCrew STX

Description	(B)illed or (C)apped	Price
Delivery/Transport - from dealer to upfitter	C	\$ 285.00
Upfit - Gun Box	C	\$ 8,103.00
Retractable Tonneau Cover - Dealer installed \$2595	C	\$ 0.00
Bedliner - Dealer installed \$695	C	\$ 0.00
Anticipated Pro - Rata	C	\$ 715.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 9,103.00
Total of All Added Equipment and Other Charges		\$ 9,103.00



Open-End (Equity) Lease Quote

Quote: 30447

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30447

Quantity: 1

Unit: 2025 Ford Trucks F-150 4WD SuperCrew XLT

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 8.00

\$ 66,677.06	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 250.00	Initial License and Registration Fees
\$ 9,138.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 76,065.06	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 2,000.00	Rebate
\$ 74,065.06	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **Strande**
Ext Color **Gray**
Int Color **Black**
License
GVWR **0**



\$ 1,313.97 Depreciation Reserve @ 1.774%
\$ 321.04 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,635.01 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 **Additional Services Sub Total**

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,770.01 **Total Monthly Rental Including Additional Services**

\$ 26,762.00 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

Adam Colby

TITLE

DATE

09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30447

Date: 09/01/2025

Unit: 2025 Ford Trucks F-150 4WD SuperCrew XLT

Description	(B)illed or (C)apped	Price
Delivery/Transport - from dealer to upfitter	C	\$ 285.00
Upfit	C	\$ 8,103.00
Upfit - Ford in Colnsole Vault - Dealer installed \$550	C	\$ 0.00
Soft folding Tonneau Cover - Dealer installed \$1295	C	\$ 0.00
Anticipated Pro - Rata	C	\$ 750.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 9,138.00
Total of All Added Equipment and Other Charges		\$ 9,138.00



Open-End (Equity) Lease Quote

Quote: 30515

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30515

Quantity: 1

Unit: 2025 GMC YUKON 4WD 4dr Wgn Elevation

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 12.00

\$ 77,854.76	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 279.75	Initial License and Registration Fees
\$ 7,863.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 85,997.51	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 85,997.51	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver Tippie
Ext Color Sterling
Int Color Black
License
GVWR 0



\$ 1,499.93 Depreciation Reserve @ 1.744%
\$ 378.97 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,878.90 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 Additional Services Sub Total

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 2,013.90 Total Monthly Rental Including Additional Services

\$ 32,000.00 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

Adam Colby

TITLE

DATE

09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30515

Date: 09/01/2025

Unit: 2025 GMC YUKON 4WD 4dr Wgn Elevation

Description	(B)illed or (C)apped	Price
Delivery/Transport	C	\$ 344.00
Upfit	C	\$ 7,519.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 7,863.00
Total of All Added Equipment and Other Charges		\$ 7,863.00



Open-End (Equity) Lease Quote

Quote: 30459

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30459

Quantity: 1

Unit: 2025 Ford Trucks F-150 4WD SuperCrew XLT

Order Type: Ordered

Term: 36

State: TX

Customer#: 7959

Schedule#: 10.00

\$ 71,460.74	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 21.75	Initial License and Registration Fees
\$ 9,138.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 80,620.49	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 2,000.00	Rebate
\$ 78,620.49	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **Wagner**
Ext Color **Silver**
Int Color **Black**
License
GVWR **0**



\$ 1,440.51 Depreciation Reserve @ 1.832%
\$ 335.85 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,776.36 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 **Additional Services Sub Total**

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,911.36 **Total Monthly Rental Including Additional Services**

\$ 26,762.00 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY Adam Colby TITLE

DATE 09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 30459

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30459

Unit: 2025 Ford Trucks F-150 4WD SuperCrew XLT

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Delivery/Transport - from dealer to upfitter	C	\$ 285.00
Gun Box	C	\$ 8,103.00
Tonneau Cover Hard Folding - Dealer installed \$1895	C	\$ 0.00
Bedliner - Dealer installed \$695	C	\$ 0.00
Wheel Locks - Dealer installed \$99	C	\$ 0.00
Vault - Dealer installed \$550	C	\$ 0.00
Floor Liners - Dealer installed \$139	C	\$ 0.00
Anticipated Pro - Rata	C	\$ 750.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 9,138.00
Total of All Added Equipment and Other Charges		\$ 9,138.00



Open-End (Equity) Lease Quote

Quote: 30171

Prepared For: Smith County, Texas

Date: 07/10/2025

Unit#: 30171

Quantity: 1

Unit: 2025 Toyota TUNDRA HYBRID CrewMax TRD Pro AWD

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 7.00

\$ 78,421.85	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 83.00	Initial License and Registration Fees
\$ 9,385.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 87,889.85	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 87,889.85	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver
Ext Color **Mudbath**
Int Color **Black**
License
GVWR **0**



\$ 1,565.07 Depreciation Reserve @ 1.781%
\$ 381.88 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,946.95 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

\$ 135.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0700 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 135.00 **Additional Services Sub Total**

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 2,081.95 **Total Monthly Rental Including Additional Services**

\$ 31,547.20 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

TITLE

DATE

07/10/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 30171

Prepared For: Smith County, Texas

Date: 07/10/2025

Unit#: 30171

Unit: 2025 Toyota TUNDRA HYBRID CrewMax TRD Pro AWD

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Delivery/Transport - from dealer to upfitter	C	\$ 695.00
Interim Interest	C	\$ 0.00
Upfit	C	\$ 8,690.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 9,385.00
Total of All Added Equipment and Other Charges		\$ 9,385.00



Open-End (Equity) Lease Quote

Quote: 30513

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30513

Quantity: 1

Unit: 2025 Toyota 4RUNNER 4WD 4dr Wgn TRD Off Road Premium

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 13.00

\$ 63,269.85	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 250.00	Initial License and Registration Fees
\$ 7,528.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 71,047.85	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 71,047.85	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **Haecker**
Ext Color **Underground**
Int Color **Black**
License
GVWR **0**



\$ 1,209.66 Depreciation Reserve @ 1.703%
\$ 312.01 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,521.67 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

\$ 115.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0600 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 115.00 **Additional Services Sub Total**

\$ 0.00 Monthly Sales Tax 0.00%
\$ 0.00 Total Monthly Insurance

\$ 1,636.67 **Total Monthly Rental Including Additional Services**

\$ 27,500.00 Reduced Book Value at 36 Months
\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)
\$ 0.00 Physical Damage (Estimate Only)
Liability Limit \$ 0.00
Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY Adam Colby TITLE

DATE 09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30513

Date: 09/01/2025

Unit: 2025 Toyota 4RUNNER 4WD 4dr Wgn TRD Off Road Premium

Description	(B)illed or (C)apped	Price
Delivery/Transport	C	\$ 344.00
Upfit	C	\$ 7,184.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 7,528.00
Total of All Added Equipment and Other Charges		\$ 7,528.00



Open-End (Equity) Lease Quote

Quote: 30514

Prepared For: Smith County, Texas

Date: 09/01/2025

Unit#: 30514

Quantity: 1

Unit: 2025 Toyota 4RUNNER 4WD 4dr Wgn TRD Off Road Premium

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 14.00

\$ 65,617.35	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 250.00	Initial License and Registration Fees
\$ 7,528.00	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 73,395.35	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 73,395.35	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver Schlosser
Ext Color Cutting
Int Color Black
License
GVWR 0



\$ 1,274.87 Depreciation Reserve @ 1.737%
\$ 322.92 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,597.79 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

\$ 115.00 Full Maintenance Program³
\$ 0.00 Miscellaneous

Contract Miles 75,000
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge \$ 0.0600 / Mile
#Tires 0 Loaner Vehicle Not Incl

\$ 115.00 Additional Services Sub Total

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,712.79 Total Monthly Rental Including Additional Services

\$ 27,500.00 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Smith County, Texas

BY

Adam Colby

TITLE

DATE

09/01/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 30514

Date: 09/01/2025

Unit: 2025 Toyota 4RUNNER 4WD 4dr Wgn TRD Off Road Premium

Description	(B)illed or (C)apped	Price
Delivery/Transport	C	\$ 344.00
Upfit	C	\$ 7,184.00
Total Charges (B)illed		\$ 0.00
Total Charges (C)apitalized		\$ 7,528.00
Total of All Added Equipment and Other Charges		\$ 7,528.00



Unit Number	Department / Vehicle Usage	Vehicle	Vehicle Capitalized Cost	Total Upfit Cost	Total Capitalized Cost (Vehicle & Upfit)	Lease Term	BASE Monthly Payment	Full Maintenance Monthly Cost	Total Monthly Payment	Total Yearly Payment Per Vehicle	Residual Value at Lease Term	Market Value	Equity	Quantity of units needed	Annual Payment based on quantity of units	Total of Payments over 36-Mths for PO
30513	Haecker	4Runner - Vehicle shipped and eta around 8/18	\$63,863.85	\$7,184.00	\$71,047.85	36	\$1,521.67	\$115.00	\$1,636.67	\$19,640.04	\$27,500.00	\$32,000.00	\$4,500.00	1	\$19,640.04	\$58,920.12
30514	Schlosser	4Runner - vehicle on the ground	\$66,211.35	\$7,184.00	\$73,395.35	36	\$1,597.79	\$115.00	\$1,712.79	\$20,553.48	\$27,500.00	\$32,000.00	\$4,500.00	1	\$20,553.48	\$61,660.44
30448	Robertson	F150	\$63,712.19	\$8,103.00	\$71,815.19	36	\$1,562.54	\$135.00	\$1,697.54	\$20,370.48	\$26,762.00	\$30,000.00	\$3,238.00	1	\$20,370.48	\$61,111.44
30447	Strande	F150	\$65,962.06	\$8,103.00	\$74,065.06	36	\$1,635.01	\$135.00	\$1,770.01	\$21,240.12	\$26,762.00	\$30,000.00	\$3,238.00	1	\$21,240.12	\$63,720.36
30459	Wagner	F150	\$70,517.49	\$8,103.00	\$78,620.49	36	\$1,776.36	\$135.00	\$1,911.36	\$22,936.32	\$26,762.00	\$30,000.00	\$3,238.00	1	\$22,936.32	\$68,808.96
30171	Hayden	Tundra	\$79,199.85	\$8,690.00	\$87,889.85	36	\$1,946.95	\$135.00	\$2,081.95	\$24,983.40	\$31,547.00	\$36,547.00	\$5,000.00	1	\$24,983.40	\$74,950.20
30518	Lenckus	Tundra - eta 8/25/25	\$72,221.48	\$8,900.00	\$81,121.48	36	\$1,699.29	\$135.00	\$1,834.29	\$22,011.48	\$33,000.00	\$37,500.00	\$4,500.00	1	\$22,011.48	\$66,034.44
30515	Tippie	Yukon	\$78,478.51	\$7,519.00	\$85,997.51	36	\$1,878.90	\$135.00	\$2,013.90	\$24,166.80	\$32,000.00	\$38,000.00	\$6,000.00	1	\$24,166.80	\$72,500.40
30465	Hamilton	Sierra	\$69,877.34	\$8,900.00	\$78,777.34	36	\$1,610.25	\$145.85	\$1,756.10	\$21,073.20	\$33,721.00	\$40,000.00	\$6,279.00	1	\$21,073.20	\$63,219.60
			\$130,075.20	\$14,368.00	\$144,443.20		\$15,228.76		\$15,228.76	\$196,975.32			\$40,493.00	9	\$196,975.32	\$590,925.96

9

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/07/2025	Submitted by: T. Wilson
Meeting Date: 08/12/2025	Department: Pct. 2 Constable - Wayne Allen
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Tex. Gov't Code, Chap. 614, Subchapter D - Retiree Duty Weapon Purchase	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an Order Authorizing the Purchase of a Firearm by Honorably Retired Peace Officer, Pursuant to Texas Government Code, Chapter 614, Subchapter D.	
Background: Texas Government Code Chapter 614, Subchapter D, authorizes the County to sell to an Honorably retired officer, their duty weapon after making specific findings. I have enclosed a copy of the statute that authorizes these action. Pct. 2 Deputy Constable, Steve Dunklin is planning to retire in late August. Constable Wayne Allen has approved, and is awaiting Commissioners Court approval to sale the Glock Model 45, 9mm issued to Deputy Constable Steve Dunklin. Enclosed is an order authorizing the sale, upon Steve Dunklin's retirement.	
Financial and Operational Impact: The Commissioners Court is required to authorize the sale and issue an order setting the sale price at a price no more than fair market value. Currently prices for the same make and model range from approximately \$600 for new firearms to approximately \$360 for used. The County initially paid approximately \$480 1 year ago for this firearm. The Commissioners Court must set a value for the firearm at no more than FMV.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



STATE OF TEXAS

IN THE COMMISSIONERS COURT

COUNTY OF SMITH

§
§
§

**ORDER AUTHORIZING THE PURCHASE OF A FIREARM BY HONORABLY
RETIRED PEACE OFFICER
PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 614, SUBCHAPTER D**

WHEREAS, Texas Government Code Chapter, 614, Subchapter D authorizes the governing body of Smith County to allow the sale of a firearm that was previously issued to an honorably retired officer; and

WHEREAS, Smith County Constable Wayne Allen, desires for honorably retiring Precinct 2 Deputy Constable, Steve Dunklin to be authorized to purchase the County issued Glock Model 45, 9mm pistol pursuant to Texas Government Code, Chapter 614, Subchapter D; and

WHEREAS, Smith County Commissioners Court shall establish an amount not to exceed fair market value.

NOW, THEREFORE, BE IT RESOLVED BY THE SMITH COUNTY COMMISSIONERS COURT:

1. Precinct 2 Deputy Constable, Steve Dunklin is a commissioned peace officer for Smith County Constable Precinct 2.
2. The Glock Model 45, 9mm pistol was issued to him as his duty weapon.
3. The firearm is not a prohibited weapon pursuant to Section 46.05, of the Texas Penal Code.
4. Upon the effective date of becoming an Honorably Retired Peace Officer. Steve Dunklin shall be authorized to purchase from the County his previously issued Glock Model 45, 9mm pistol, for \$_____, which has been determined to not exceed the current fair market value for that particular make and model in the same or similar condition.

SIGNED THIS ____ DAY OF _____, 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**

**ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK**

SUBCHAPTER D. PURCHASE OF FIREARM OR UNIFORM OF HONORABLY RETIRED,
MEDICALLY DISCHARGED, OR DECEASED PEACE OFFICER

Sec. 614.0505. DEFINITION. In this subchapter, "governmental entity" means a state agency, a county, a municipality, or a joint board for which the constituent agencies are populous home-rule municipalities.

Added by Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 2, eff. September 1, 2015.

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.

(a) An individual may purchase a firearm from a governmental entity if:

- (1) the individual was a peace officer commissioned by the entity;
- (2) the individual was honorably retired from the individual's commission by the entity;
- (3) the firearm had been previously issued to the individual by the entity; and
- (4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 3, eff. September 1, 2015.

Sec. 614.052. PURCHASE OF FIREARM BY SURVIVING SPOUSE, CHILD, OR PARENT OF DECEASED PEACE OFFICER. (a) An individual listed under Subsection (b) may purchase a firearm from a governmental entity if:

- (1) the firearm had been previously issued by the entity to a peace officer commissioned by the entity who died while commissioned, without regard to whether the officer died while discharging the officer's official duties; and
- (2) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) Individuals who may purchase the firearm under Subsection (a) are, in order of precedence:

- (1) the surviving spouse of the deceased peace officer;

- (2) a child of the deceased peace officer; and
- (3) a parent of the deceased peace officer.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.38, eff. Sept. 1, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 4, eff. September 1, 2015.

Sec. 614.053. PURCHASE PRICE OF FIREARM. A governmental entity shall establish the amount, which may not exceed fair market value, for which a firearm may be purchased under this subchapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 5, eff. September 1, 2015.

Sec. 614.054. WHEN FIREARM MAY BE PURCHASED; DELAY OF SALE BY GOVERNMENTAL ENTITY. (a) Except as provided by Subsection (b), an individual must purchase a firearm under Section 614.051 before the second anniversary of the date of the person's retirement or under Section 614.052 before the second anniversary of the date of the officer's death.

(b) A governmental entity that cannot immediately replace the firearm may delay the sale of the firearm until the entity can replace the firearm.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 6, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 7, eff. September 1, 2015.

Sec. 614.055. PURCHASE OF UNIFORM ISSUED TO HONORABLY RETIRED AND CERTAIN MEDICALLY DISCHARGED STATE PEACE OFFICERS. (a) An individual may purchase a uniform from a state agency if:

(1) the individual was a peace officer commissioned by the agency;

(2) the individual was honorably retired or medically discharged under conditions other than dishonorable from the individual's commission by the agency; and

(3) the uniform had been previously issued to the individual by the agency.

(b) The nearest surviving relative of an individual described by Subsection (a) may purchase the individual's uniform from the state agency.

(c) A state agency shall establish the amount, which may not exceed fair market value, for which a uniform may be purchased under this section.

(d) An individual who purchases a uniform or on whose behalf a uniform is purchased under this section may be buried in the uniform.

Added by Acts 2021, 87th Leg., R.S., Ch. 218 (H.B. 315), Sec. 2, eff. September 1, 2021.

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

Submission Date: 8/6/2025	Submitted by: Brandon Moore
Meeting Date: 8/12/2025	Department: Fire Marshal
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award for FEMA Public Assistance	
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 approve the award of \$21,816.96 from the Federal Emergency Management Agency for Public Assistance for disaster number DR-4781, allow the County Judge to sign all related documentation, and allow the Emergency Management Coordinator to upload and submit all required documentation to the Texas Division of Emergency Management and/or TDEMs assigned government sector partner.	
Background: This is the final project for DR-4781. This is for Emergency Protective Measures.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



August 06, 2025

Brandon Moore
EMC
Smith County

[REDACTED]
[REDACTED]

Subject: Public Assistance Grant, 4781, Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding

Catalog of Federal Domestic Assistance (CFDA) number 97.036

Federal Award Identification Number (FAIN), 4781PATXP0000001

FEMA Project Worksheet 1053

Project Title: 760363 - TX Smith County Emergency Protective Measures

Period of Performance 5/17/2024 to 11/17/2024

An award to your Public Assistance subgrant has been completed by the Texas Division of Emergency Management (TDEM).

PW 1053						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	8/1/2025	\$29,089.28	75.00%	\$21,816.96	25.00%	\$7,272.32
Totals		\$29,089.28		\$21,816.96		\$7,272.32

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award, unless authorized by Section 324 of the Stafford Act. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the project worksheet can be viewed at the version tab in GMS for this project, grants.tdem.texas.gov and is also attached for your convenience.

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

Your project worksheet may have environmental and historical considerations and conditions that must be met. A copy of the Record of the Environment Consideration (REC) can be viewed at the version tab in GMS for this project as well and is also attached.

The terms and conditions remain in effect as outlined in the original Grant Terms and Conditions, and any subsequent State amendments.

Pursuant to 44 CFR §206.206, Appeals and arbitrations, you may appeal this determination within 60 days of receipt of this notification. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM PA Support Affiliate within the allotted time. If you elect to appeal, the appeal must:

- 1) Contain documented justification supporting your position
- 2) Specify the monetary figure in dispute and
- 3) Cite the provisions in federal law, regulation or policy with which you believe the initial action was inconsistent.

If you have any questions, please contact Michelle Juliani at 512-499-1452 or email at michelle.juliani@cohnreznick.com.

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	760363	PW #	1053	Project Type	Actual Costs
Project Category	B - Emergency Protective Measures			Applicant	Smith County (423-99423-00)
Project Title	DR4781- TX Smith County Emergency Protective Measures			Event	4781DR-TX (4781DR)
Project Size	Small			Declaration Date	5/17/2024
Activity Completion Date	11/17/2024			Incident Start Date	4/26/2024
Process Step	Obligated			Incident End Date	6/5/2024

Damage Description and Dimensions

The Disaster # 4781DR, which occurred between **04/26/2024** and **06/05/2024**, caused:

Damage # 1404137; Emergency Protective Measures (Damage for Project [760363] DR4781- TX Smith County Emergency Protective Measures)

During the incident period of 4/26/2024 through 6/5/2024, a(n) Severe Storm(s) created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Emergency Protect Measures for Severe Storm(s) to protect from the immediate threat to the lives, health and safety of the general public and/or lessen the immediate threats of significant additional damages to improved property at Jurisdiction-Wide from 5/28/2024 to 6/19/2024.

Final Scope

1404137

Damage for Project [760363] DR4781- TX Smith County Emergency Protective Measures

Cost share for this version is 75%. All work and costs in this project fall between 5/28/2024 and 6/19/2024.

Work Complete

The Applicant utilized force account labor, rented equipment, materials and contracts for Emergency Protective Measures.

Smith County

- A. Provided Emergency Operations Center at 11325 Spur 248, Tyler, Texas 75707, to coordinate response efforts in Smith County. Activities include dispatching emergency calls to ensure the safety and well-being of the community.
 - B. Provided temporary power to the EOC using temporary rented generators and fuel.
 - C. Rented a portable restroom trailer for Smith County Sheriff Dept., 227 N. Spring, Tyler, TX 75702, to ensure sanitary and health conditions to personnel due to the storm facility loss of water pressure.
 - D. Provided materials to repair generators and supplies used for equipment during Emergency Protective Measures.
- 1. Force Account OT Labor: 10 laborer(s) 586 hours \$4,588.74.
 - 2. Force Account Rented Equipment: \$17,250.80.
 - 3. Force Account Materials: \$5,209.55.

Contracts

- A. Temporarily repaired roof from storm damage at County Jail, 206 East Elm Street, *Tyler, Texas 75702*
 - B. Maintenance services included by topping off coolant to EOC/Dispatch generator failed due to water issues related to the storm.
- 1. Generator maintenance – Contracts - \$1,540.19.
 - 2. Temporary roof repair – Contracts - \$500.00.

Work Completed Totals

- 1. Force Account OT Labor: 10 laborer(s) 586 hours \$4,588.74.
- 2. Force Account Rented Equipment: \$17,250.80.
- 3. Force Account Materials \$5,209.55.
- 4. Contract: \$2,040.19

Work Completed Total: \$29,089.28

Project Notes

- 1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ.
- 2. Dates of work and cost in Scope are based on Applicant provided summary.

3. Force Account Equipment has been changed to Materials.

4. There were no ground disturbances on this project.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	\$2,040.19	Completed
9007 (Labor OT)	1.00	Lump Sum	\$4,588.74	Completed
9009 (Material)	1.00	Lump Sum	\$5,209.55	Completed
9004 (Rented Equipment)	1.00	Lump Sum	\$17,250.80	Completed

CRC Gross Cost	\$29,089.28
Total Insurance Reductions	\$0.00
CRC Net Cost	\$29,089.28
Federal Share (75.00%)	\$21,816.96
Non-Federal Share (25.00%)	\$7,272.32

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
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Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	8/1/2025	\$21,816.96	75%	Accepted	4781DRTXP00010531

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

6/6/2025

This project was reviewed for any insurance considerations, and none were found, the applicant's insurance policy has not been provided to date. This is the last project pending obligation and likely the only item that is potentially insurable is \$500 temporary roof repair and would additionally be below any

minimum deductible. All the other Force Account and EOC related Emergency Protective Measures represented on this project are generally uninsurable, as a result we will process this request for Public Assistance without having the applicant's property insurance policy on file. All future requests will be reviewed on a case-by-case bases, any insurable item will not be funded until the applicant submits all of their property insurance information for review. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries, and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Justin Holmes / Insurance Specialist

CRC Central / Denton, TX

O&M Requirements

There are no Obtain and Maintain Requirements on **DR4781-TX Smith County Emergency Protective Measures** .

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **DR4781- TX Smith County Emergency Protective Measures** .

Final Reviews

Final Review

Reviewed By WASHINGTON, ANITA M. **Reviewed On** 07/29/2025 9:41 AM CDT

Review Comments

Reviewed and approved to move forward. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application.

Recipient Review

Reviewed By Juliani, Michelle **Reviewed On** 07/30/2025 11:20 AM CDT

Review Comments

Project is written on actuals. Project DDD, Scope of Work, and Cost Lines appear to align. M.Juliani 7/30/25

Project Signatures

Signed By Moore, Brandon **Signed On** 07/30/2025

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-06-TX-4781-PW-01053

Title: 760363-DR4781- TX Smith County Emergency Protective Measures

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
EA Public Notice Date: EA Fonsi Date: Level: STATEX
EIS Notice of Intent Date: EIS ROD Date:
Comments: Smith County, Countywide, Category B, 100% Complete

This project is for emergency protective measures by providing staff for an Emergency Operations Center (EOC) (GPS: 32.316097, -95.220870) located at 11325 Spur 248, Tyler, Texas 75707 to coordinate response efforts in Smith County with activities included dispatching emergency calls to ensure the safety and well-being of the community. Provided temporary power to the EOC using temporary rented generators and fuel, rented a portable restroom trailer for Smith County Sheriff Dept., 227 N. Spring, Tyler, TX 75702, to ensure sanitary and health conditions to personnel due to the storm facility loss of water pressure and provided materials to repair generators and supplies used for equipment during Emergency Protective Measures.

This project has been determined to be Statutorily Excluded from NEPA review in accordance with Section 316 of the Stafford Act. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- ealmedin - 06/09/2025 16:08:11 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
	No Catex Categories were selected	

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-06-TX-4781-PW-01053

Title: 760363-DR4781- TX Smith County Emergency Protective Measures

Environmental Law/ Executive Order	Status	Description	Comments
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per 44 CFR part 9.5(c)(1) project is exempt from floodplain management review. - ealmedin - 06/09/2025 16:10:20 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per 44 CFR part 9.5(c)(1) project is exempt from wetlands review. - ealmedin - 06/09/2025 16:10:37 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation. FEMA notified USFWS of disaster activities on June 11, 2024. - ealmedin - 06/09/2025 16:08:39 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	Emergency actions exempt from Section 106 review. - eludeman - 06/10/2025 12:27:47 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Event: 4781DR-TX (4781DR)**

Applicant FIPS ID: 423-99423-00 **Applicant/Subdivision Name:** Smith County

Project #	PW #	Version #	Work Category	Eligible Cost	Cost Share %	Work Done By	Work Completion Percentage	Activity Completion Deadline	Actual Date Completed	Final Expenditures	Comment
760363	01053	0	B - Emergency Protective Measures	\$29,089.28	75.00%	FA Labor / Contractor	100.00%	11/17/2024	6/18/2024	\$29,089.28	
Total for 1 PWs				\$29,089.28							
Grand Total				\$29,089.28							

**Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Event: 4781DR-TX (4781DR)**

Applicant FIPS ID: 423-99423-00 **Applicant/Subdivision Name:** Smith County

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.	I hereby certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ <u>21,816.96</u> .
Signed: _____ Applicant's Authorized Representative	Signed: _____ Governor's Authorized Representative
Date: _____	Date: _____



TEXAS DIVISION OF EMERGENCY MANAGEMENT

Applicant's Attestation for Duplication of Benefits

Applicant: Smith County

Disaster Number: DR-4781

Program: Public Assistance

Please complete the below form in accordance with Section 312(a) of the Stafford Act, which states that Federal assistance cannot duplicate the benefits provided by other sources.

1. Is FEMA the only source of funds received for the project(s)? If "NO" is selected, please report any additional funding using the table below.

☒ YES ☐ NO

2. Did the Applicant take action to maximize any potential insurance proceeds available to fund the project(s)?

☐ YES ☐ NO ☒ N/A – NO COVERAGE

3. Have all insurance claims related to the project(s) been closed and/or settled? If "NO" is selected, please indicate the amount of "Anticipated Insurance Proceeds" in the table below.

☐ YES ☐ NO ☒ N/A – NO COVERAGE

4. Please use the table below to report any non-FEMA funds received or anticipated for the project(s):

PW #	Insurance Claims Received:	Anticipated Insurance Proceeds:	Grant Funds Received:	Contractor Credits or Refunds:	Disposition of Equipment:	Salvageable Materials:	Other Funds Received:	PW Total Non-FEMA Funds Received:
1053	0	0	0	0	0	0	0	0

Statement of Acknowledgement:

I certify that that the information provided is true and accurate to the best of my knowledge. I understand that if this information is incorrect, it could affect the federal funding for this project(s).

Signature: _____

Date: _____

Printed Name: Neal Franklin

Title: County Judge

Organization: Smith County

11

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/07/2025	Submitted by: T. Wilson
Meeting Date: 08/12/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: East Texas Auto Theft Task Force MVCPA FY2026 Taskforce Grant Award & FY2026 SB 224 Catalytic Converter Grant Award	
Agenda Category: <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	
Agenda Wording: Consider and take necessary action to ratify the acceptance the Texas Motor Vehicle Crime Prevention Authority Grant Award for the following grants, and authorize the County Judge to Sign all necessary documentation: a. FY2026 SB 224 Catalytic Converter b. FY2026 Taskforce Grant Award	
Background: On May 27, 2025 the Smith County Commissioners Court approved applying for the FY2026 SB 224 Catalytic Converter grant for the ETATTF. This action is necessary to accept the grant that was previously approved. On March 4, 2025 the Smith County Commissioners Court approved applying for the FY2026 Taskforce Grant for the ETATTF. This action is necessary to accept the grant that was previously approved. See enclosed documents for details.	
Financial and Operational Impact: FY2026 Taskforce Grant Award - \$420,957 FY2026 Cash Match - \$84,197 FY2026 SB 224 Catalytic Converter Grant Award - \$29,500 FY2026 Cash Match - \$5,900	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

From: [Kenneth Richbourg](#)
To: [Judge Neal Franklin](#); [Thomas Wilson](#); [Rachel McCord](#)
Cc: [Heather Foster](#)
Subject: FW: Smith County_ FY26 Catalytic Converter Grant_ Negotiation Letter
Date: Tuesday, August 5, 2025 10:07:51 AM
Attachments: [image001.png](#)
[Smith County.pdf](#)

Judge,

The Smith County East Texas Auto Theft has been awarded \$29,500 for the Cat Converter grant to fund the LPR reader and inspect CC industry. There are no corrections or changes that are required. With you permission I will get with Rachel and we can submit and then they will send a statement of grant award. We need to do this before August 8th

Kenneth

From: Arita, Frances <Frances.Alvarado@txdmv.gov>
Sent: Friday, July 25, 2025 10:12 AM
To: Judge Neal Franklin <NFranklin@smith-county.com>; Kenneth Richbourg <KRichbourg@smith-county.com>; Karin Smith <ksmith@smith-county.com>; Heather Foster <HFoster@smith-county.com>; GrantsABTPA (TxDMV) <GrantsMVCPA@txdmv.gov>
Cc: Norris, Kathryn <Kathryn.Norris@txdmv.gov>
Subject: Smith County_ FY26 Catalytic Converter Grant_ Negotiation Letter

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Good morning,

The Motor Vehicle Crime Prevention Authority (MVCPA) met on **July 18, 2025**, and issued an **FY2026 SB 224 Catalytic Converter Grant Award** to **Smith County** in the amount of **\$29,500**. There are additional steps provided in the attached letter that must be completed before a Statement of Grant Award (SGA) will be issued. Please review the attached letter. The CC Negotiation link is now active, allowing your agency to log into the grant system at <https://mvcpa.tamu.edu> and respond by editing the CC Negotiation link. Please let us know if you have questions or need additional information.

***Deadline to Submit: Friday, August 8, 2025**

Additional Instructions

Once the grantee has made the revisions in the CC Negotiation link, there are two options to proceed:

Option 1 – Authorized Official Submits first:

- Make any necessary changes in the CC Negotiation Application.
- The **Authorized Official (AO)** submits the CC Negotiated Application.
- MVCPA staff will then email your **Statement of Grant Award (SGA)**.

Option 2 – MVCPA Issues Statement of Grant Award (SGA) first:

- Make and **save** your changes in the CC Negotiation link— but **do not submit**.
- Email grantsmvcpa@txdmv.gov to advise you're using Option 2.
- MVCPA will:
 - **Lock** your negotiation application.
 - MVCPA staff will then email your SGA.
- After the SGA is signed and returned:
 - MVCPA **unlocks** the CC Negotiation application.
 - Your Authorized Official must go in and submit the final application.

Thank you,

Frances Alvarado || Grant Specialist
Texas Department of Motor Vehicles
Motor Vehicle Crime Prevention Authority
Email: Frances.Alvarado@txdmv.gov



**Motor Vehicle Crime Prevention Authority
FY2026 Grant Award Notification
Application Review and Request to Negotiate
July 25, 2025**

Greetings:

The Motor Vehicle Crime Prevention Authority (MVCPA) met on **July 18, 2025**, and issued an **FY2026 SB 224 Catalytic Converter Grant Award** to **Smith County** in response to the application that was **submitted by Neal Franklin at 5/27/2025 1:18:31 PM**

FY26 Grant Award Amount	\$29,500
Grant Amount Requested	\$29,500
Difference between request and award amount is	\$0
Proposed FY2026 Cash Match in Application	\$5,900
Minimum Amount of Cash Match Required to receive this Award	\$5,900

Smith County submitted the original grant applications in the on-line system at <https://mvcpa.tamu.edu/>. There may be some errors, omissions, corrections or other information that must be edited prior to the Statement of Grant Award being issued.

A grantee representative must log back into the on-line system at <https://mvcpa.tamu.edu/>, select the **CC Negotiation Link** and make edits. In addition, there are issues identified by MVCPA Board members and staff during the review that the Applicant must address:

Required Corrections or Deletions

- **None**

Score Table

The table below provides the score review section, the corresponding application sections, the points available for each section and the submitted grant application score:

GRANTEE	Grant App Section Reviewed to Score	Points Available	Section Score
Q1. Budget R&A	Grant Budget Form	4	3.25
Q2. Budget Match	Grant Budget Form	3	2.25
Q3. Budget Explained	Grant Budget Form	3	2.25
Q4. Reasonable/Realistic/Timely	Grant Goals and Activities Part 1 Section 3.1 3.4, 3.6, and 3.7	4	2
Q5. Awareness / Crime Prevention	Grant Goals and Activities Part 1 Section 3.4	3	3
Q6. Avoid overlap / collaboration	Grant Goals and Activities Part 1 Section 1.2 and 3.6	3	2.25
Q7. Evaluation	Grant Problem Statement Part 2 Section 4.1 and 4.2	4	3
Overall Total from Score System (may not total as presented)		24	18

Dark Green= Excellent
Green = Good
Yellow = Marginal
Red = Poor

Instructions

Please log in to <https://mvcpa.tamu.edu/> and select under Catalytic Converter Grant the CC Negotiation link. You may then edit the document and make required or needed changes. Specific budget line items that must be modified or have questions answered will be colored yellow in the budget line item edit screens (click on blue budget category items link to see specific line items of costs). You may schedule a teleconference appointment with MVCPA staff by sending an e-mail to grantsMVCPA@txdmv.gov to discuss any issues or request assistance with the grant application, required changes, or the negotiation process.



**FY26 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice**

Grant Number: **608-26-2120000C**
Grantee: **Smith County**
Program Title: **Smith County - East Texas Auto Theft Task Force**
Grant Award Amount: **\$29,500**
Total Cash Match Amount: **\$5,900**
In-Kind Match Amount: **\$0**
Reimbursement Percent*: **83.33%**
Grant Term: **September 1, 2025 to August 31, 2026**

Grant Budget Summary: Smith County (App ID: 624)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$0	\$0	\$0	\$0
Fringe	\$0	\$0	\$0	\$0
Overtime	\$0	\$0	\$0	\$0
Professional and Contract Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies and Direct Operating Expenses (DOE)	\$29,500	\$5,900	\$35,400	
Total	\$29,500	\$5,900	\$35,400	

*Reimbursement Percent: 83.33%: \$29,500 MVCPA amount / (\$29,500 MVCPA amount + \$5,900 Cash Match)

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 14, 2025 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County - East Texas Auto Theft Task Force** and further identified by grant number **608-26-2120000C** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/08/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 14, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

X **Multi-Agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

From: [Kenneth Richbourg](#)
To: [Judge Neal Franklin](#); [Rachel McCord](#); [Thomas Wilson](#)
Cc: [Heather Foster](#)
Subject: FW: Smith County_ FY26 Task Force Grant_ Negotiation Letter
Date: Tuesday, August 5, 2025 10:09:52 AM
Attachments: [image001.png](#)
[Smith County.pdf](#)

Judge,

The Smith County East Texas Auto Theft has been awarded \$420,957 for the FY 2026 Task Force grant to fund the Task Force operations. There are no corrections or changes that are required. With your permission I will get with Rachel and we can submit and then they will send a statement of grant award. We need to do this before August 8th.

Thank you

Kenneth

From: Arita, Frances <Frances.Alvarado@txdmv.gov>
Sent: Wednesday, July 23, 2025 11:26 AM
To: Judge Neal Franklin <NFranklin@smith-county.com>; Kenneth Richbourg <KRichbourg@smith-county.com>; Karin Smith <ksmith@smith-county.com>; Heather Foster <HFoster@smith-county.com>; GrantsABTPA (TxDMV) <GrantsMVCPA@txdmv.gov>
Cc: Norris, Kathryn <Kathryn.Norris@txdmv.gov>
Subject: Smith County_ FY26 Task Force Grant_ Negotiation Letter

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Good morning,

The Motor Vehicle Crime Prevention Authority (MVCPA) met on **July 18th, 2025** and issued an **FY2026 Taskforce Grant Award** to **Smith County** in the amount of **\$420,957**. There are additional steps provided in the attached letter that must be completed before a Statement of Grant Award (SGA) will be issued. Please review the attached letter. The Negotiation link is now active, allowing your agency to log into the grant system at <https://mvcpa.tamu.edu> and respond by editing the **Edit Continued Neg.** link. Please let us know if you have questions or need additional information.

Additional Instructions

Once the grantee has made the revisions in the Negotiation Application, there are two options to proceed:

Option 1 – Authorized Official Submits first:

- Make any necessary changes in the Edit Continued Neg. link.
- The **Authorized Official (AO)** submits the Negotiated Application.
- MVCPA staff will then email your **Statement of Grant Award (SGA)**.

Option 2 – MVCPA Issues Statement of Grant Award (SGA) first:

- Make and **save** your changes in the Edit Continued Neg. link— but **do not submit**.
- Email grantsmvcpa@txdmv.gov to advise you're using Option 2.
- MVCPA will:
 - **Lock** your Negotiation Application.
 - MVCPA staff will then email your SGA.
- After the SGA is signed and returned:
 - MVCPA **unlocks** the Negotiation Application.
 - Your Authorized Official must go in and submit the final application.

Thanks,

Frances Alvarado || Grant Specialist
Texas Department of Motor Vehicles
Motor Vehicle Crime Prevention Authority
Email: Frances.Alvarado@txdmv.gov



**Motor Vehicle Crime Prevention Authority
FY2026 Grant Award Notification
Application Review and Request to Negotiate
July 23, 2025**

Greetings:

The Motor Vehicle Crime Prevention Authority (MVCPA) met on July 18th, 2025, and issued an FY2026 Taskforce Grant Award to Smith County in response to the application that was submitted by Neal Franklin at 4/17/2025 9:55:13 AM.

FY26 Grant Award Amount	\$420,957
Grant Amount Requested	\$420,957
Difference between request and award amount is	\$0
Proposed FY2026 Cash Match in Application	\$84,197
Minimum Amount of Cash Match Required to receive this Award	\$84,197

Smith County submitted the original grant applications in the on-line system at <https://mvcpa.tamu.edu/>. To receive a Statement of Grant Award the grant application must be adjusted to ensure that the application budget is changed to reflect the actual award and match indicated above. There may be some errors, omissions, corrections or other information that must be edited prior to the Statement of Grant Award being issued.

A grantee representative must log back into the on-line system at <https://mvcpa.tamu.edu/> and click the **Edit Continued Negotiation** link. The edits must change the budget and match to be the same as the award and cash match amounts. Budget support tables must be updated also. In addition to changing the budget and budget narrative to meet the program costs stated above there are issues identified by MVCPA Board members and staff during the review that the Applicant must address:

Required Corrections or Deletions

- None

Score Table

The table below provides the score review section, the corresponding application sections, the points available for each section and the submitted grant application score:

GRANTEE	Grant App Section Reviewed to Score	Points Available	Section Score
Q1. Budget R&A	Grant Budget Form	4	3.67
Q2. Budget Match	Grant Budget Form	3	3
Q3. Budget Explained	Grant Budget Form	3	3
Q4. Need Objective. BMV	Grant Problem Statement DPS Data	10	9.33
Q5. Need Subjective. BMV	Grant Problem Statement Sections 2.1 & 2.4	25	25
Q6. Need Obj. MVT	Grant Problem Statement DPS Data	10	8.67
Q7. Need Sub. MVT	Grant Problem Statement Section 2.2 & 2.4	6	5.33
Q8. Reason, Real. Time. Explained	Grant Goals and Activities Part 1 Section 3.1 & 3.2	4	3.67
Q9. Awareness / Crime Prevention	Grant Goals and Activities Part 1 Section 3.3	3	3
Q10. Avoid overlap / collaboration	Grant Goals and Activities Part 1 Section 3.4	3	2.33
Q11. Evaluation	Grant Goals and Activities Part 2 – SGA and Section 4.1	4	3.67
Q12. Previous Performance		25	20
Overall Total from Score System (may not total as presented)		100	90.67

Dark Green= Excellent
Green = Good
Yellow = Marginal
Red = Poor

Instructions

Please log in to <https://mvcpa.tamu.edu/> and select the Edit Continued Negotiation link. You may then edit the document and make required or needed changes. Specific budget line items that must be modified or have questions answered will be colored yellow in the budget line item edit screens (click on blue budget category items link to see specific line items of costs). You may schedule a teleconference appointment with MVCPA staff by sending an e-mail to grantsMVCPA@txdmv.gov to discuss any issues or request assistance with the grant application, required changes, or the negotiation process.



FY26 Motor Vehicle Crime Prevention Authority Statement of Task Force Grant Award and Grantee Acceptance Notice

Grant Number: **608-26-2120000**
Grantee: **Smith County**
Program Title: **Smith County - East Texas Auto Theft Task Force**
Grant Award Amount: **\$420,957**
Total Cash Match Amount: **\$84,197**
In-Kind Match Amount: **\$174,854**
Reimbursement Percent*: **83.33%**
Grant Term: **September 1, 2025 to August 31, 2026**

Grant Budget Summary: Smith County (App ID: 447)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$85,336	\$17,068	\$102,404	
Fringe	\$17,007	\$3,401	\$20,408	
Overtime	\$833	\$167	\$1,000	
Professional and Contract Services	\$287,833	\$57,569	\$345,402	\$165,714
Travel	\$6,533	\$1,307	\$7,840	
Equipment	\$83	\$17	\$100	
Supplies and Direct Operating Expenses (DOE)	\$23,332	\$4,668	\$28,000	\$9,140
Total	\$420,957	\$84,197	\$505,154	\$174,854

*Reimbursement Percent: 83.33% - \$420,957 MVCPA amount / (\$420,957 MVCPA amount + \$84,197 Cash Match)

That whereas, **Smith County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on March 4, 2025, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Smith County - East Texas Auto Theft Task Force** and further identified by grant number **608-26-2120000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **8/07/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on March 4, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

 X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

 X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

 X **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

 X **Multi-Agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

12

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/01/2025		Submitted by: Jennafer Bell	
Meeting Date: 08/12/2025		Department: Comm Court	
Item Requested is: <input type="checkbox"/> For Action/Consideration		<input checked="" type="checkbox"/> For Discussion/Report	
Title: Department Reports			
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session			
Agenda Wording: Receive monthly reports from Smith County departments.			
Background:			
Financial and Operational Impact:			
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Return Signed Documents to the following:			
Name:		Email:	
Name:		Email:	
Name:		Email:	
Name:		Email:	

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

SUBMIT

Office Use Only
Agenda Item # _____

Smith County
Animal Control & Shelter

Monthly Report
July 2025

ANIMAL CONTROL DATA

FIELD OPERATION STATS

Categories	Total
Complaints Worked	118
Follow-ups	24
Citations	12
Dogs Impounded	54
Bite Investigations	13
Cruelty Investigations	9
Field Owner Reclaims	1
Field Euthanized	3
Training/Continuing Education Hours	16

VEHICLE STATS

Vehicle Unit	Current Mileage	Total Miles Driven	Maintenance	Total Mileage Driven By Dept
5535	12,742	2,085	Oil Change	7,960
5463	118,452	N/A	Transmission is out	
1279	13,401	1,715		
2120	48,985	2,214		
8568	30,467	1,841	Nail in tire, Brow lights	
8320	83,232	105	Check engine light	

ANIMAL SHELTER DATA

SHELTER STATS

Current and Release Amounts	Total
Calls into the Shelter	1,121
Beginning Animal Count	31
Stray Intakes	63
Owner Surrenders	1
Returns	0
Cruelty Seized/Boarding	0
Transferred to Rescue	34
Adoptions	10
Owner Reclaims	8
Euthanized	6
Available Animals	38

I certify that this document is accurate and fully complete to the best of my knowledge.

Amber Greene

Animal Control Supervisor Signature

8-1-2025

Date



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: August 1, 2025



ACO NAME & RADIO #: Mead, Brady A24 Truck #: 5535

Number of complaints worked for month: 47 Number of Citations: 6

Number of Follow-ups for the month: 10

Number of dogs picked up for month: 15

Number of dogs released back to owner: 1

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :

Animal Bite Reports for month: 6

Animal Cruelty Cases worked for month: 2

Training hours for month ex: continue education classes: 0

ODOMETER READING 12742; MILEAGE DRIVEN: 2085

Vehicle maintenance Issues: oil change, repairs etc.: Oil Change

Explanation: _____



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: 8/1/2025



ACO NAME & RADIO #: A. Thomas A23 Truck #: 1279

Number of complaints worked for month: 19 Number of Citations: 1

Number of Follow-ups for the month: 0

Number of dogs picked up for month: 3

Number of dogs released back to owner: 0

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :

Animal Bite Reports for month: 2

Animal Cruelty Cases worked for month: 1

Training hours for month ex: continue education classes: 0

ODOMETER READING 13,401; MILEAGE DRIVEN: 1,715

Vehicle maintenance Issues: oil change, repairs etc.: _____

Explanation: Tahoe A/C x2



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: 8/1/25



ACO NAME & RADIO #: Chamberlain Kristen A22 Truck #: 2120

Number of calls worked for month: 38 Number of Citations: 1

Number of Follow-ups for the month: 4

Number of dogs picked up for month: 25

Number of dogs released back to owner: 0

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :
2 Due to have a bad case of mange.

Animal Bite Reports for month: 3

Animal Cruelty Cases worked for month: 5

Training hours for month ex: continue education classes: 0

ODOMETER READING 48,985 ; MILEAGE DRIVEN: 2,214

Vehicle maintenance Issues: oil change, repairs etc.: N/A

Explanation: _____



SMITH COUNTY ANIMAL CONTROL

MONTHLY REPORT

Date: August 1, 2025



ACO NAME & RADIO #: Ledet, Victor A21 Truck #: 8568

Number of complaints worked for month: 14 Number of Citations: 4

Number of Follow-ups for the month: 10

Number of dogs picked up for month: 11

Number of dogs released back to owner: 0

Number of animals euthanized & reason for each ex: dog bite, hit by car, etc. :

1; Shepherd; medical.

Animal Bite Reports for month: 2

Animal Cruelty Cases worked for month: 1

Training hours for month ex: continue education classes: 16

ODOMETER READING 30467 ; MILEAGE DRIVEN: 1841

Vehicle maintenance Issues: oil change, repairs etc.: tire; brow lights

Explanation: Nail in tire .Brow lights non functional.

FACILITY SERVICES

MONTHLY REPORT
JULY 2025

EDWARD NICHOLS, DIRECTOR



COMPLETED PM'S / WORK ORDERS

- Combined total: 1,411
- Completed PM's: 1178
- Completed Non-PM work orders: 233
- Average hours per work order: 1.02
- Average cost per work order: \$28.30
- Combined total work orders completed for the current fiscal year: 13,743

COMPLETED TASKS

- **Cotton Belt-**
 - Painted a portion of the Linebarger office space. They supplied the paint.
 - Replaced a supply fan bearing on AHU1 that was showing signs of going out.
 - Repaired a urinal in the men's basement restroom that was flooding when flushed.
- **Annex-**
 - Pressure washed and re-painted the inside of the electrical transformer containment.
 - Replaced the blower motor in the Commissioner's Court reception area.
- **Animal Shelter-**
 - Troubleshoot issue with the main Daikin a/c unit that wasn't cooling properly.
- **Courthouse –**
 - Troubleshoot and repaired issue with Chiller #1.
 - Worked with contractors, vendors, architects, etc. and attended meetings and tours for the new facility construction that is underway.
- **Parking Garage-**
 - Worked with the contractor to resolve issues with the Fire Suppression system showing troubles, water leaking into the storage/electrical closet, burst water pipes required repair along with the insulation and heat tracing.
- **Open Positions-**
 - Filled an open Custodial position with new employee Maribel Carrillo who is expected to begin on 08/04.
- **Parking Lot Improvements Completed-**
 - Pct.3 Troup – Seal/Stripe
 - Center/Locust Parking Lot- Seal/Stripe
 - Officer Parking Lot- Seal/Stripe
 - Central Jail (Sallyport and along Elm)- Stripe
- **S.O. Admin-**
 - Replaced and repaired damaged CMU block wall.
- **Facility Services Center-**
 - Worked with the contractors, architects, etc. and attended meetings and tours of the new facility project that is underway.

CURRENT & SCHEDULED TASKS

- **Open Positions-**
 - Fill open Skilled Trade Specialist (HVAC Tech) position.
- **Parking Garage-**
 - Awaiting contractor to repair issues.
 - Lights requiring replacement have been ordered by them.
- **Courthouse Construction-** Hoar & SCI Construction
 - The new Courthouse site demolition began on August 5th. Expected completion and move in is July 2026.
 - Demolition of existing Courthouse is expected to begin in March 2027.
- **EOC-**
 - I.T. project to upgrade and install a new UPS battery backup system and the emergency generator due to its age, importance, and recent issues.
 - Currently awaiting the arrival of the generator and the ATS equipment to arrive from the factory. Anticipated arrival date of August 18th, 2025,
 - The building's aerobic system has begun collapsing and requires repair.
 - P.O. was issued on 06/05 to Joey Ridgle Septic for the required repairs.
 - Scheduled for completion on 08/04/25.
 - Two portable toilets will be placed to serve the occupants during the expected 3–4-hour outage.
- **Annex-**
 - I.T. Department project to relocate the data center on the 2nd floor. - **ARPA**
 - Fitzpatrick Architects to design and administrate the project.
 - Construction contract awarded in CC to RLM Contractors on 01/02/24.
 - Awaiting I.T. to move equipment over to the new server room (approx. 90 days).
 - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2nd floor I.T. server room project.
 - Begin planning for exterior waterproofing of the entire building. (CIP project)
 - Work with purchasing to create project specifications for RFQ.
 - Will have to put out to bid for building envelope specialists.
 - Remove and install new VAV w/ heat strips in the Purchasing Department area.
 - P.O. issued to Wellborn Mechanical for the removal of the old equipment and installation of the new equipment.
 - Facility Services to provide new electrical circuits required for heat strips.
 - Facility Services to coordinate controls and programming with KVM Controls.
 - CPS has requested a more accessible entry door to accommodate an existing employee.
 - We worked with vendors to identify options and pricing.
 - Have submitted the request to the H.R. director for review.
 - Working on a JPI employee accommodation for the H.R. director.
 - Have provided options and are awaiting review of the H.R. director.
- **Central Jail-**
 - Replace sump pumps for Elevators 1 & 2 due to the age of equipment.
 - New FY25 project.
- **Elections/HUB-**
 - EIFS repairs required after vehicle damage.
 - Working with vendors to acquire proposals for repair.
- **Cotton Belt-**
 - Engage with contractors to troubleshoot and resolve an intermittent issue of water infiltration near the main public entrance.
 - Engage plumbing contractor to troubleshoot and repair blocked floor drains under the boiler room.
 - Currently we're awaiting proposals from contractors to complete repairs.
 - Tax office mail room ductless mini-split a/c unit needs a new blower motor installed.
- **North Jail-**

- Upgrade of the jail generator. – **ARPA**
 - Fitzpatrick Architects to provide design, specifications and contract administration.
 - PO issued to Drewery Construction \$427,036 on 12/19/24.
 - It is expected to begin in mid- September.
- Look into possibly installing a ductless mini-split system in the North Jail's central picket.
- **Facility Services Center (302 E. Line) - ARPA**
 - Demolition of old structures and building out of office in existing metal buildings.
 - Fitzpatrick Architects provided design, specifications and contract administration. - \$140,000
 - Watson Commercial Construction to complete the project.
 - PO for \$2,689,900 issued to Watson Commercial on 12/31/24.
 - All demolition has been completed.
 - The framing of the office space has begun.
 - The metal exterior skin and insulation installation is in progress.
 - Site grading is currently in progress.
- **S.O. Admin-**
 - Replace elevator sump pump due to its age.
 - New FY25 project.
 - Repaint handrails and the CMU blocks that were replaced.
- **Facility Services-**
 - Replace the water heater due to its age.
 - New FY25 project.
- **R&B DI-**
 - Construction crew to assist the R&B department by installing a power distribution setup to power their pugmill.
 - Project has begun, awaiting arrival of final materials.
- **Central Jail –**
 - FY25 CIP project to replace the roof of the old jail sections. – Estimated \$1M
 - Fitzpatrick to design/spec/administrate.
 - We have received the bid package from Fitzpatrick needed to put it out for bid.

MONTHLY REPORT FOR JULY 2025

Judicial Compliance

Number of cases in which court costs, fees and fines were assessed during the quarter.

ALL DISTRICT	49
ALL COUNTY COURTS	128
ALL JP COURTS	67
<i>TOTAL</i>	<i>244</i>

DOLLAR AMOUNT ASSESSED:

ALL DISTRICT	\$27,082.42
ALL COUNTY COURTS	\$94,542.33
ALL JP COURTS	\$29,180.20
<i>TOTAL</i>	<i>\$150,804.95</i>

DOLLAR AMOUNT COLLECTED:

ALL DISTRICT	\$20,704.63
ALL COUNTY COURTS	\$64,156.38
ALL JP COURTS	\$22,614.00
<i>TOTAL</i>	<i>\$107,475</i>



County Of Smith

"Striving For Excellence"

Phone: (903) 590-2620

Fax: (903) 590-2626

Pretrial Release & Personal Bond Office
200 East Ferguson, Tyler, Texas 75702

MONTHLY REPORT **July 2025**

DATE: August 1, 2025

Inmates interviewed	195
PBO bonds submitted	31
PBO bonds approved	18
PBO bonds in review	2
Inmates released/PBO bonds	10
Defendants failed to show for court	0

Bonds Processed:

Misdemeanors	364
Felony	192
Class – C	40
Out of county	45
Bond Fees collected	\$ 2,300.00
Total bonds processed	641

The Smith County Bail Bond Board meeting was on July 16, 2025, all bonding companies were in compliance.

BONDS DISPOSED by the COURT:

Lavincia Powell- DA declined his case 6-4-25.

Ricardo Anderson- Plead 7-2-25 received six days in jail.

Angela Rial- Plead 7-2-25 received 60 days in jail.

Monnie Warren- 7-8-25 POM case was reduced to a class-c drug paraphrenia and received \$50. Fine. His UCW case was dismissed.

Shallum Miles- DA declined the case 7-9-25.

Brian Velazquez- 7-10-25 his evading w/vehicle case was reduced to an evading arrest, and he pleaded to one day time served.

Tangela Smith- plead 7-10-25 on her PCS case to three years' probation, and her DWLI case was dismissed.

Jantzen Austin- Plead 7-14-25 received four years' probation.

William Phillips- Plead 7-14-25 received four years' probation.

Lyndsey Walters- plead 7-16-25 received four years' probation.

Jerral Dewberry- plead 7-17-25 received two years' probation, 200 hours community service.

Jamarcus Hampton- plead 7-18-25 received five years' probation, 500 hours community service.

Joseph Ramirez- Plead 7-22-25 received 15 months' probation, 80 hours community service and \$100 fine.

Uriel Juarez- Plead 7-23-25 received 70 days in jail for his DWI, his Reckless Driving Case is Pending.

Finis Thompson- DA declined his case 7-23-25.

Alvin Harris- Plead 7-31-25 received two years' probation.

Christopher Engbrock- Plead 7-31-25 received two years' probation and 100 hours community service.

FTA/ BOND VIOL/SOB/ARRESTED:

Ricky Kimbrough- bond violation warrant was issued 7-2-25, he was arrested 7-9-25.

Crystal Wilcox- bond violation warrant was issued 7-17-25, she was arrested 7-25-25.

Shirley Hooper- bond violations warrant was issued 7-23-25. She was arrested on 7-26-25.

Cheryl Wheeler- bond violation warrant was issued 7-29-25.

Staff is currently monitoring 77 defendants on the Pre-Trial Release Program.

Respectfully,

A handwritten signature in black ink, appearing to read "Shane Scott". The signature is fluid and cursive, with the first name "Shane" and last name "Scott" clearly distinguishable.

Shane Scott
Director

Smith County Veterans Service Office

MONTHLY REPORT

July 2025

Office Visits:

Smith County Residents – 165

Out of County Residents – 52

Total - 217

Phone Calls –338

Initial Claims Filed- 38

Pension, DIC & Survivor's Claims Filed- 7

Appeals Filed- 30

Miscellaneous (Burial, DD-214 requests, etc.) - 141

Number of Clients Not Eligible to file claims-3

13

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

Submission Date: 08/06/2025	Submitted by: KAREN NELSON
Meeting Date: 08/12/2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PLAT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for Portwood Estates Phase 2, Precinct 2;and b. Final Plat for the Jarvis Addition, Precinct 2	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Subdivision Name: Jarvis Addition
 Adjacent Road: State Highway 64 E.
 Developer: Rodney Jarvis Phone: 817-909-1311
 email: rojv852@gmail.com Fax: _____
 Surveyor: Halo Surveying Phone: 903-570-0857
 email: brandon@halosurveying.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)		✓	
	Plat Fee	\$25	\$100 <i>KW 8-6-25</i>	\$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		<i>8-6-25 KW</i>	
	Designated Rep. (Pledger) Clearance Letter	See notes below	<i>8-6-25 KW</i>	
	Tax Certificate		<i>8-6-25 KW</i>	
	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

TAX CERTIFICATE FOR ACCOUNT : 100000053000019001

AD NUMBER: R018351

GF NUMBER:

CERTIFICATE NO : 13443534

COLLECTING AGENCY

Gary B. Barber
Smith County Tax Office
P.O. Box 2011
Tyler TX 75710-2011

REQUESTED BY

HALO SURVEYING

9097 CR 2193
WHITEHOUSE TX 75791

DATE : 8/6/2025

FEE : \$10.00

PROPERTY DESCRIPTION

ABST A0530 I KIRKPATRICK|TRACT
19.1

0013558 HWY 64 E
2.699 ACRES

PROPERTY OWNER

R JARVIS INTERESTS LLC

15100 COUNTY ROAD 164
TYLER TX 757030000

PAGE 1 OF 1

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	52,625	IMPROVEMENT:	194,317
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	246,942	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	CHAPEL HILL I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2024	SMITH CO EMER SERV#2	0.00	0.00	0.00	0.00	0.00	0.00
2024	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2024	TYLER JR COLLEGE	0.00	0.00	0.00	0.00	0.00	0.00
2024 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 8/2025 :

\$ 0.00

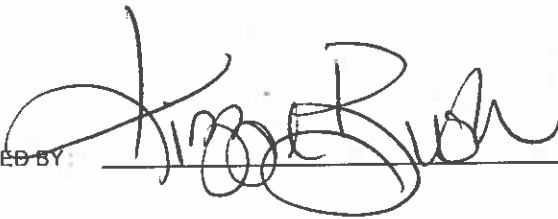
ISSUED TO:

HALO SURVEYING

ACCOUNT NUMBER:

100000053000019001

CERTIFIED BY:



SMITH COUNTY





Smith County 911
Communications District
205 Shelley Dr
Tyler, TX 75701
(903) 566-8911

PLAT, SUBDIVISION & STREET NAME REVIEW
07-21-2025

Reviewed By: Kim Wheeler, GIS Coordinator

Jarvis Addition- SC 911 Addressing, no conflicts. It appears Lot 1 and Lot 2 currently have addresses.

**Smith County Designated Agent
Texas Commission on Environmental Quality
On-Site Facility Enforcement Program
Permits, Inspections and Complaint Division
3800 Paluxy Dr Suite 230
Tyler, TX.75703
903-630-4234**

August 1, 2025

**Doug Nicholson
Smith County Road and Bridge
P.O. Box 990
Tyler, TX. 75710**

RE: Jarvis Addition

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), Scott Morrison agent for Rodney Jarvis has submitted an application to this office seeking approval of development planning materials for a new 2 lot subdivision from a 2.696 acre tract located at 13558 HWY 64 E Tyler, Texas 75707 in Smith County.

This development as currently proposed, meets the minimum size of 0.50 acres for a property served by a Public Water System where OSSF's are required. Notice: Property Owners are required to submit to this office an application for a "Permit to construct" and get approval prior to installing an On-Site Sewage Facility on any of the properties.

I have reviewed the information submitted by Scott Morrison agent for Rodney Jarvis and their consultant Mr. Scott Morrison an R.S. , and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.

**Robert Stanley
Robert Stanley
Designated Representative
Smith County**

NOTES:

- 1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- 2) THIS PLAT CREATES 2 LOTS CONTAINING 2.696 ACRES, BEING ALL OF THAT CERTAIN CALLED 2.699 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED FROM RODNEY DEAN JARVIS TO R JARVIS INTERESTS, LLC, AS RECORDED IN DOCUMENT NUMBER 202001042991 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.
- 3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY TH 1% ANNUAL CHANCE FLOOD EVENT (ZONE - NO BASE FLOOD ELEVATION DETERMINED) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0473C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS ON LEICA GNSS REFERENCE NETWORK.
- 5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
- 6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

OWNER'S STATEMENTS:

I, RODNEY JARVIS, THE OWNER THE TRACTS OF LAND SHOWN HEREON, DO ACCEPT THIS AS MY PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

Rodney Jarvis
RODNEY JARVIS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 9 DAY OF July, 2025.

Donna L. Crawford
NOTARY PUBLIC, STATE OF TEXAS



COUNTY APPROVAL:

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, THIS THE _____ DAY OF _____, 2025.

COUNTY JUDGE

RECORDED IN CABINET _____ SLIDE _____ OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 2025.

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES CRAWFORD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 9TH DAY OF JULY, 2025.

James Crawford
JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



CALL: 1.172 AC. (TRACT TWO)
DANIEL SHANE NEWTON AND
JENNIFER DALE NEWTON
DOCUMENT NUMBER
202301020201

PREPARED BY:

HALO
SURVEYING, LLC

9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857
TBPELS FIRM REGISTRATION NO. 10194259

RESIDUE OF CALL: 2 AC.
VOL. 3329, PG. 384
CALL: 1.181 AC. (TRACT 2)
RODNEY DEAN JARVIS
TO
R JARVIS INTERESTS, LLC
REF. IN DOCUMENT NUMBER
202001042991
DESCRIBED AS CALL: 1.025 AC.
IN
INSTRUMENT NUMBER
20080100014041

DRAFT

CALL: 1.497 AC.
BRIAN WESTER
DOCUMENT NUMBER
202501012837

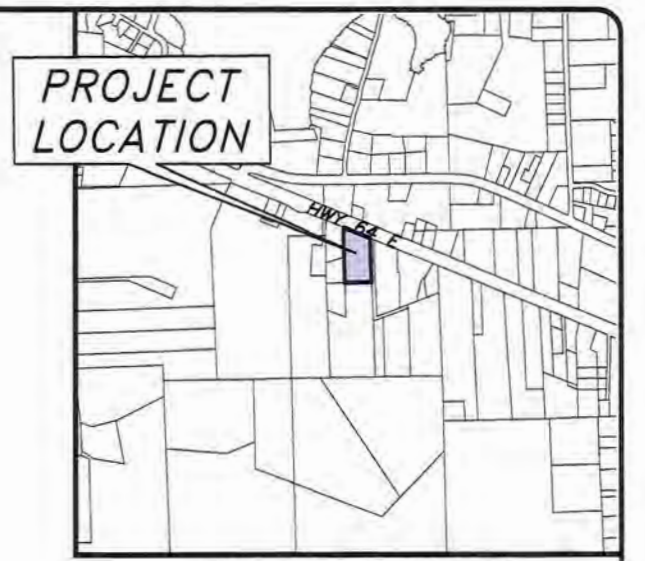
AGREEMENT FOR
EASEMENTS
(4440/140)

CALL: 0.353 OF AN AC.
R JARVIS INTERESTS, LLC
(S.C.A.D.)
VOLUME 3827, PAGE 623

CALL: 8.198 AC. (TRACT ONE)
DANIEL SHANE NEWTON AND
JENNIFER DALE NEWTON
DOCUMENT NUMBER
202301020201

12' WIDE EASEMENT
(TRACT THREE: NON-EXCLUSIVE EASEMENT)
DANIEL SHANE NEWTON AND
JENNIFER DALE NEWTON
DOCUMENT NUMBER
202301020201

J. BULGER
SURVEY, A-118



VICINITY MAP - (NOT TO SCALE)



IRA KIRKPATRICK
SURVEY, A-530

CALL: 3.444 AC.
CEM-J ENTERPRISES, LLC
INSTRUMENT NUMBER
20160100021251

LEGEND
E - OVERHEAD ELECTRIC
PP - POWER POLE
MP - METER POLE
IRF - IRON ROD FOUND
IPF - IRON PIPE FOUND
IRS - IRON ROD SET
C - GUY ANCHOR

○ - DENOTES 1/2" IRON ROD (SET) WITH CAP MARKED
"HALO 5984" UNLESS NOTED OTHERWISE.
● - DENOTES 1/2" IRF IN CONC. UNLESS NOTED OTHERWISE.

FINAL PLAT
JARVIS ADDITION
BEING A PART OF THE
IRA KIRKPATRICK SURVEY, A-530
J. BULGER SURVEY, A-118
SMITH COUNTY, TEXAS

40 0 20 40 80 160
SCALE IN FEET

DRAWN BY: B.L.K. CHECKED BY: T.J.C. FILE: 25045027 FILE: JARVIS DATE: 7/9/2025



Subdivision Name: Portwood Estates - Ph 2
 Adjacent Road: CR 2183
 Developer: Hugo Fraga Phone: 903-520-3296
 email: hugotheory@gmail.com Fax: _____
 Surveyor: W.W.T. Casey Jordan Phone: 903-534-9000
 email: casey@wwjssurvey.com Fax: _____
 Roadway Length: NA ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	✓	
	Preliminary Plat Approved	Not Required	✓	
	Final Plat (mylar & 3 prints)		8-5-85 S.B.	
	Plat Fee	\$25	\$100 8-6-25 S.B.	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter		8-6-25 S.B.	
	Designated Rep. (Pledger) Clearance Letter	See notes below	8-6-25 S.B.	
	Tax Certificate		8-6-25 S.B.	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)		N/A	
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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



Smith County 911
Communications District
205 Shelley Dr
Tyler, TX 75701
(903) 566-8911

PLAT, SUBDIVISION & STREET NAME REVIEW

08-06-2025

Reviewed By: Kim Wheeler, GIS Coordinator

Portwood Estates Phase 2- SC 911 Addressing, no conflicts.

**Smith County Designated Agent
Texas Commission on Environmental Quality
On-Site Facility Enforcement Program
Permits, Inspections and Complaint Division
3800 Paluxy Dr Suite 230
Tyler, TX.75703
903-630-4234**

July 31, 2025

**Doug Nicholson
Smith County Road and Bridge
P.O. Box 990
Tyler, TX. 75710**

RE: Portwood Estates Phase-2

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), Hugo Fraga with Tyler Premier Properties 2, LLC has submitted an application to this office is seeking approval of development planning materials for a new subdivision development for 5 lots on a 3.257 acre tract located at 11346 FM 344 E Whitehouse, Texas 75791 in Smith County.

This development as currently proposed, meet the minimum size of 0.50 acres for a property served by a Public Water System where OSSF's are required. Notice: Property Owners are required to submit to this office an application for a "Permit to construct" and get approval prior to installing an On-Site Sewage Facility on any of the properties. This will require an aerobic septic system on these lots.

I have reviewed the information submitted by Hugo Fraga with Tyler Premier Properties 2, LLC and his consultant Mr. Thomas A Boeker an R.S. , and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.

**Robert Stanley
Robert Stanley
Designated Representative
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 100000105700008020

PAGE 1 OF 1

ADNUMBER: R216768

DATE: 8/5/2025

GFNUMBER:

FEE: \$10.00

CERTIFICATE NO: 13442559

PROPERTY DESCRIPTION

COLLECTING AGENCY

ABST A1057 J WAGNER|TRACT 8B

Gary B. Barber

Smith County Tax Office

P.O. Box 2011

Tyler TX 75710-2011

0000000 C R 2183

10.72 ACRES

REQUESTED BY

PROPERTY OWNER

WW & J SURVEYING

TYLER PREMIER PROPERTIES II LLC

10819 US HWY 69 N

PO BOX 8311

TYLER TX 75706

TYLER TX 757118311

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE	167,693	IMPROVEMENT :	500
AG LAND VALUE	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	168,193	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	SMITH CO EMER SERV#2	0.00	0.00	0.00	0.00	0.00	0.00
2024	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2024	WHITEHOUSE I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2024 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 8/2025 :

\$ 0.00

ISSUED TO:

W W & J SURVEYING

ACCOUNT NUMBER:

100000105700008020

CERTIFIED BY:

[Signature]



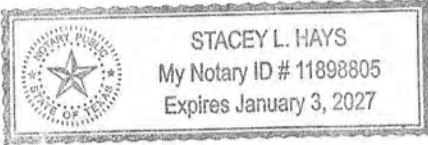
OWNER'S STATEMENT:

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

BY: Hugo Fraga
HUGO FRAGA

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS,
THIS 5 DAY OF August, 2025.

Stacey L. Hays
NOTARY PUBLIC



SURVEYOR'S STATEMENT:

I, CASEY JORDAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6789, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF JUNE, 2025.

GIVEN UNDER MY HAND AND SEAL THIS 5th DAY OF August, 2025.

Casey Jordan
CASEY JORDAN, R.P.L.S. NO. 6789



GENERAL NOTES:

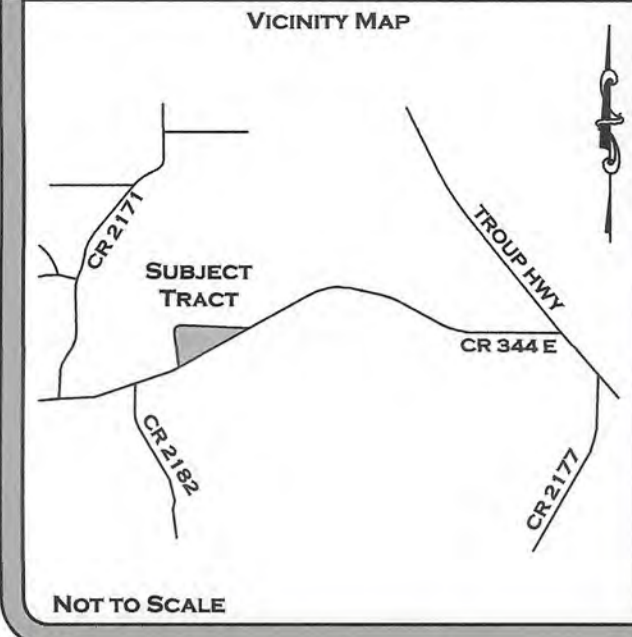
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.
3. ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED.
4. THIS ADDITION LIES IN ZONE "X" AS SHOWN ON FIRM PANEL 48423C0515C.
5. LOTS 1-5 SHALL HAVE DIRECT ACCESS TO CR 2183.

APPROVED BY THE COMMISSIONERS COURT, SMITH COUNTY, TEXAS, ON THIS THE _____ DAY OF _____, 2025.

COUNTY JUDGE

PLAT RECORDED IN CABINET _____, SLIDE _____

DATE RECORDED: _____



Kara Portwood Hutton
Called 1.000 Acre
7/28/2020 WD 26361

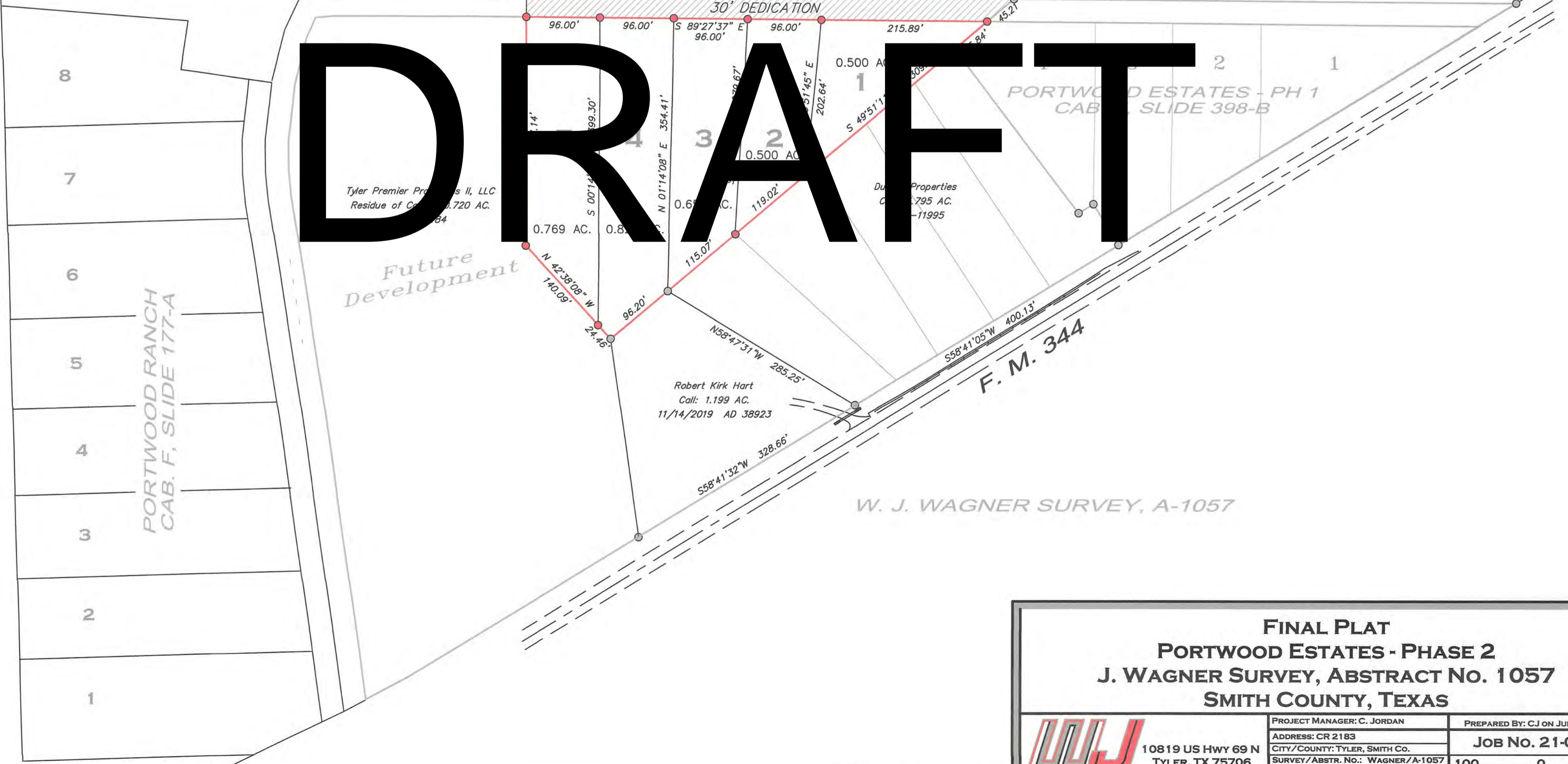
Billy Lee Portwood
Called 50.0 Acres
Volume 3727 Page 480

Smith County, Texas

Triple Creek Trust
Called 16.352 Acres
11/13/2019 WD 38669

Tyler Premier Properties II, LLC
Residue of Call: 2.720 AC.
11/14/2019 AD 38923

Robert Kirk Hart
Call: 1.199 AC.
11/14/2019 AD 38923



10819 US Hwy 69 N
TYLER, TX 75706
903-534-9000

FINAL PLAT
PORTWOOD ESTATES - PHASE 2
J. WAGNER SURVEY, ABSTRACT NO. 1057
SMITH COUNTY, TEXAS

PROJECT MANAGER: C. JORDAN
ADDRESS: CR 2183
CITY/COUNTY: TYLER, SMITH CO.
SURVEY/ABSTR. NO.: WAGNER/A-1057
SUBDIVISION: PORTWOOD ESTATES PH 2
LOT/BLOCK NO.: 1-5
CLIENT: HUGO FRAGA

PREPARED BY: C.J. ON JULY 22, 2025
JOB No. 21-0205

100 0 100
SCALE: 1" = 100'

☼/☼ = COTTON SPINDLE FOUND/SET
●/● = 1/2" IRON ROD FOUND/SET

14

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

Submission Date: 08/05/2025	Submitted by: KAREN NELSON
Meeting Date: 08/12/2025	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: UTILITY PERMIT	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 2206,2245,215,220,290,2248,289, Metronet, install fiber optic cable, Precinct 2; and b. County Road 279, CenterPoint,install line for service. Precinct 4	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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

1. Applicant: Andrea Pickens Date: 6/26/2025
Company Name (if different): CenterPoint Energy Phone: 713-207-4246
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Zain Saeed Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 10195 State Hwy 31 E crossing CR 279
Propose to install 350' of 2" IP Pla Svc gas see drawing
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on
the County right-of-way as directed by the Road Administrator/Engineer in accordance with
SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: We will utilize TCP
see attachment

7. Proposed start date: 7/3/2025 Completion date: 10/3/2025

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

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

Specific instructions and conditions are as follows:

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

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

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

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

Applicants Signature: Andrea Pickens

Date: 6/26/2025

Approved: 

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
135 SSE Loop 323
Tyler, Texas 75702

1. Applicant: <u>Metronet</u>	Date: <u>6/27/2025</u>
Company Name (if different): _____	Phone: <u>812-916-1792</u>
Address: <u>3701 Communications Way, Evansville IN</u>	Fax: _____
<u>47715</u>	Zip: _____
24/7 Contact Name: <u>Shannon Brown</u>	Phone: <u>812-916-1462</u>
Contractor: <u>TBD</u>	Phone: <u>TBD</u>
Bonding Company: _____	Phone: _____
2. Franchise Holder: _____	Phone: _____
3. Franchise Contact: _____	Phone: _____
4. Location (if applicable, length of installation in feet): <u>CR: 2206, 2245, 215, 220, 290, 2248, 289</u>	

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: _____

Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction.

7. Proposed start date: 7/11/2025 Completion date: 1/11/2026

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: Taylor Shelton

Date: 6/27/2025

Approved: _____

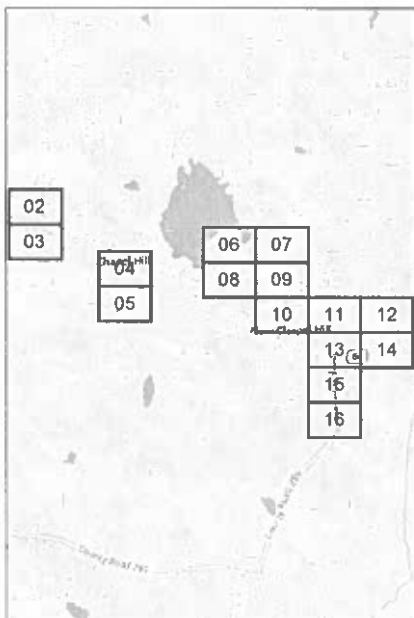
Smith County Road Administrator/Engineer

	METRONET - TYLR.02.017
	SMITH COUNTY PERMIT
	STREETS WITHIN PROPOSAL SCOPE:
1	COUNTY ROAD 2206
2	COUNTY ROAD 2245
3	COUNTY ROAD 215
4	COUNTY ROAD 220
5	COUNTY ROAD 290
6	COUNTY ROAD 2248
7	COUNTY ROAD 289

TYLR.02.017 **FTTH PROJECT**



ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!
 1-800-545-6005



AREA MAP

SMITH COUNTY **PERMIT** **DRAWINGS**

DATE: 6/27/2025

DRAWING INDEX	SHEET
COVER SHEET	01
CONSTRUCTION PLANS	D2-16
TYPICAL DETAILS	T1-T13

CONTACT INFORMATION	
PRIMARY CONTACT (NAME):	SHANNON BROWN
PHONE:	(812) 916-1462
EMAIL:	SHANNON.BROWN@METRONET.COM
ADDITIONAL CONTACT (NAME):	NICK WILLIAMS
PHONE:	(512) 328-2461
EMAIL:	NICK.WILLIAMS@WILCOMM.COM

PREPARED BY
WILLIAMS
 COMMUNICATIONS INC.
SINCE 1979
 5524 BEE CAVES RD, SUITE C-1
 AUSTIN TX 78746
 PHONE: (512) 328-2461
 www.wilcomm.com

VEXUS
 FIBER™

15

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

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

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

SUBMIT

Office Use Only
Agenda Item # _____



Smith County

Budget Transfer Request FY25

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

CCL#2

TRANSFER FROM:

Account Name	Account Number	Amount
Attorney Fees	10.428.4700.701	\$5,000.00

TRANSFER TO:

Account Name	Account Number	Amount
Temporary Help	10.428.4100.108	\$5,000.00

BRIEF EXPLANATION FOR REQUEST:

Funds are needed until the court administrator returns to work.

(has been ill & is facing a final surgical procedure).

Department Head:

[Signature] 8/6/25
Signature Date

Sara Maynard
Name (Please Print)

Auditor's Office

Kalisha Boyd 8/5/25
Signature Date

Approved by Commissioners Court Date



FY25 - BUDGET AMENDMENT - REVENUE

Fund Name: Fund 75

Amount: \$17,793.00

Account Number: 75.33913

Insurance Proceeds

To certify the receipt of insurance proceeds as indicated below.

VIN #	Department	Amount	
8813	Road and Bridge	\$17,793.00	Damages

Amendment #R2025-14

Court approved: _____

Neal Franklin, Smith County Judge



FY25 - BUDGET AMENDMENT - EXPENDITURE

Fund Name: Fund 75

Amount: \$17,793.00

To appropriate new revenue received and certified from the insurance settlements below.

VIN #	Department	Amount	Expenditure Acct.
8813	Road and Bridge	\$17,793.00	75.615.4400.477

Amendment #E2025-21

Court approved: _____

Neal Franklin, Smith County Judge

REQUEST FOR PAYMENT

GIVEN TO TREASURER FOR
BANK WIRE TRANSFER

PAYABLE TO: Optum Rx, Inc.

DATE 8/5/25

ACCOUNT NUMBER	INVOICE #	DESCRIPTION	AMOUNT
56.409.4450.405	1615962	Prescription Claim Cost Billing 7/16/25 – 7/31/25	\$155,793.04
56.409.4450.405	1615211	Claim Fee Billing 7/16/25 – 7/31/25	\$419.50
TOTALS		BALANCE DUE	\$156,212.54

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS HAS BEEN REQUESTED.

Asst. County Auditor

8/5/2025

Date

COMMISSIONERS COURT APPROVAL

BUDGET ADEQUATE - APPROVED

Kalisha Boyd

COMPLETED
8/5/25 ar

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

Submission Date: 08/07/2025	Submitted by: T. Wilson
Meeting Date: 08/12/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session 551.071 - Consultations with Attorney	
Agenda Category: <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	
Agenda Wording: 551.071 - Consultation with Attorney Deliberation and consultation with attorney regarding compliance and claims submitted under the Smith County Health Plan.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____