

COMMISSIONERS COURT AGENDA
Tuesday, August 26, 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 26, 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. Consider and take necessary action to adopt a resolution proclaiming August 26, 2025, as “Women’s Equality Day” in Smith County.

PRESENTATION

2. Presentation of employee recognition, longevity certificates, and service pins.

COURT ORDERS

COMMISSIONERS COURT

3. Consider and take necessary action to approve a bond increase, from \$10,000 to \$500,000, for County Court-at-Law 3 Judge Clay White, effective September 1, 2025, in accordance with SB 387 and authorize the county judge to sign all related documentation.
4. Consider and take necessary action to approve an order authorizing the issuance of Smith County, Texas General Obligation Bonds, Series 2025; levying an ad valorem tax in support of the bonds; approving a paying agent/registrar agreement and official statement; and authorizing other matters relating to the bonds.
5. Consider and take necessary action to approve the receipt of a donation from the Smith County 911 District of wireless microphones, worth the amount of \$2,875.90, to the Smith County Precinct 1 Constable’s Office.

CONSTABLE – PCT 2

6. Consider and take necessary action to approve the reclassification of Precinct 2 reserve deputy to full-time paid deputy effective no sooner than August 25, 2025.

ROAD AND BRIDGE

7. Consider and take necessary action to accept the completion of the construction contract for Roadway Improvements to CR 178, with an underrun amount of \$23,958.28, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to A. E. Shull & Company.

FIRE MARSHAL’S OFFICE

8. Consider and take necessary to approve the Emergency Support Function 6, Mass Care, Annex and allow the Emergency Management Coordinator to upload to the Texas Division of Emergency Management.
9. Consider and take necessary to approve the Emergency Support Function 2, Communication, Annex and allow the Emergency Management Coordinator to upload to the Texas Division of Emergency Management.

HUMAN RESOURCES

10. Consider and take necessary action regarding the Smith County Health Plan, to authorize renewal of stop loss to AMWINS and authorize the county judge to sign all related documentation.

ELECTIONS

11. Consider and take necessary action to appoint the 2025-2026 Election Judges from the lists submitted by the Democratic and Republican Parties, in accordance with Chapters 32 and 85 of the Texas Election Code.
12. Receive proclamation from Governor Greg Abbott ordering a Special Election for November 4, 2025, for the purpose of voting on 17 proposed constitutional amendments.
13. Consider and take necessary action to approve interlocal agreements for conducting elections between Smith County and the following political subdivisions for the November 4, 2025, Special Election and authorize the county judge to sign all related documentation.
 - a. City of Whitehouse,
 - b. Arp Independent School District,
 - c. Troup Independent School District,
 - d. Whitehouse Independent School District, and
 - e. East Texas Municipal Utility District.
14. Consider and take necessary action to approve the Notice of Combined Precincts for the November 4, 2025, Special Election.
15. Consider and take necessary action to approve the Notice of Election for the November 4, 2025, Special Election.
16. Consider and take necessary action to approve Facility Use Agreements between Smith County and the following locations for the November 4, 2025, Special Election and authorize the county judge to sign all related documentation.
 - a. Arp First Baptist Church,
 - b. Chapel Hill Fire Department,
 - c. Flint Baptist Church,
 - d. First Baptist Church-Gresham,
 - e. Hill Creek Baptist Church,
 - f. Mt. Carmel Baptist Church,
 - g. Noonday Community Center,
 - h. Old Tyler Airport,
 - i. Rose Heights Church-Lindale,
 - j. Shiloh Road Church of Christ,
 - k. St. Violet Baptist Church,
 - l. Swan Wood Springs Methodist Church,
 - m. Tyler Independent School District campuses: Bell Elementary, Clarkston Elementary, Jones-Boshears Elementary, and Three Lakes Middle School, and
 - n. Tyler Senior Center.

RECURRING BUSINESS

ROAD AND BRIDGE

17. Consider and take necessary action to authorize the county judge to sign the:
 - a. Final Plat for the Murphy 1 Subdivision, Precinct 3; and
 - b. Re-Plat for the Ben Roy Bay Subdivision, Precinct 1.
18. Receive pipe and/or utility line installation request (notice only) for, County Road 4134, 1143, 1145, and 1345, Metronet, install fiber optic cable, Precinct 4.

AUDITOR'S OFFICE

19. Receive monthly Auditor report and Executive Summary for July 2025.
20. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 8/22/2025

Time: 3:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1

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

Submission Date: 08/19/2025	Submitted by: Casey Murphy
Meeting Date: 08/26/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: Women's Equality 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: Consider and take necessary action to adopt a resolution proclaiming August 26, 2025, as "Women's Equality Day" in Smith County.	
Background: This resolution came through the website, requested by Tyler City Councilwoman Shonda Marsh and LaRhonda Hamilton.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jennafer Bell	Email: jbell@smith-county.com
Name: Casey Murphy	Email: cmurphy@smith-county.com
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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, Women's Equality Day commemorates the ratification of the 19th Amendment to the United States Constitution on August 26, 1920, granting women the right to vote and making a historic milestone in the advancement of democracy; and

WHEREAS, this day honors the courageous women who, through determination and sacrifice, fought tirelessly for equal rights and civic participation, ensuring that future generations would have a voice in shaping our nation's future; and

WHEREAS, Women's Equality Day serves as both a celebration of past achievements and a reminder of the ongoing efforts to achieve full equality for women in political, economic, educational and social spheres; and

WHEREAS, promoting gender equality benefits not only women but also strengthens families, communities and the democratic fabric of our county; and

WHEREAS, we affirm our commitment to fostering an inclusive and equitable community, where every resident, regardless of gender, has the opportunity to thrive and contribute to the public good.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim August 26, 2025, as

“ Women's Equality Day ”

in Smith County, and encourages all citizens to honor the legacy of the women's suffrage movement, celebrate the contributions of women to our community and continue the work toward achieving true equality for all.

WITNESS OUR HANDS THIS 26th 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

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Esmeralda Corona
Meeting Date:	Department: Personnel
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Personnel Service Recognition	
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: Presentation of employee recognition, longevity certificates, and service pins.	
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:

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Agenda Item # _____

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

August 2025 :

Kasey Philpott {CSCD} 30 Yrs.

Monica Powell {Juvenile Services} 25 Yrs.

Kendra Tuck { Juvenile Services} 15 Yrs.

Heather Boren {Auditor's Office} 10 Yrs.

Craig Lampin {Facilities Services} 5 Yrs.

Lakisha Wilpritt {County Clerk} 5 Yrs. (Current) + 12 yrs (Prior Experience with County Clerk's Office) = 17 yrs.

If you would like to be recognized in Commissioners Court, we will have our Service Recognition Ceremony on Tuesday, August 26, 2025 at 9:30 am. Please contact your supervisor or the HR office to make arrangements.

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

Submission Date: 8/20/2025	Submitted by: Rachel McCord
Meeting Date: 8/26/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Bond Increase - Judge Clay White, County Court-at-Law 3	
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 bond increase, from \$10,000 to \$500,000, for County Court-at-Law 3 Judge Clay White, effective September 1, 2025, in accordance with SB 387 and authorize the County Judge to sign all related documentation.	
Background: SB 387 raises the minimum bond requirements to not less than \$500,000 for judges in statutory county courts and county courts who preside over guardianship and probate proceedings in Texas. SB 387 takes effect on September 1, 2025.	
Financial and Operational Impact: The additional premium required to increase the existing bond was \$2,011.67.	
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 Monday at 12:00pm 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 # _____

From: [Judge Clay White](#)
To: [Judge Neal Franklin](#); [Thomas Wilson](#)
Subject: FW: Reminder
Date: Monday, August 4, 2025 12:15:03 PM
Attachments: [image001.png](#)

Judge and Mr. Wilson,

I don't know if you are aware but a law change requires the Judge handling the guardianships bond be increased to \$500,000. I am not even sure what my current bond is at this time. Who do I need to forward this information to other than your office.

Thanks for all you do.

Honorable Judge Clay White

County Court at Law No. 3
Smith County Courthouse

From: Texas CCL Judges Association <TCCLJA@PEACH.EASE.LSOFT.COM> **On Behalf Of** Amanda Matzke

Sent: Monday, August 4, 2025 12:05 PM


To: TCCLJA@PEACH.EASE.LSOFT.COM

Subject: Reminder

This Message Is From an External Sender

This message came from outside your organization.

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

[Report Suspicious](#) 

Just a friendly reminder: If you handle guardianship cases, your increased bond (\$500,000) has to be in place on September 1, 2025.

Amanda Matzke

Judge, County Court at Law #1

Brazos County, Texas

P: (979) 361-4250

F: (979) 361- 4519

Email: amatzke@brazoscountytexas.gov



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Western Surety Company

RIDER

To be attached to and form part of Bond No. 66485583

It is hereby mutually agreed and understood by and between Western Surety Company
and CLAY M. WHITE

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- ☐ Principal Name changed to:
- ☐ Principal Address changed to:
- ☐ Vehicle/Vessel/Hull Information changed to:
- ☐ Lost Instrument Information changed to:
- ☐ Identification Number changed to:
- ☒ Penalty Amount changed to: \$500,000.00
- ☐ Additional or Event Location:
- ☐ Effective Date changed to:
- ☐ Expiration Date changed to:
- ☐ The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 1st day of September, 2025.

Signed this 11th day of August, 2025.

WESTERN SURETY COMPANY

By: Larry Kasten

Larry Kasten, Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One COUNTY JUDGE COUNTY OF SMITH

bond with bond number 66485583

for CLAY M. WHITE

as Principal in the penalty amount not to exceed: \$500,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President Larry Kasten with the corporate seal affixed this 11th day of August, 2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By Larry Kasten

Larry Kasten, Vice President

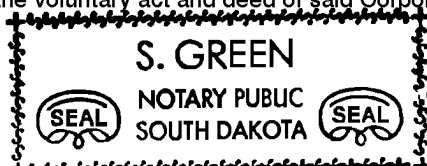
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} SS

On this 11th day of August, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



4

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

Submission Date: 8/14/2025	Submitted by: Jennafer Bell
Meeting Date: 8/26/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Texas General Obligation Bonds, Series 2025	
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 issuance of Smith County, Texas General Obligation Bonds, Series 2025; levying an ad valorem tax in support of the bonds; approving a paying agent/registrar agreement and official statement; and authorizing other matters relating to the bonds.	
Background: Order to be considered by the Commissioners Court on Tuesday, August 26 which authorizes the remaining \$20,000,000 in road bonds approved by voters on November 2, 2021. You will note there are blanks for the financial information for the terms of the Bonds; this information cannot be inserted until the Bonds are priced on August 25. The order provides for the terms of the bonds; makes covenants for the issuance of the bonds on a tax-exempt basis; approves the Preliminary Official Statement that you have reviewed, levies an ad valorem tax for payment of the bonds; and obligates the County to provide certain information to the Municipal Securities Rulemaking Board on an annual basis.	
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: Jeff Gulbas	Email: jgulbas@mphlegal.com
Name: J Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

CERTIFICATE FOR ORDER

THE STATE OF TEXAS
COUNTY OF SMITH

We, the undersigned Commissioners of the Commissioners Court of Smith County, Texas (the "*County*"), hereby certify as follows:

1. The Commissioners Court of the County convened in Regular Meeting on August 26, 2025, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

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

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Order entitled

ORDER AUTHORIZING THE ISSUANCE OF SMITH COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND OFFICIAL STATEMENT; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

was duly introduced for consideration and passage. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Order passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in the official minutes of the Commissioners Court; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Order; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Order, were the duly chosen, qualified and acting members of the Commissioners Court as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Order would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

3. The County Judge of the County has approved and hereby approves the aforesaid Order; that the County Judge and the County Clerk of the County have duly signed said Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Order for all purposes.

SIGNED AND SEALED AUGUST 26, 2025.

Karen Phillips
County Clerk

Neal Franklin
County Judge

(COUNTY SEAL)

ORDER AUTHORIZING THE ISSUANCE OF SMITH COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2025; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND OFFICIAL STATEMENT; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS
COUNTY OF SMITH

WHEREAS, at an election held in Smith County, Texas (the "County") held on November 2, 2021 (the "*Election*"), the voters of the County approved the issuance of unlimited tax road bonds by the County in the aggregate principal amount of \$45,000,000, pursuant to the following proposition:

"Shall the Commissioners Court of Smith County, Texas be authorized to issue bonds of the County in one or more series in the principal amount not to exceed \$45,000,000 for the purpose of constructing, acquiring by purchase, maintenance, and operation of macadamized, graveled, or paved roads, or in aid thereof, including but not limited to, constructing, designing, improving, extending, expanding, upgrading and/or developing roads, including right-of-way acquisition, utility relocation, drainage improvements relating to these road improvements, traffic safety, other safety, and operational improvements, and other transportation related improvements; such bonds to mature serially or otherwise not more than twenty (20) years from their date; and any issue or series of bonds to bear interest at such rate or rates as may be determined within the discretion of the Commissioners Court, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of the bonds; and shall the Commissioners Court of the County be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in said County sufficient to pay the annual interest and provide a sinking fund to pay bonds at maturity?"

WHEREAS, the County has previously issued its General Obligation Bonds, Series 2022 pursuant to the Election using \$18,000,000 in bond authorization and its General Obligation Bonds, Series 2024 pursuant to the Election using \$7,000,000 in bond authorization, and the Commissioners Court (the "*Court*") deems it necessary and advisable to authorize hereby and to issue and deliver a series of bonds for the purposes authorized by the Election and using \$20,000,000 of the voted authorization from the Election, leaving no authorization from the Election; and

WHEREAS, the Court hereby finds and determines that it is a public purpose and in the best interests of the County to issue the Bonds on the terms described herein;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bonds of the County are hereby authorized pursuant to Chapter 1471, Texas Government Code and Article III, Section 52 of the Texas Constitution, as amended, to be issued and delivered in the aggregate principal amount of \$[20,000,000], for the purpose of: constructing, acquiring by purchase, maintenance, and operation of macadamized, graveled, or paved roads, or in

aid thereof, including but not limited to, constructing, designing, improving, extending, expanding, upgrading and/or developing roads, including right-of-way acquisition, utility relocation, drainage improvements relating to these road improvements, traffic safety, other safety, and operational improvements, and other transportation related improvements (collectively, the "*Project*"), and for the payment of the costs of issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS; REDEMPTION.

(a) Each Bond issued pursuant to this Order shall be designated: SMITH COUNTY, TEXAS GENERAL OBLIGATION BOND, SERIES 2025," and initially there shall be issued, sold and delivered hereunder fully registered Bonds, without interest coupons, with the Bonds being dated August 15, 2025, in the respective denominations and principal amounts hereinafter stated, with the initial Bond numbered T-1 and with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the initial registered owner thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "*Registered Owner*"). As used in this Order, the term "Bonds" shall mean and include the Bonds initially issued and delivered pursuant to this Order and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

(b) Redemption of Bonds. On August 15, 203[] or on any date thereafter, the Bonds maturing on or after August 15, 203[], may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County (provided that a portion of a Bond may be redeemed only in multiples of \$5,000), at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

(c) Notice of Redemption. At least thirty days prior to the date fixed for any redemption of Bonds, or portions thereof, prior to maturity, the County shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Bond to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. All notices of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner.

(d) Firm Banking and Financial Arrangements. By the date fixed for any prior redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be redeemed. If written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be redeemed shall automatically be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond having the same maturity date, bearing interest at the same rate, in an integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County.

(e) Selection of Bonds, for Redemption. If less than all Bonds of the same maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall randomly select by lot the Bonds within such maturity to be redeemed.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 3. PAYMENT OF PRINCIPAL AND INTEREST. The Bonds shall mature and be payable on August 15 in each of the years and in the principal amounts, and shall bear interest in the manner provided, on the dates stated, and from the dates set forth, in the FORM OF BOND set forth in EXHIBIT A of this Order to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the FORM OF BOND in EXHIBIT A hereof.

Section 4. CHARACTERISTICS OF THE BONDS.

(a) The County shall keep or cause to be kept at the corporate trust office of Zions Bancorporation, National Association dba Amegy Bank in Houston, Texas (the "*Paying Agent/Registrar*") books or records for the registration of the transfer and exchange of the Bonds (the "*Registration Bonds*"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in EXHIBIT A of this Order. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in Exhibit A of this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the County or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Texas Government Code, Chapter 1201, Subchapter D, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/ Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds.

(c) The Bonds (i) shall be issued in fully-registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in Exhibit A of this Order. The Bond initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) The County covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each

Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Order, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Order, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(f) The Bonds issued in exchange for the Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and

subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(g) In the event that the County determines to discontinue the book-entry system through DTC or a successor of DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging the Bond shall designate, in accordance with the provisions of this Order.

(h) Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(i) The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(j) On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the County Judge, County Clerk and County Treasurer of the County, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bonds, the Paying Agent/Registrar shall cancel each of the initial Bonds and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially in the form shown in EXHIBIT A, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

Section 6. TAX LEVY; APPROPRIATION OF FUNDS.

(a) A special Interest and Sinking Fund (the "*Interest and Sinking Fund*") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for

and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures but never less than 2% of the original amount of the Bonds as a sinking fund each year; and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Accrued interest shall be deposited in the Interest and Sinking Fund.

(b) In order to pay any debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 7. ESTABLISHMENT OF PROJECT FUND.

(a) The Series 2025 Project Fund (the "*Project Fund*") is hereby created and shall be established and maintained by the County at an official depository bank of the County. Proceeds from the sale of the Bonds shall be deposited in the Project Fund.

(b) Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in the Project Fund may be invested as permitted by the Public Funds Investment Act, as amended.

(c) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(d) Maintenance of Funds. Any funds created pursuant to this Order, other than the Project Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

(e) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(f) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "*Defeased Bond*") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the County with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the County also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the County, or deposited as directed in writing by the County. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 8(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the County or deposited as directed in writing by the County.

(c) The term "*Defeasance Securities*" means any securities and obligations now or hereafter authorized by Texas law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the County elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the County expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Order shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and

deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bond, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including, without limitation, the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of refunded obligations expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds,

the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Court hereby authorizes and directs the County Judge, the County Auditor or the County Clerk to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the County obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The County covenants that the property financed with the proceeds of the Bonds in accordance with the Election, as described in the recitals to this Order, will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The County hereby adopts the procedures attached hereto as EXHIBIT B as a means of monitoring compliance with the federal tax covenants made herein.

Section 12. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT AND NOTICE OF SALE AND BIDDING INSTRUCTIONS.

(a) The Bonds are hereby sold and shall be delivered to [] (the "*Purchaser*") for the purchase price of \$[], representing the aggregate principal amount of the Bonds, plus a reoffering premium of \$[] less the Purchaser's discount of \$[]. The Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) It is hereby officially found, determined and declared that the Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of such and Bidding Instructions. It is further officially found, determined and declared that the Bonds have been offered pursuant to a Preliminary Official Statement dated August [], 2025,

which has been prepared and distributed in connection with the sale of the Bonds. The Preliminary Official Statement, the Official Statement, and any addenda, supplement or amendment thereto, have been and are hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Bonds is hereby approved. It is further officially found, determined and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the Issuer. The Court hereby finds and determines that the Preliminary Official Statement is deemed final as of its date.

Section 13. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

Section 14. USE OF PREMIUM FROM SALE OF THE BONDS; USE OF VOTED AUTHORIZATION FROM ELECTION.

(a) The premium received from the sale of the Bonds, in the amount of \$[] shall be applied as follows: (i) the sum of \$[] shall be deposited into the Project Fund and applied against voted authorization; (ii) the sum of \$[] shall be applied to pay costs of issuance incurred in connection with the issuance of the Bonds; (iii) the sum of \$[] shall be applied to pay the Purchaser's discount and (iv) the excess premium in the amount of \$[] shall be deposited to the interest and sinking fund for the Bonds. There is no accrued interest received from the sale of the Bonds.

(b) The voted authorization of Bonds which are being issued pursuant to the Election is \$20,000,000 (\$[] in principal amount and \$[] of premium from the sale of the Bonds. The balance of voted but unissued bonds authorized at the Election after this issuance of the Bonds is \$0.

Section 15. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the Registered Owners of the Bonds.

Section 16. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) "*Financial Obligation*" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(i) "*MSRB*" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

(ii) "*Rule*" means SEC Rule 15c2 12, as amended from time to time.

(iii) "*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the County, consisting of the following: (1) the quantitative financial information and operating data of the type included in Tables numbered 1 through 6 and 8 through 13 of the Official Statement and (2) the County's comprehensive annual financial report. The County will update and provide the information in Tables numbered 1 through 6 and 8 through 13 within six months after the end of each fiscal year ending in and after 2025 and, if not submitted as part of such annual financial information, the County will provide its audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in and after 2025. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(c) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the County appended to the Official Statement, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(d) If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(e) Event Notices.

(i) Material Event Notices. The County shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (A) non-payment related defaults; (B) modifications to rights of Registered Owners; (C) Bond calls; (D) release, substitution, or sale of property securing repayment of the Bonds; (E) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (F) appointment of a successor or additional trustee or the change of name of a trustee; and (G) incurrence of a Financial Obligation of the County, if material, or agreement to

covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect Bondholders, if material.

(ii) Event Notices Without Regard to Materiality. The County shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws: (A) principal and interest payment delinquencies; (B) unscheduled draws on debt service reserves reflecting financial difficulties; (C) unscheduled draws on credit enhancements reflecting financial difficulties; (D) substitution of credit or liquidity providers, or their failure to perform; (E) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (F) tender offers; (G) defeasances; (H) rating changes; (I) bankruptcy, insolvency, receivership or similar event of an obligated person; and (J) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties

(iii) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(f) Limitations, Disclaimers, and Amendments.

(i) The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give the notice required by subsection (e) hereof of any Bond calls and defeasance that cause the County to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR

TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(v) The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 17. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein

contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (i) Make any change in the maturity of any of the outstanding Bonds;
- (ii) Reduce the rate of interest borne by any of the outstanding Bonds;
- (iii) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (iv) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment;
or
- (v) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such notice, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 18. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 19. FURTHER ACTIONS.

(a) The County Judge, County Clerk, County Treasurer and County Auditor of the County are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as

may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, County Clerk, County Treasurer and County Auditor of the County are each hereby authorized and directed to approve any non-substantive changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain bond insurance or the approval of the Bonds by the Texas Attorney General's office.

(b) In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(c) The obligation of the initial purchasers to accept delivery of the Bonds is subject to the initial purchasers being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the County, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchasers.

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 21. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 22. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 23. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 24. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an event of default (an "*Event of Default*"):

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights

of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the County.

Section 25. REMEDIES FOR DEFAULT.

(a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

Section 26. REMEDIES NOT EXCLUSIVE.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or Commissioners of the County or the Court.

EXHIBIT A

FORM OF BOND

(a) The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order,

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS SMITH COUNTY, TEXAS GENERAL OBLIGATION BOND SERIES 2025	PRINCIPAL AMOUNT \$_____
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<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	September [], 2025	August 15, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE SPECIFIED ABOVE, SMITH COUNTY, TEXAS (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above or the date of redemption prior to maturity, the Principal Amount specified above. The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date shown above at the Interest Rate per annum specified above. Interest is payable on February 15, 202[6], and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or the date fixed for its redemption prior to maturity, at the corporate trust office of Zions Bancorporation, National Association dba Amegy Bank in Houston, Texas, which is the "Paying

Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the Order authorizing the issuance of this Bond (the "*Bond Order*") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "*Record Date*") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "*Special Payment Date*," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Bonds shall be payable in the regular manner described above). The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "*Interest and Sinking Fund*" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar that is designated for payment of the Bonds is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A SERIES OF BONDS dated as of August 15, 2025, authorized and issued in accordance with Article III, Section 52 of the Constitution and laws enacted under the Constitution in the principal amount of \$[20,000,000] for the constructing, acquiring by purchase, maintenance, and operation of macadamized, graveled, or paved roads, or in aid thereof, including but not limited to, constructing, designing, improving, extending, expanding, upgrading

and/or developing roads, including right-of-way acquisition, utility relocation, drainage improvements relating to these road improvements, traffic safety, other safety, and operational improvements, and other transportation related improvements and for the payment of the costs of issuance of the Bonds.

ON AUGUST 15, 203[] OR ON ANY DATE THEREAFTER, the Bonds maturing on and after August 15, 203[] may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on August 15 in the years [] (the "Term Bonds") are subject to scheduled mandatory sinking fund redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturing on August 15, 20	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
8/15/20	
8/15/20	
8/15/20 (maturity)	

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of the same maturity which, at least fifty (50) days prior to a mandatory redemption date (1) shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date or purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, the County shall cause written notice of such redemption to be sent by United States mail, first class, postage prepaid, to each Registered Owner of a Bond to be redeemed, in whole or in part, at the address of the Registered Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. By the date fixed for any such redemption, due provision shall be made with the Paying

Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in an integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

ALL BONDS OF THIS SERIES are issuable solely as fully-registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully-registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Bond or portion thereof shall be paid by the County, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of an unredeemed balance of a Bond called for redemption in part.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limit prescribed by law.

THE COUNTY ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

(signature)
County Clerk

(signature)
County Judge

(signature)
County Treasurer

[COUNTY SEAL]

(b) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in exchange for a bond or bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Zions Bancorporation, National Association dba
Amegy Bank
Houston, Texas
Paying Agent/Registrar

By _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please insert name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(e) Initial Bond Insertions. The Initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"SMITH COUNTY, TEXAS (the "*County*"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "*Registered Owner*"), on the Maturity Dates, in the Principal Amounts and bearing interest at the per annum Interest Rates set forth in the following schedule:

<u>Maturity</u>	<u>Principal</u>	<u>Interest</u>
<u>Date</u>	<u>Amount</u>	<u>Rate</u>
□	□	□

THE COUNTY PROMISES TO PAY INTEREST ON THE UNPAID PRINCIPAL AMOUNT hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 202[6], and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the bond order (the "*Authorizing Document*") authorizing the issuance and sale of tax-exempt debt such as the Bonds (the "*Bonds*"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "*Closing Documents*"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Bonds.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Bonds. The County Auditor (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "*Responsible Person*") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Bonds issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Bonds that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Bonds (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Bonds must be entered into within 6 months of the date of closing of the Bonds (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Bonds and restrict the yield of such investments to the yield on the Bonds after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Bonds at the time the Bonds are refunded, or if there are unspent proceeds of the Bonds that are being refunded by a new issuance of Bonds, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Bonds and any Bonds being issued for refunding purposes.
2. Procedures applicable to Bonds with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Bonds that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Bonds invested at a yield higher than the yield on the Bonds will not exceed the lesser of (1) 10% of the principal amount of the Bonds, (2) 125% of the average annual debt service

on the Bonds measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Bonds as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Bonds. In addition to the foregoing, if the Issuer issues Bonds and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
 - b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).
4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Bonds, the Responsible Person will:
 - a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
 - b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
 - c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Bonds are retired;
 - d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Bonds, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period; and
 - e. Ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Bonds can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Bonds does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Bonds;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
 - a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
 - b. has a right to use the output of the Project (e.g., water, gas, electricity); or
 - c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Bonds are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Bonds are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of Bonds, such records shall be maintained until the three (3) years after the refunding Bonds mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

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

Submission Date: 8/19/2025	Submitted by: Jennafer Bell
Meeting Date: 8/26/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Donation of wireless microphones	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the receipt of a donation from the Smith County 911 District of wireless microphones, worth the amount of \$2,875.90, to the Smith County Precinct 1 Constable's Office.	
Background: This is a request for wireless mics in the amount of \$2,875.90, In this case if the County approves or accepts the request then Bill Morales from the SC 911 District would order/pay for the mics and have them delivered to the constables office.	
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 type="checkbox"/>	
Return Signed Documents to the following:	
Name: Bill Morales	Email: bmorales@911district.com
Name: J Bell	Email: jbell2@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 Monday at 12:00pm 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 # _____

**REQUEST FOR PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION
FUNDS FROM SC 9-1-1 DISTRICT**

Date of Request: August 4, 2025

Smith County Constables Precinct 1, a local governmental entity in Smith County, Texas, here requests that the SC 9-1-1 District consider and approve this Request for Public Safety Answering Point (PSAP) Project Participation Funds to enhance and improve 9-1-1 System operations as described:

A. Amount of Funds Requested --\$2875.90

B. Description of how funds will be used to enhance or improve 9-1-1 operations in Smith County: Purchase (5) wireless, Bluetooth Radio Microphones for Constable and Deputies.

I, the undersigned, am authorized to enter contracts on behalf of Smith County Constables Precinct 1 and I here represent that I am authorized to make this funding request on behalf of Smith County Constables Precinct 1

I understand that should this request be approved, this Request form shall so note and be signed by the SC 9-1-1 Director and that by the addition of his signature, this document will be attached as either a fully incorporated EXHIBIT or AMENDMENT to the original *INTERLOCAL PUBLIC SAFETY ANSWERING POINT (PSAP) PROJECT PARTICIPATION FUNDING AGREEMENT* between SC 9-1-1 District and Smith County Constables Precinct 1

I understand that should this request be denied, that the same or different future funding requests may be made and that each such request will be reviewed and approved or denied based on the totality of circumstances and funding opportunities available at the time of each such request.

Signed this 20 day of August, 2025.

On behalf of Smith County Constables Precinct 1:



Ralph Caraway Jr, Authorized Representative (Constable)

FOR SC 9-1-1 DISTRICT USE ONLY: Funding Approval or Denial

1. Having considered the foregoing and finding that mutual interests to improve Smith County 9-1-1 System services are served by granting the above described funding request, the request is **HEREBY APPROVED**.

OR

2. The District, having considered the above request, cannot currently fund the described project and therefore, the request is **HEREBY DENIED**.

Signed this _____ day of _____, 2025.

On behalf of SC 9-1-1 District:


Bill Morales, Director

A copy of the signed Request form shall be sent to the requesting entity by certified mail, return receipt requested.

08/04/2025

SMITH COUNTY
227 N SPRING ST
SHERIFF DEPT
TYLER, TX 75702

RE: Motorola Quote for APX Accessories

Dear Ralph Caraway JR,

Motorola Solutions is pleased to present SMITH COUNTY with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SMITH COUNTY with the best products and services available in the communications industry. Please direct any questions to Joel Cutright at joelcutright@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Joel Cutright

Motorola Solutions Manufacturer's Representative

Billing Address:
SMITH COUNTY
227 N SPRING ST
SHERIFF DEPT
TYLER, TX 75702
US

Shipping Address:
SMITH COUNTY
200 E FERGUSON STE 203
SMITH COUNTY IT DEPT
TYLER, TX 75702
US

Quote Date:08/04/2025
Expiration Date:10/03/2025
Quote Created By:
Joel Cutright
joelcutright@callmc.com

End Customer:
SMITH COUNTY
Ralph Caraway JR
RCaraway@smith-county.com
903-590-2609

Contract: 38451 - TXWARN 2024
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale
1	PMMN4158C	WM800 WIRELESS RSM WITH BATTERY	5	\$602.00	\$451.50	\$2,2
2	PMPN4653A	CHGR DESKTOP DUAL UNIT EXT PS NA	5	\$78.00	\$58.50	\$2
3	PMNN4846A	BATTERY PACK,BATT LIION UL DIV2 IP68 2150T	5	\$86.90	\$65.18	\$3

Grand Total **\$2,875.90(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

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

Submission Date: 08/15/2025	Submitted by: Constable Wayne Allen
Meeting Date: 08/19/2025	Department: Constable Pct #2
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Approve moving Deputy James Jones from Reserve to Full Time	
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: Approve reclassification of Precinct #2 reserve deputy James Jones to full time paid deputy effective no sooner than 8/25/25.	
Background: Deputy Steve Dunklin is retiring effective 8/22/25 and we are hiring Reserve Deputy James Jones as a full time paid deputy to replace Deputy Dunklin	
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: wallen@smith-county.com	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 # _____

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: AUGUST 15, 2025	Submitted by: FRANK DAVIS
Meeting Date: AUGUST 26, 2025	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Road Improvements - Acceptance of Project	
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 accept the completion of the construction contract for Roadway Improvements to CR 178, with an underrun amount of \$23,958.28, authorize the County Judge to execute the Reconciliation Change Order, and authorize final payment to A. E. Shull & Company.	
Background: The Road and Bridge Department is requesting The Commissioners Court to accept the completion of RB-18-25, Roadway Improvements to CR 178 (FM 2868 to CR 168), as performed by A. E. Shull & Company. The contract was awarded in the bid amount of \$717,164.10. The final construction cost is in the amount of \$693,205.82, resulting in an underrun of \$23,958.28. Paving improvements were made to a total of 2.008 miles of county roadways.	
Financial and Operational Impact: Underrun amount of awarded contract is \$23,958.28	
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: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

RECONCILIATION CHANGE ORDER

PROJECT NAME: ROADWAY IMPROVEMENTS TO CR 178 (FM 2868 to CR 168)
CONTRACTOR: A.E. SHULL & COMPANY, INC.
ADDRESS: P.O. BOX 130365, TYLER, TEXAS 75713
PHONE NO.: 903-561-5061

DATE: 14-Aug-25
PROJECT: RB-18-25

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
100	PREPARE ROW	STA	106.00	106.00	0.00	\$ 60.00	\$ -
134	BACKFILL PVMT EDGE (TY B)	STA	106.00	106.00	0.00	\$ 28.50	\$ -
150	BLADING FOR DITCH MAINTENANCE	HR	10.00		(10.00)	\$ 90.00	\$ (900.00)
251	RWK BS MTL (TY D)(ORD COMP)(8 IN)	SY	30,930.00	30,930.00	0.00	\$ 1.50	\$ -
275-A	CEMENT (3.5%)(19 LBS/SY)	TON	315.00	316.34	1.34	\$ 250.00	\$ 335.00
275-B	CEMENT TREAT (EXIST MATL)(8 IN)	SY	30,930.00	30,930.00	0.00	\$ 1.40	\$ -
310	PRIME COAT (MC-30)	GAL	5,600.00		(5,600.00)	\$ 0.01	\$ (56.00)
340	D-GR HMA TY-D (SURF)	TON	3,400.00	3,390.96	(9.04)	\$ 142.00	\$ (1,283.68)
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK	10.00	5.00	(5.00)	\$ 200.00	\$ (1,000.00)
560	MAILBOX - TEMP RELOCATE & RE-INSTALL	EA	10.00		(10.00)	\$ 0.01	\$ (0.10)
666-A	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	21,200.00	21,264.00	64.00	\$ 0.70	\$ 44.80
666-B	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	21,200.00	20,546.00	(654.00)	\$ 0.70	\$ (457.80)
666-C	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	60.00	24.00	(36.00)	\$ 15.50	\$ (558.00)
672	REFL PAV MRKR TY II-A-A	EA	540.00	525.00	(15.00)	\$ 5.50	\$ (82.50)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 20,000.00	\$ (20,000.00)
TOTAL: CR 178 ROADWAY IMPROVEMENTS							\$ (23,958.28)

Original Contract Total	\$ 717,164.10
Amount of Approved Change Orders	\$0.00
Adjusted Contract Amount	\$717,164.10
Increase/Decrease Amount in Original Contract Quantities	\$ (23,958.28)
Increase/Decrease Amount of Approved Change Orders	\$0.00
Materials on Hand	\$0.00
TOTAL AMOUNT THIS CHANGE ORDER	(\$23,958.28)

FINAL CONTRACT TOTAL **\$693,205.82**

This Document will become a supplement to the contract and all provisions will apply hereto.

**RECOMMENDED
FOR APPROVAL:**

County Engineer Date

ACCEPTED:

Contractor Date

ACCEPTED:

County Judge Date

8

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

Submission Date: 8/12/2025	Submitted by: Brandon Moore
Meeting Date: 8/26/2025	Department: Fire Marshal
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Emergency Support Function 6 - Mass Care	
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 to approve the Emergency Support Function 6, Mass Care, Annex and allow the Emergency Management Coordinator to upload to the Texas Division of Emergency Management.	
Background: Part of the required documentation for the Emergency Operations Plan	
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 # _____



**Emergency Support Function (ESF) #6
Mass Care, Emergency Assistance, Temporary Housing &
Human Services**

Record of Changes

#	Date	Description	Name/Initials
1		Annex C, O, T Conversion to ESF 6	

ESF Responsible Parties

Smith County Judge, Emergency Management Director

Print

Date

Sign

Primary Agency/ESF Coordinator

Smith County Office of Emergency Management

Support Agencies:

Smith County Fire Marshal's Office
Smith County Sheriff's Office and other Law Enforcement Agencies
Northeast Texas Public Health District
Smith County and City Fire Departments/Emergency Service Districts
Smith County Road and Bridge Department
Emergency Medical Services
Hospitals
The American Red Cross
The Salvation Army
Smith County Community Emergency Response Team (CERT)
Smith County Community Organizations Active in Disaster (COAD)

I. PURPOSE

The purpose of the Emergency Support Function (ESF) 6 annex for mass care is to establish a systematic and coordinated approach for providing essential services and assistance to individuals and communities affected by incidents or disasters. This annex outlines the roles, responsibilities, and coordination mechanisms among various agencies involved in mass care, including government entities, non-profit organizations, and private sector partners. The primary focus is on ensuring the timely and effective delivery of services such as shelter, food, medical care, and other essential needs to those impacted by the incident. ESF 6 plays a critical role in coordinating resources, information, and support to address the immediate and short-term needs of affected populations. The annex emphasizes the importance of collaboration, communication, and proactive planning to address mass care challenges effectively and ensure a compassionate and comprehensive response within the jurisdiction.

Emergency Support Function (ESF) #6 Mass Care, Emergency Assistance, Temporary Housing & Human Services coordinates the delivery of mass care, emergency assistance, temporary housing, and human services in response to people affected by a disaster.

II. SCOPE

The scope of the Emergency Support Function (ESF) 6 annex for mass care encompasses a comprehensive framework designed to address the immediate and

short-term needs of individuals and communities affected by incidents or disasters. This annex outlines the coordination and cooperation among various agencies and organizations responsible for mass care, including government bodies, non-profit entities, and private sector partners. The scope extends to providing essential services such as shelter, food, medical care, and other humanitarian assistance to those impacted by the incident. ESF 6 functions as a pivotal element in coordinating the deployment and management of resources, including personnel and facilities, to ensure a rapid and effective response. Additionally, the annex emphasizes the development and maintenance of plans, coordination with other ESFs, and collaboration with local, regional, and state agencies to enhance overall community resilience. The scope underscores the importance of communication, resource management, and proactive planning to address mass care challenges efficiently and compassionately during incidents within the jurisdiction.

ESF #6 promotes the delivery of services and the implementation of programs to assist individuals, households, and families impacted by an incident. ESF #6 includes four primary functions:

- Mass Care
- Emergency Assistance
- Temporary Housing
- Human Services

III. SITUATION AND PLANNING ASSUMPTIONS

The Emergency Support Function (ESF) 6 annex for mass care operates under specific situation and planning assumptions to guide its strategic preparedness and response effectively. The situational context anticipates a range of incidents, from natural disasters to human-made emergencies, causing displacement and immediate needs for affected populations. Planning assumptions recognize the potential for disruptions in basic services, such as power, water, and transportation, requiring coordinated efforts to provide essential care. Assumptions also consider the need for swift mobilization of resources, including shelters, medical assistance, and food supplies, to address the immediate needs of diverse populations. The annex anticipates collaboration with other ESFs, local, regional, and state agencies, as well as non-governmental organizations, to ensure a unified approach. Planning assumptions account for factors such as communication challenges, resource constraints, and the need for adaptable strategies to effectively address the dynamic nature of mass care challenges during incidents or disasters within the jurisdiction. Overall, the annex's planning assumptions provide a foundation for proactive and coordinated measures to address the immediate and short-term needs of affected populations.

A. Situation

1. The American Red Cross (ARC) has taken the responsibility of developing and maintaining shelter agreements with public and private

facilities in Smith County. If needed, the Smith County Office of Emergency Management may work with other organizations to identify and utilize additional facilities to augment those already designated as ARC shelters. Due to limited personnel, funding, and facilities, the County will rely on the American Red Cross and supporting agencies to fulfill all sheltering obligations.

2. In compliance with the Pets Evacuation and Transportation Act of 2006, the rescue, care, and sheltering of companion animals (household pets) will be provided as able. The Smith County Office of Emergency Management and its ESF partners will work with the local animal shelter/Humane Society and other rescue organizations as required. Due to Smith County not owning any usable shelter space, pet sheltering will be on a case-by-case basis and will ultimately be the decision of the shelter owner and/or manager.

B. Planning Assumptions

1. Most people displaced by a disaster will stay with family or friends, rather than seek public shelter. Even though the majority of people will initially stay with friends or relatives, as the duration of displacement continues, more people will seek assistance with long-term sheltering needs.
2. Numerous hazards have the potential to require an evacuation. The actual situation will determine the scope and the number of evacuees who will utilize a shelter.
3. The Smith County Emergency Management Director (County Judge), or designee, will determine if a care site is to be opened and will work with the support agency to identify the care site(s) in coordination with the American Red Cross, or other organization(s), and the agency that is the provider of the site.
4. All government/volunteer/private sector resources will be utilized as necessary.
 - a. A Memorandum of Understanding will be signed with a local Non-Profit to manage volunteers and/or donations.
 - b. Each city will be responsible for identifying locations for volunteers and donations management. In the event a local Non-Profit is unable to accommodate city/county needs, and all other local resources are exhausted, a State of Texas Assistance Request will be made for an Incident Support Task Force team.
5. As needed, sheltering, feeding, and emergency first aid activities will begin as soon as the need is identified after the incident. Staging of facilities may occur before the incident if/when a significant event is anticipated, is authorized as described in Section 3, B, 3. Family Assistance Centers (FAC), Family Reunification Centers

(FRC) may be established to help coordinate efforts once needs are identified.

- a. Each City will be responsible for identifying, establishing, and coordinating FACs, FRCs, and other shelters as needed.
 - b. Resources can be requested as needed once local resources have been exhausted.
 - c. Cities can, and are encouraged to, mutually support each other.
6. A Joint Information Center (JIC) may be established to coordinate among agencies providing information to minimize the number of inquiry points for families.
 7. All information regarding shelter lists, casualties, hospital admissions, etc., will be sent to the County EOC to be compiled. The Joint Information Center, and/or County PIO, will be responsible for releasing information about persons identified on shelter lists, casualty lists, hospital admission, etc. This information will be made available to family members to the extent allowable under confidentiality regulations.

IV. CONCEPT OF OPERATIONS

The concept of operations for the Emergency Support Function (ESF) 6 annex in mass care establishes a strategic framework to ensure a coordinated, compassionate, and effective response to the immediate needs of individuals and communities affected by incidents or disasters. The annex functions by delineating clear roles and responsibilities among various agencies involved in mass care, fostering collaboration, and emphasizing proactive planning. In the event of an incident, the concept of operations guides the rapid activation of mass care structures, facilitating the establishment of shelters, provision of food, medical care, and other essential services. It underscores the importance of coordination in deploying and managing resources efficiently to meet the immediate needs of diverse populations. The concept emphasizes the development and maintenance of plans, communication strategies, and collaboration with other ESFs, local, regional, and state agencies to enhance overall community resilience. Continuous improvement through lessons learned, feedback mechanisms, and inter-agency cooperation is integral to the concept, ensuring a compassionate and comprehensive approach to mass care challenges within the jurisdiction.

A. General

1. The mass care, emergency assistance, housing and human services operations will be coordinated from the Smith County Emergency Operations Center (EOC), or from the Smith County Office of Emergency Management where Emergency Management will work closely with the American Red Cross (ARC) and other support agencies to manage mass

care, emergency assistance, housing and human services operations, and provide overall coordination of the activities associated with ESF #6.

2. Close coordination will be maintained by local level Volunteer and/or Donations management organizations for any volunteers, or volunteer agencies providing human services assistance to avoid duplication of some services and a lack of others. Depending on the scope of the event, the Smith County Office of Emergency Management may utilize the Smith County COAD (Community Organizations Active in Disaster) to ensure the coordinated, timely, and equitable provision of human services programs.
3. The number of people in need and the type of services required will vary greatly depending on the hazard and its severity. The population affected could range from very few in an isolated event (e.g., localized flooding) to large numbers if the incident impacts a densely populated area (e.g., a major power outage affecting the entire area).
4. The type and duration of operations required will depend on the specifics of the event. For example, long-term mass care operations may be needed after a catastrophic disaster causing widespread damage to local housing resources; however, a major power failure may only require limited shelter stays with minimal permanent housing issues.
5. ESF #6 will be organized into four primary functions:
 - a. Mass Care – Mass Care involves the coordination of non-medical mass care services to include:
 - sheltering of survivors
 - sheltering of pets, exotic animals, and livestock
 - organizing feeding operations
 - providing emergency first aid at designated sites
 - collecting and providing information on survivors to family members
 - assisting with the bulk distribution of emergency relief items
 - b. Emergency Assistance – This assistance will ensure that immediate needs beyond the scope of the traditional "mass care" services provided at the local level are addressed. These services include:
 - Reunification of families
 - Provision of aid and services to functional needs populations
 - Evacuation /re-location
 - Sheltering
 - Other emergency services for:
 - Household pets and services animals
 - Support to specialized shelters

- Support to medical shelters
 - Non-conventional shelter management
 - Coordination of donated goods and services
 - Coordination of voluntary agency assistance (e.g. COAD)
- c. Housing (Sheltering) – Housing (Sheltering) involves the provision of assistance for short-and long-term housing needs of survivors. Housing options include:
- Coordination with access to Organizations Active in Disaster
 - Referrals
 - Coordination with financial resources such as Small Business Administration and Housing of Urban Development.
 - Access to other sources of housing assistance.
- d. Human Services (Disaster Survivor Services) – Human Services includes the implementation of disaster assistance programs to help disaster survivors recover their non-housing losses. These programs include programs to:
- Help to obtain:
 - Disaster loans (Non-profit, State, Federal)
 - Food stamps
 - Crisis counseling
 - Disaster unemployment
 - Disaster legal services
 - Support and services for special needs populations
 - Other Federal and State benefits.
6. Support to Unaffiliated Volunteers and Unsolicited Donations – The procedures, processes, and activities for assistance to support spontaneous volunteers and unsolicited donations are the responsibilities of the city Office of Emergency Management in concert with the Smith County Office of Emergency Management. Support to volunteer and donations management may include the following:
- a. A database system to manage and record offers of donated goods and services.
 - b. Warehouse support for housing unsolicited donated goods.
 - c. Coordination of unsolicited private and international donations.
7. Voluntary Agency Coordination – ESF #6 works in concert with local COADs, faith-based organizations, and the private sector to facilitate an inclusive, multiagency, community-wide, and coordinated response and recovery effort. ESF #6 works with local officials, private non-profit organizations, the State, and others to establish a long-term recovery strategy to address the unmet needs of individuals and families, including

those with special needs. ESF #6 may also coordinate with COADs and international relief organizations to support the efforts of local voluntary agencies and faith-based organizations.

B. Actions by Operational Timeframe

1. Preparedness

- a. Implement a public education campaign regarding the importance of having a family disaster plan and 72-hour preparedness kit.
- b. Identify and inspect suitable shelter facilities.
- c. Develop and test emergency plans and procedures.
- d. Train personnel to perform emergency functions.
- e. Participate in Emergency Management training and exercises.

2. Response

- a. Open, staff, and manage shelters.
- b. Identify and provide temporary housing resources.
- c. Provide representatives to the EOC and work within the EOC structure to meet mass care, housing, and human services needs.
- d. Make suitable accommodations for special needs populations.
- e. Disseminate information for iSTAT and pSTAT information for citizens to report damages.

3. Recovery

- a. Provide public information regarding safe re-entry to damaged areas.
- b. Continue to work closely with the EOC to support on-going activities.
- c. Identify and provide long-term housing resources.
- d. Compile information from iSTAT and pSTAT reporting information.
- e. Form a long-term recovery assistance team to help ensure individuals and families affected by the disaster continue to receive assistance for serious needs and necessary expenses.
- f. Participate in after action critiques and reports.
- g. Make changes in standard operating procedures and this ESF to improve future operations.

4. Mitigation

- a. Participate in the hazard identification process and take steps to correct deficiencies in the mass care, housing, and human services function.
- b. Implement a public education campaign regarding the importance of having adequate homeowners and renters insurance.

V. ROLES AND RESPONSIBILITIES

A. Primary Agency/ESF Coordinator

Smith County Office of Emergency Management

1. Coordinate ESF #6 activities.
2. Coordinate dissemination to the public on shelter openings (with ESF #15)
3. Advise the State EOC on shelters opened, number sheltered, etc.
4. Work with the American Red Cross to accomplish the following:
 - Open and manage shelters.
 - Provide food, clothing, emergency medical care and other urgent disaster-related needs.
 - Identify and deploy trained personnel to manage mass care operations.
 - Work with the EOC team to assess staffing, equipment, and supply requirements.
 - Inspect shelters and maintain updated shelter lists and agreements beyond those maintained by the ARC.
 - Implement procedures for registration, tracking, feeding, and other mass care functions.
 - Coordinate the activities of the volunteer agencies providing assistance.

B. Support Agencies

1. Smith County Fire Marshal's Office

- a. Coordination of Shelter Operations:
 - i. Collaborate with Emergency Support Function 6 to coordinate and support the establishment and management of emergency shelters for displaced individuals.
- b. Resource Mobilization:
 - i. Assist in identifying and mobilizing resources required for mass care operations, including personnel, equipment, and supplies to address the needs of affected populations.
- c. Community Outreach and Communication:
 - i. Engage in community outreach efforts to disseminate information about available mass care services and provide guidance on emergency shelter locations.
- d. Assessment of Needs:
 - i. Work closely with Emergency Support Function 6 to assess the specific needs of displaced individuals, including medical assistance, food, and shelter requirements.
- e. Logistical Support:
 - i. Provide logistical support to facilitate the transportation and distribution of essential supplies, ensuring a streamlined and efficient mass care response.
- f. Collaboration with Local Agencies:
 - i. Collaborate with local agencies and organizations to

enhance the overall coordination and effectiveness of mass care services within Smith County.

2. Smith County Sheriff's Office and Law Enforcement Agencies

- a. Security and Safety at Shelters:
 - i. Provide security and law enforcement support at emergency shelters to ensure the safety and well-being of displaced individuals.
- b. Traffic Control and Evacuation Assistance:
 - i. Assist in traffic control and evacuation procedures, working to maintain order and facilitate the safe movement of people during mass care operations.
- c. Crowd Management:
 - i. Manage crowds and address any potential security concerns at mass care facilities and distribution points for essential supplies.
- d. Collaboration with Mass Care Partners:
 - i. Collaborate with mass care partners and agencies to facilitate a coordinated response, ensuring effective communication and collaboration during emergency situations.
- e. Community Engagement and Education:
 - i. Engage with the community to provide information on mass care services, evacuation procedures, and other relevant emergency response details.
- f. Resource Support:
 - i. Support the allocation and distribution of law enforcement resources, including personnel and equipment, to enhance the overall security and efficiency of mass care operations.

3. Northeast Texas Public Health District

- a. Public Health and Medical Support:
 - i. Provide expertise in public health matters to ensure the health and well-being of individuals in mass care facilities, addressing medical needs and promoting hygiene.
- b. Disease Prevention and Control:
 - i. Implement measures for disease prevention and control within mass care settings, including the promotion of vaccination campaigns and health education.
- c. Mental Health Support:
 - i. Offer mental health services and support for individuals affected by the emergency, addressing psychological well-being and providing counseling services.
- d. Coordination with Healthcare Partners:
 - i. Collaborate with healthcare facilities and professionals to facilitate medical support and address the unique health requirements of displaced individuals.
- e. Health Surveillance and Monitoring:

- i. Conduct health surveillance and monitoring to identify potential outbreaks or health-related issues within mass care facilities, taking proactive measures to mitigate risks.
 - f. Community Health Education:
 - i. Engage in community health education initiatives to inform displaced individuals about health-related matters, preventive measures, and available healthcare services.
 - g. Collaboration with Mass Care Partners:
 - i. Work closely with other mass care partners, agencies, and organizations to ensure a coordinated and comprehensive approach to meeting the health and medical needs of affected populations.
- 4. Smith County and City Fire Departments/Emergency Service Districts
 - a. Shelter Operations and Support:
 - i. Establish and operate emergency shelters for displaced individuals, providing essential services such as food, water, and basic medical assistance.
 - b. Emergency Medical Services (EMS) Support:
 - i. Provide emergency medical services to individuals in mass care facilities, addressing immediate healthcare needs and coordinating with healthcare partners as necessary.
 - c. Evacuation Assistance:
 - i. Assist in the safe and orderly evacuation of residents from affected areas, coordinating with law enforcement for traffic management and ensuring the welfare of evacuees.
 - d. Resource Mobilization:
 - i. Mobilize firefighting and emergency service resources, including personnel and equipment, to support mass care operations and address immediate needs.
 - e. Community Outreach and Communication:
 - i. Engage with the community to disseminate information about mass care services, evacuation procedures, and other relevant emergency response details.
 - f. Collaboration with Mass Care Partners:
 - i. Collaborate with mass care partners, agencies, and organizations to ensure a coordinated response, facilitating efficient communication and collaboration during emergency situations.
 - g. Logistical Support:
 - i. Provide logistical support for the transportation and distribution of essential supplies, ensuring a streamlined and efficient mass care response.
- 5. Smith County Road and Bridge Department
 - a. Infrastructure Assessment and Accessibility:
 - i. Assess the condition of roads and bridges to ensure accessibility for mass care operations, especially focusing

- on routes leading to emergency shelters and distribution points.
 - b. Road Maintenance and Repair:
 - i. Undertake immediate road maintenance and repair activities to address any damages caused by emergency situations, ensuring safe transportation for mass care resources and personnel.
 - c. Logistical Support for Supplies Distribution:
 - i. Collaborate with mass care partners to provide logistical support for the transportation and distribution of essential supplies to mass care facilities and affected areas.
 - d. Coordination with Emergency Services:
 - i. Coordinate with emergency services, including fire departments and law enforcement, to facilitate the smooth movement of vehicles and resources during mass care operations.
 - e. Infrastructure Coordination with Mass Care Facilities:
 - i. Collaborate with mass care facilities to address infrastructure needs, including parking areas, access points, and emergency vehicle routes.
 - f. Community Outreach and Information:
 - i. Engage in community outreach to disseminate information about road conditions, closures, and alternative routes, ensuring clear communication with the public during emergencies.
 - g. Collaboration with Mass Care Partners:
 - i. Work closely with other mass care partners, agencies, and organizations to ensure a coordinated and comprehensive approach to supporting mass care operations.
6. Emergency Medical Services (EMS)
- a. Medical Support at Shelters:
 - i. Provide emergency medical support at mass care shelters, addressing the immediate healthcare needs of displaced individuals and coordinating with healthcare partners.
 - b. Health Assessment and Surveillance:
 - i. Conduct health assessments and surveillance within mass care facilities to monitor and address any potential health-related issues or outbreaks, working collaboratively with public health agencies.
 - c. Mobile Medical Units:
 - i. Deploy mobile medical units to support mass care operations, ensuring the availability of medical services in areas with displaced populations.
 - d. Coordination with Healthcare Providers:
 - i. Collaborate with local healthcare providers to facilitate the seamless integration of medical services, ensuring the continuity of care for individuals affected by emergency

situations.

- e. Evacuation Medical Support:
 - i. Provide medical support during evacuations, coordinating with other agencies to address the healthcare needs of evacuees and ensuring the safe transportation of individuals with medical concerns.
- f. Public Health Education:
 - i. Engage in public health education initiatives within mass care settings, providing information on preventive measures, health resources, and available medical services.
- g. Resource Allocation:
 - i. Assist in the allocation of medical resources, including personnel, equipment, and supplies, to support the overall medical response during mass care operations.

7. Hospitals within Smith County

- a. Medical Care for Displaced Individuals:
 - i. Provide medical care, treatment, and support for displaced individuals in coordination with Emergency Medical Services (EMS) and other health partners.
- b. Health Facility Coordination:
 - i. Coordinate with mass care facilities, such as emergency shelters, to ensure a seamless integration of medical services and resources, addressing the healthcare needs of displaced populations.
- c. Patient Evacuation and Transport:
 - i. Collaborate with EMS and other agencies to facilitate the safe evacuation and transport of patients to and from mass care facilities and hospitals, ensuring continuity of care.
- d. Resource Allocation and Support:
 - i. Assist in the allocation of medical resources, including personnel, equipment, and supplies, to support mass care operations and address any surge in healthcare demands.
- e. Public Health Collaboration:
 - i. Collaborate with public health agencies to address public health concerns, coordinate disease prevention measures, and ensure a comprehensive healthcare response within mass care settings.
- f. Communication and Coordination:
 - i. Maintain effective communication and coordination with Emergency Support Function 6 leaders, EMS, and other agencies to facilitate a well-organized and responsive healthcare approach during emergencies.
- g. Health Education and Outreach:
 - i. Engage in health education and outreach initiatives within mass care facilities, providing information on health resources, preventive measures, and available medical services.

8. American Red Cross

- a. Deploy a liaison to the County EOC to assist in performing ESF #6 activities.
- b. Provide technical guidance to County/City officials and agencies.
- c. Assess staffing, equipment, and supply requirements and relay resource needs to County/City officials.
- d. Exchange and coordinate damage assessment information with the County/City to ensure ESF #6 related needs are addressed.
- e. Work with the County/City and other volunteer agencies to accomplish the following:
 - i. Open and manage shelters.
 - ii. Provide food, emergency medical care and other urgent disaster-related needs.
 - iii. Deploy trained personnel to manage mass care operations.
 - iv. Inspect shelters and maintain updated shelter lists and agreements.
 - v. Implement procedures for registration, tracking, feeding, and other mass care functions.

9. Salvation Army

- a. Emergency Shelter Operations:
 - i. Establish and operate emergency shelters, providing safe and secure spaces for displaced individuals and offering essential services such as food, clothing, and basic hygiene items.
- b. Feeding Operations:
 - i. Coordinate and execute feeding operations to ensure that affected populations, including those in emergency shelters, have access to nutritious meals and refreshments.
- c. Emotional and Spiritual Care:
 - i. Provide emotional and spiritual care to individuals affected by emergencies, offering counseling, support, and a compassionate presence to address psychological well-being.
- d. Collaboration with Mass Care Partners:
 - i. Collaborate with other mass care partners, agencies, and organizations to ensure a coordinated and comprehensive approach to meeting the immediate needs of displaced individuals.
- e. Community Outreach and Coordination:
 - i. Engage in community outreach efforts to disseminate information about available mass care services, promote awareness, and coordinate with local communities to facilitate a collective response.
- f. Logistical Support:
 - i. Provide logistical support for the transportation and

- distribution of essential supplies, working in tandem with other agencies to ensure a smooth and efficient mass care response.
- g. Provide various disaster relief services including, but not limited to, fixed and mobile feeding sites, emotional and spiritual services, and emergency clean up.

10. Smith County Community Organizations Active in Disaster (COAD)

- a. Resource Coordination:
 - i. Coordinate and mobilize community resources, volunteers, and services to support mass care operations and address the immediate needs of displaced individuals.
- b. Collaboration with Mass Care Partners:
 - i. Collaborate with other mass care partners, agencies, and organizations to ensure a coordinated and unified response to mass care operations during emergency situations.
- c. Community Outreach and Communication:
 - i. Engage in community outreach efforts to disseminate information about available mass care services, volunteer opportunities, and resources for affected populations.
- d. Logistical Support:
 - i. Provide logistical support for the transportation and distribution of essential supplies, working collaboratively with other agencies to ensure a smooth and efficient mass care response.
- e. Needs Assessment and Response Planning:
 - i. Participate in needs assessments and contribute to the development of response plans, leveraging community resources to address specific challenges and vulnerabilities within the affected areas.

11. Smith County Community Emergency Response Team (CERT)

- a. Shelter and Mass Care Support:
 - i. Assist with shelter operations by supporting registration, shelter management, basic first aid, and general population care tasks under the direction of shelter managers.
- b. Volunteer Surge Capacity:
 - i. Provide trained volunteers to augment staffing at shelters, points of distribution (PODs), reception centers, or family assistance centers, as needed and/or able.
- c. Community Outreach and Information Sharing:
 - i. Help disseminate information to affected populations about available mass care resources and services, including food, water, shelter, and reunification options.
- d. Logistical and Operational Support:
 - i. Support logistics efforts including setup, distribution of supplies, and resource tracking in coordination with mass

- care agencies.
- e. Situational Awareness and Needs Identification:
 - i. Report observed unmet needs or accessibility concerns in shelters or community locations to the appropriate ESF 6 partners to support timely resolution.

VI. CONTINUITY OF GOVERNMENT

Lines of Succession for ESF #6 Mass Care:

1. Director, Smity County Office of Emergency Management
2. Coordinator, Smith County Office of Emergency Management
3. Human Services Branch Director
4. ESF 6, Mass Care, Liaison

References

American Radio Relay League, Amateur Radio, <https://www.arrl.org/what-is-amateur-radio>

Code of Federal Regulations, Title 29, <https://www.ecfr.gov/current/title-29/subtitle-B/chapter-XVII/part-1910/subpart-H/section-1910.120>

Code of Federal Regulations, Title 44, <https://www.ecfr.gov/current/title-44>

Department of Homeland Security, Homeland Security Presidential Directive 5 (HSPD-5), <https://www.dhs.gov/sites/default/files/publications/Homeland%20Security%20Presidential%20Directive%205.pdf>

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Appendices

Appendix 1 – Authorities

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9

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/12/2025	Submitted by: Brandon Moore
Meeting Date: 8/26/2025	Department: Fire Marshal
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Emergency Support Function 2 - Communication	
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 to approve the Emergency Support Function 2, Communication, Annex and allow the Emergency Management Coordinator to upload to the Texas Division of Emergency Management.	
Background: Part of the required documentation for the Emergency Operations Plan	
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 # _____



Emergency Support Function (ESF) #2 Communications

Record of Changes

#	Date	Description	Name/Initials
1		Annex B Conversion to ESF 2	

ESF Responsible Parties

Smith County Judge, Emergency Management Director

Print

Date

Sign

Smith County Sheriff

Larry R. Smith

8/6/2025



Print

Date

Sign

Primary Agency/ESF Coordinator

Sheriff's Office/Captain, Patrol and Communications

Support Agencies:

Smith County Fire Marshal's Office
Smith County Office of Emergency Management
Smith County Information Technology Department
City of Lindale Dispatch
Smith County 911 District
Emergency Services District 1
Emergency Services District 2

Other Dispatch Agencies/Mutual Aid Agencies

UT EMS
CHRISTUS EMS
DPS Dispatch
City of Tyler Dispatch

Non-Governmental Organizations:

Amateur Radio Emergency Services (ARES)
Texas Radio Amateur Civil Emergency Services (RACES)

I. SPECIAL CONSIDERATIONS

During a disaster or the activation of the Emergency Operations Center (EOC) in Smith County, four Public Safety Tactical (PSTac) channels are automatically reserved for coordinated response efforts. These channels will be distributed and assigned based on the severity of the incident and the specific communication needs of the responding agencies. The allocation of PSTac channels ensures that critical communication pathways are available and prioritized, facilitating efficient and effective emergency response operations across the county.

II. PURPOSE

Emergency Support Function 2 specifically focuses on communications and plays a crucial role in coordinating and supporting communication efforts during emergencies and disasters. The purpose of ESF 2 is to ensure the availability and reliability of communication systems, both for internal coordination among emergency responders and for the dissemination of information to the public. The annex associated with ESF 2 outlines the specific roles, responsibilities, and strategies

for various entities involved in communication efforts during emergencies, fostering a coordinated and effective response to safeguard lives and property.

Emergency Support Function (ESF) #2 Communications coordinates government and industry efforts for the reestablishment and provision of critical communications infrastructure, facilitates the stabilization of systems and applications from malicious cyber activity, and coordinates communications support to response efforts and day to day operations.

III. SCOPE

The scope of the Emergency Support Function 2 (ESF 2) Communication Annex is to establish a comprehensive framework for coordinating and facilitating effective communication strategies during emergencies and disasters. This annex outlines the roles, responsibilities, and procedures for various entities involved in communication efforts, including government agencies, private sector organizations, and non-governmental entities. The scope encompasses the coordination of internal communication among emergency responders, the integration of various communication systems, and the dissemination of accurate and timely information to the public. Additionally, the annex addresses the interoperability of communication technologies and the establishment of redundant systems to ensure the reliability of communication networks in the face of potential disruptions. By defining the parameters and coordination mechanisms, the ESF 2 Communication Annex aims to enhance the overall resilience of the emergency response system and contribute to the protection of lives, property, and the well-being of communities during crises.

ESF #2 provides communications support to the Emergency Operations Center (EOC) and field units as may be necessary. This will be in the form of developing a plan by which units can communicate. Interoperability will be taken into consideration for each discipline, agency, or jurisdiction. ESF #2 addresses:

- Communications interoperability among field response units
- Primary and back-up communications systems
- Communications to and from the Emergency Operations Center (EOC)
- Sources for communications augmentation such as Amateur Radio
- Other communications systems to support emergency operations.
- Emergency warning and notification systems.

IV. SITUATION AND PLANNING ASSUMPTIONS

The Situation and Planning Assumptions statement for the Emergency Support Function 2 (ESF 2) Communication Annex is crafted to provide a foundational understanding of the context in which communication efforts will be executed during emergencies. This statement acknowledges that during a crisis, communication systems may face disruptions or challenges, such as infrastructure damage, increased demand for information, and potential limitations in the availability of traditional

communication channels. It assumes that diverse stakeholders, including government agencies, private sector entities, and non-profit organizations, will collaborate to share critical information and resources. The planning assumptions also recognize the need for flexibility and adaptability in communication strategies, given the dynamic nature of emergencies. Anticipating the potential strain on resources and the likelihood of rapidly changing circumstances, the statement underscores the importance of pre-established coordination mechanisms, effective interoperability among communication systems, and a proactive approach to address emerging challenges. It serves as a guide for communication planning efforts, enabling responders to tailor strategies to the unique characteristics of the situation at hand while maintaining a focus on the timely and accurate dissemination of information to support effective emergency response and recovery efforts.

A. Situation

1. The Smith County Dispatch Center is responsible for dispatching:
 - a. Emergency Service Districts 1 and 2.
 - b. Smith County Sheriff's Office
 - c. Smith County Animal Control (Calls will be taken by dispatch and then redirected to Animal Control)
 - d. Police Departments for the cities of Arp, Bullard, Troup, Whitehouse.
 - e. Independent School District Police Departments Bullard, Troup, Whitehouse, and New Chapel Hill.
 - f. Smith County Constable Precints 1, 2, 3, 4, 5
 - g. City of Whitehouse Fire Department
 - h. Smith County Fire Marshal's Office
2. Smith County receives its initial storm warning information from the National Weather Service (NWS) via teletype messaging. The County Dispatch Center disseminates this warning information throughout the county and cities via radio traffic, pagers, Computer Aided Dispatch (CAD), and cellular communication. Within the County, there is also the ability to utilize RAVE as a mass notification system. RAVE utilizes NWS algorithms to automatically trigger notifications to those enrolled. Smith County has also entered into a Memorandum of Agreement with the Federal Emergency Management Agency to be able send Wireless

Emergency Alerts utilizing the Integrated Public Alert and Warning System (IPAWS).

3. The cities of Arp, Winona, Bullard, and Lindale activate their own outdoor warning systems. Troup and Whitehouse are activated by the County Dispatch Center, or by the city. SKYWARN is activated and monitored by Armature Radio Emergency Service (ARES) in partnership with the National Weather Service.
4. Warning in Smith County and the cities will be supplemented with televised and mobile public address systems, via radio, television, social media and/or mobile application as able and/or necessary.
5. The primary Emergency Alert System (EAS) station for Smith County is NWS Shreveport.
6. Additional communications can be utilized through the amateur radio services. Amateur radio can be used during overload of communications services or during communication failure, utilizing fixed and mobile stations with a network of operators, allowing for county communications at designated locations. These will be at vital locations when reduced communication capacity is expected due to the limited availability of equipment and operators.
7. Through designated personnel, RAVE will be utilized for mass communication to county employees and subscribers if needed. A proactive approach will be taken to enhance this capability by utilizing the Integrated Public Alert Warning System (IPAWS), creating a way to inform all members of the public of needed issues without the need for voluntary enrollment. This information hinges on receipt and dissemination of information and therefore should not be relied upon to be a primary means of mass notification during a storm or other type of incident.
8. During emergency situations, Smith County will use internal resources and those sources by inter-local agreements, to include agreements with industry and other partners, as able.

B. Planning Assumptions

1. Smith County is prone to many hazards with the potential to affect Smith County. Many of which could cause an emergency or disaster that will require communications capabilities well beyond the normal capacities of equipment and personnel within the County and support jurisdictions. Certain hazards also pose the risk of reduced or completely incapacitated communication services.

2. First responders rely on having adequate communications capabilities during emergency operations. Interoperability (the ability of different response agencies to communicate by using compatible equipment and procedures) is critical to conduct effective emergency response activities. For this, the State of Texas has developed the Texas Statewide Communication Interoperability Plan and the Texas Statewide Interoperability Channel Plan.
3. Some form of communications capability will remain partially intact and if none are available, resources from other jurisdictions and the state and federal government may be used to augment and help restore local communications capabilities. While there is the assumption that some form of communication will remain intact, depending on the hazard and severity of the situation, normal day to day operations may be diminished or completely incapacitated.
4. ESF #2 coordinates actions to provide the required temporary communications to support incident management and facilitate restoration of the communications infrastructure.
5. Smith County falls within the high angle of the radar system and therefore NWS has limited capability of seeing low angle weather events.

V. CONCEPT OF OPERATIONS

The Concept of Operations (CONOPS) statement for the Emergency Support Function 2 (ESF 2) Communication Annex outlines the overarching strategy and operational framework for communication efforts during emergencies. This statement articulates the coordination mechanisms, roles, and responsibilities of the various entities involved in communication, emphasizing the need for a unified and collaborative approach. The CONOPS underscores the integration of diverse communication technologies, ensuring interoperability and redundancy to address potential disruptions. It highlights the establishment of communication priorities, including internal coordination among emergency responders and the timely dissemination of accurate information to the public. The statement acknowledges the dynamic nature of emergencies and emphasizes the importance of flexibility and adaptability in executing communication strategies. Additionally, the CONOPS addresses resource allocation, the activation of communication systems, and the establishment of communication centers to facilitate efficient and effective information exchange. By providing a strategic overview, the CONOPS guides responders in aligning their actions with the overall objectives of ESF 2, promoting a cohesive and coordinated communication response to

safeguard lives and property during crises.

A. General

1. The County Emergency Operations Center (EOC) will serve as the central location for interagency coordination and executive decision-making, including all activities associated with ESF #2 during an emergency.
2. Communications in the field will normally be established by radio. Each department or agency having a radio system will designate personnel to operate their system and maintain communications with the EOC.
3. The Smith County Dispatch Center is the point of contact for receipt of all warnings and notifications of actual or impending emergencies or disaster. The dispatcher(s) on duty will notify other key personnel, chiefs, and department heads as required by the type of report and Standard Operating Procedure (SOP). Any requests to change any SOP must be made officially through the Captain assigned, utilizing the Request of Change to SOP form. (See appendix 8)
4. Dispatching capabilities in the County exist with the County Dispatch Center. The Dispatch Center provides 24-hour dispatching capability for fire and law enforcement, as well as other County/City Departments and Agencies as/if needed.
5. Smith County has amateur radio capabilities, both fixed and mobile, to augment emergency communications. Smith County also has VOIP and cellular telephone capabilities, as well as the internet that may be used to augment communication capabilities in emergencies. Smith County maintains analog, HF, and VHF/UHF capabilities that can be utilized in the event of an emergency.
6. The County emergency communications are heavily dependent on the commercial and cellular telephone network. Technical failure or damage to tele-communications equipment could hamper communications or the ability to communicate with emergency personnel and the public throughout the locality. Mutual aid repeaters in contiguous jurisdictions may not be available or may not be able to provide sufficient coverage or channel loading to compensate for technical failure or damage to telecommunications resources in the locality during an emergency. ARES maintains linked repeater systems for multi-county and multi-jurisdiction communications.
7. In the event of a large-scale disaster, it is assumed the cellular and land line telephone will be overwhelmed. Emergency operations and emergency responders should work with service providers to ensure that

communications essential to emergency services are maintained. During a major disaster, additional assets such as Communication on Wheels (COWs), FirstNet and Frontline activation, and Government Emergency Telecommunications Service (GETS) may be requested in the County Emergency Operations Center (EOC) to coordinate emergency operations.

8. Amateur radio operators and other non-governmental volunteer groups used to assist with emergency radio communications support will be under the authority of the County Office of Emergency Management. The amateur radio and other non-governmental volunteer operators will be required to be NIMS (Independent Study Courses 100, 200, 700, 800) compliant and actively participate in regular training and exercises if established by the County/City Emergency Management Director.
9. Relationships between levels of government.
 - a. Federal
 - i. Coordination with Federal ESF may occur through the State Operations Center, at the site of the incident, or in an established Field Office designated as such
 - b. State
 - i. Coordination with the State ESF may occur through the DDC, at the scene of the incident, or through a facility designated as field office
 - c. Local/regional
 - i. Local and regional entities maintain primary responsibility for addressing local gaps and provisioning for incidents or eventualities that may impact operations

B. Actions by Operational Timeframe

1. Preparedness

- a. Ensure alternate or backup communications systems are available and/or identified.
- b. Coordinate common communications procedures.
- c. Develop and test emergency procedures on a regular basis.
- d. Develop and/or review mutual aid agreements.
- e. Develop and/or review procedures for the crisis augmentation of resources and crisis communications plan.
- f. Review departmental Standard Operating Procedures and maintain personnel call-up lists.
- g. Participate in Emergency Management training and exercises.
- h. Develop and maintain a communications resource inventory.

2. Response

- a. Maintain existing equipment and follow established procedures for communicating with organization personnel performing field operations.
- b. Implement procedures to inspect and protect communications equipment.
- c. Make arrangements to ensure emergency communications equipment can be repaired or a redundant form of communication is available.
- d. Ensure the EOC is informed of all operations and required reporting and maintain a communications link with the EOC.
- e. Unless a threat to life is imminent, at all times the National Incident Management System (NIMS) and the Incident Command System (ICS) will be followed, per Homeland Security Presidential Directive – 5 (HSPD-5). All responders annotated in this annex are encouraged to review this material. Frequently, especially during a disaster or emergency, responders self-deploy. All responders are encouraged to follow these systems and directives in order to create a cohesive response.

3. Recovery

- a. Continue to perform tasks necessary to expedite restoration and recovery operations.
- b. Gradually revert assignments and personnel requirements to normal.
- c. Evaluate response, and make necessary changes in this ESF Annex to improve future operations.
- d. Phase down operations, as appropriate.
- e. Clean, repair, and perform maintenance on all equipment before returning to normal operations or storage.
- f. Participate in after action reports and meetings as requested.

4. Mitigation

- a. When practical, protect equipment against lightning strikes and electromagnetic pulse (EMP) effects.
- b. Analyze and identify locations of equipment. Once completed, ensure methods are in place to protect communications equipment from malicious intent, including cyber and telecommunications attacks.

VI. ROLES AND RESPONSIBILITIES

A. Primary Agency/ESF Coordinator

1. Smith County Dispatch
 - a. Coordination and Deployment:

- i. Smith County Dispatch shall serve as the primary coordination and deployment center for all emergency communications within the jurisdiction of Smith County.
 - ii. Coordinate with local, state, and federal agencies to ensure effective communication and information exchange during emergency incidents.
- b. Required Reporting (Minimum) (See Annex 7)
 - i. In order to determine cause and severity of damage resulting from an incident or disaster, Smith County Dispatch shall inform the Emergency Management Coordinator or his/her designee of the following:
 - 1. Any incident/disaster requiring evacuations.
 - 2. Any incident/disaster resulting in significant damage to life or property.
 - 3. Aircraft incident
 - 4. Dam/Levee incident
 - 5. Rail incident
 - 6. Public Safety communication issues/outage
 - 7. HazMat incidents
 - 8. Search and Rescue Operations
 - 9. Tornado touchdown (or the belief of, such as straight-line winds).
 - 10. Flooding
 - 11. Bomb Threat
 - 12. Active Shooter
 - 13. Any other incident/activity that the Dispatch Center/Dispatcher believes needs to be relayed.
- c. Resource Management:
 - i. Maintain an updated inventory of communication resources, including radio frequencies, equipment, and personnel.
 - ii. Coordinate with the Smith County Sheriff's Office to allocate communication resources based on the needs of responding agencies.
- d. Situational Awareness:
 - i. Monitor and assess the overall communication landscape during emergencies to ensure accurate information flow.
 - ii. Provide real-time updates to the Emergency Operations Center (EOC) and relevant agencies regarding the status of communication infrastructure and potential issues.
- e. Liaison with Partner Agencies:
 - i. Act as a liaison between Smith County Dispatch and other Emergency Support Functions, agencies, and

- jurisdictions involved in emergency response and recovery efforts.
 - ii. Facilitate effective communication and information sharing among all entities involved in emergency operations.
 - f. Training and Exercises:
 - i. Develop and conduct regular training programs for communication personnel to enhance their skills and preparedness.
 - ii. Participate in emergency response exercises to test the effectiveness of communication systems and protocols.
 - g. Continuity of Operations:
 - i. Establish and maintain protocols for ensuring continuous communication operations during emergencies, including backup systems and redundancy plans.
 - ii. Work closely with the Smith County Sheriff's Office to implement and update continuity of operations plans for communication functions.
 - h. Post-Incident Reporting:
 - i. Compile post-incident reports on communication performance, identifying strengths, weaknesses, and areas for improvement.
 - ii. Collaborate with the Smith County Sheriff's Office to implement corrective actions based on post-incident assessments.

B. Support Agencies

1. Smith County Fire Marshal's Office
 - a. Communication Coordination:
 - i. Collaborate with Smith County Dispatch to ensure effective communication between the Fire Marshal's Office and other emergency response entities.
 - ii. Establish and maintain communication channels to relay critical information related to fire incidents, hazardous materials, and other emergencies.
 - b. Incident Reporting:
 - i. Provide timely and accurate incident reports to Smith County Dispatch, including details on fire incidents, hazardous material spills, and other emergencies falling under the jurisdiction of the Fire Marshal's Office.
 - ii. Coordinate with communication personnel to ensure the swift dissemination of incident information to relevant agencies.

- c. Resource Request and Allocation:
 - i. Communicate resource needs to Smith County Dispatch, including personnel, equipment, and specialized resources required for fire suppression, investigation, and mitigation efforts.
 - ii. Assist in the allocation of communication resources to support the overall emergency response, in coordination with Smith County Dispatch.
- d. Liaison with Fire Agencies:
 - i. Serve as a liaison between the Fire Marshal's Office and local, regional, and state fire agencies to facilitate seamless communication and information sharing.
 - ii. Participate in regular meetings and exercises to enhance interoperability and coordination among fire response entities.
- e. Public Information Support:
 - i. Assist in the development and dissemination of public information related to fire incidents and safety measures.
 - ii. Coordinate with Smith County Dispatch to ensure accurate and consistent public messaging during emergencies.
- f. Communication System Maintenance:
 - i. Conduct regular checks on communication equipment used by the Fire Marshal's Office to ensure functionality and readiness.
 - ii. Report any issues with communication systems to Smith County Dispatch for prompt resolution.
- g. Training and Exercises:
 - i. Participate in training programs and exercises organized by Smith County Dispatch to enhance communication skills and interoperability with other agencies.
 - ii. Collaborate with Smith County Dispatch to identify and address communication challenges observed during training and exercises.
- h. Situational Awareness:
 - i. Monitor and assess the communication landscape during fire incidents to stay informed about the overall emergency response.
 - ii. Relay critical information to Smith County Dispatch and other relevant agencies to ensure a comprehensive understanding of the evolving situation.

2. Smith County Office of Emergency Management

- a. Activate the Emergency Operations Center (EOC) as needed in coordination with the Emergency Management Director.
- b. Ensure the EOC has the necessary communication capabilities for

effective coordination.

c. City and Jurisdictional Coordination:

- i. Coordinate with city and jurisdictional Emergency Operations Centers (EOCs) to share information and resources.
- ii. Establish communication channels for seamless coordination with external EOCs.

d. Joint Responsibilities:

- i. Coordinate joint responsibilities to ensure the completion of ESF tasks.
- ii. Collaborate with other ESFs to address cross-functional communication needs.

e. Amateur Radio Coordination:

- i. Coordinate amateur radio assets and resources for communication support.
- ii. Integrate amateur radio operators into the overall communication plan.

f. Resource Coordination:

- i. Coordinate additional communication resources and requests.
- ii. Work with external agencies and organizations to secure additional communication assets as needed.

g. Situational Awareness:

- i. Coordinate with all affected entities for situational awareness and response capabilities.
- ii. Establish mechanisms for collecting and sharing real-time information with relevant stakeholders.

h. Technical Support:

- i. Coordinate technical support for communication systems and equipment.
- ii. Ensure that coordination of communication systems are compatible and can seamlessly integrate with other responding agencies.

i. Continuity of Operations:

- i. Coordinate the development and maintenance of continuity of operations plans for communication systems.
- ii. Ensure the coordination of redundancy and backup systems are in place to mitigate disruptions.

j. Collaboration with Private Sector:

- i. Collaborate with private sector partners, including telecommunication companies, to enhance communication capabilities.

3. Smith County Information Technology Department

- a. Communication Coordination:
 - i. Collaborate with Smith County Dispatch to ensure effective communication between emergency response entities.
 - ii. Aid other departments to ensure communication channels are operational during an incident.
 - b. Resource Request and Allocation:
 - i. Communicate resource needs to Smith County Dispatch, including personnel, equipment, and specialized resources required.
 - ii. Assist in the allocation of communication resources to support the overall emergency response, in coordination with Smith County Dispatch.
 - c. Public Information Support:
 - i. Assist in the development and dissemination of public information related to incidents and safety measures.
 - ii. Coordinate with Smith County Dispatch to ensure accurate and consistent public messaging during emergencies.
 - d. Communication System Maintenance:
 - i. Conduct regular checks on communication equipment to ensure functionality and readiness.
 - ii. Report any issues with communication systems to Smith County Dispatch for prompt resolution.
 - e. Training and Exercises:
 - i. Participate in training programs and exercises to enhance communication skills and interoperability with other agencies.
 - ii. Collaborate with Smith County Dispatch to identify and address communication challenges observed during training and exercises.
 - f. Situational Awareness:
 - i. Monitor and assess the communication landscape during incidents to stay informed about the overall emergency response.
 - ii. If needed, help relay critical information to Smith County Dispatch and other relevant agencies to ensure a comprehensive understanding of the evolving situation.
4. County Sheriff's Office, City Police Departments
- a. Support the communications needs of emergency response agencies in the field.
 - b. Maintain a communications link with the County EOC.
 - c. The Smith County Sheriff's Office will make all final decisions regarding changes, such as updates to CAD or SOPs. However, the best effort will be given to inform all supporting jurisdictions involved in Smith County emergency operations of any proposed changes,

allowing them to provide feedback and share best practices before implementation, if time and requirements allow.

- d. Deploy a Sheriff's Office Deputy to the EOC to serve as the Primary Agent for ESF #2 and other EOC duties as needed such as Public Safety Branch Director or ESF 13, Law Enforcement, Liaison.
- e. Provide communications dispatch support to the EOC and the field as needed.
- f. Work to ensure communications interoperability among field response units.
- g. Provide communications-related damage and outage information to the EOC.

5. County/City Fire Departments/Districts/Other Support Agencies

- a. Support the communications needs of emergency response agencies in the field.
- b. Maintain a communications link with the County EOC.

C. Non-Governmental Organizations

Amateur Radio Emergency Services (ARES)

Texas Radio Amateur Civil Emergency Services (RACES)

Provide communications support to the EOC, the field, and other locations as requested.

VII. CONTINUITY OF GOVERNMENT

Line of Succession for ESF #2 Communications:

- 1. Captain, Sheriff's Office
- 2. Manager, Smith County Dispatch Center
- 3. Shift Supervisors, Smith County Dispatch Center, as assigned.

References

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Appendices

Appendix 1 – Authorities

Appendix 2 – Integrated Public Alert and Warning System (IPAWS)

Appendix 3 – Amateur Radio Capabilities

Appendix 4 – Texas Statewide Communication Interoperability Plan

Appendix 5 – Texas Statewide Interoperability Channel Plan

Appendix 6 – Request of Change to SOP form

Appendix 7 – Required Reporting

Appendix 1 - Authorities

Code of Federal Regulations, Title 29, <https://www.ecfr.gov/current/title-29/subtitle-B/chapter-XVII/part-1910/subpart-H/section-1910.120>

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The White House, President George W. Bush, Homeland Security Presidential Directive – 3, <https://georgewbush-whitehouse.archives.gov/news/releases/2002/03/20020312-5.html>

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Appendix 2 – Integrated Public Alert and Warning System (IPAWS)

1. Purpose

The purpose of this annex is to establish policies, procedures, and responsibilities for the effective use of the Integrated Public Alert and Warning System (IPAWS) in Smith County, Texas. IPAWS serves as a critical tool for disseminating timely, accurate, and accessible emergency alerts and warnings to the public during disasters or other incidents that pose an imminent threat to life, property, or public safety.

This annex ensures compliance with federal, state, and local regulations and promotes a coordinated approach to public alerting. It outlines the processes for activating IPAWS, defines the roles of authorized alerting authorities, and establishes protocols to ensure consistency, accessibility, and reliability in communicating emergency information to all segments of the community, including vulnerable populations.

2. Overview of IPAWS

The Integrated Public Alert and Warning System (IPAWS) is a national platform designed to provide a reliable and accessible method for disseminating emergency alerts and warnings to the public. In Smith County, IPAWS integrates federal, state, and local alerting systems to ensure a coordinated and comprehensive approach to emergency communication.

Through IPAWS, authorized alerting authorities can deliver critical information via multiple channels, including Wireless Emergency Alerts (WEA), the Emergency Alert System (EAS), NOAA Weather Radio, and other public alerting platforms. This capability enables Smith County to communicate rapidly and effectively with residents, visitors, and businesses during emergencies that threaten life, property, or public safety.

This annex describes the operational framework for utilizing IPAWS in Smith County. It includes details on the system's capabilities, activation procedures, coordination mechanisms, and methods to ensure equitable communication with all populations, including those with disabilities and limited English proficiency. By leveraging IPAWS, Smith County aims to enhance public safety, minimize confusion during emergencies, and promote a resilient community.

3. Roles and Responsibilities

Smith County Emergency Management Coordinator

1. The Emergency Management Coordinator (EMC) for Smith County serves as the primary alerting authority responsible for overseeing and managing the implementation and operation of the Integrated Public Alert and Warning System

(IPAWS). The EMC's roles and responsibilities include:

2. **Authorization and Oversight**
 - Act as the designated authority to approve and issue emergency alerts and warnings via IPAWS during incidents that threaten public safety.
 - Ensure all alerts adhere to federal, state, and local guidelines and are appropriately scoped to avoid unnecessary public alarm.
3. **System Management**
 - Maintain access credentials and permissions for IPAWS and ensure compliance with all technical requirements for system use.
 - Regularly coordinate with FEMA's IPAWS program office to ensure system updates, training compliance, and operational readiness.
4. **Alert Development and Dissemination**
 - Draft, review, and approve alert messages to ensure accuracy, clarity, and timeliness.
 - Activate IPAWS to issue alerts through Wireless Emergency Alerts (WEA), the Emergency Alert System (EAS), and other integrated platforms as necessary.
5. **Training and Certification**
 - Maintain current training and certification as required by FEMA for IPAWS usage.
 - Provide training opportunities and guidance to authorized staff members and stakeholders involved in alerting processes.
6. **Coordination and Communication**
 - Serve as the liaison between the County and public safety officials to assess the need for and scope of alerts.
7. **Public Outreach and Education**
 - Work with Public Information Officers (PIOs) and other relevant parties to educate the public about IPAWS and its role in emergency communication.
 - Ensure outreach efforts include vulnerable populations, individuals with disabilities, and non-English-speaking communities.
8. **Quality Assurance and After-Action Reviews**
 - Monitor and evaluate the effectiveness of alerts issued via IPAWS, including public feedback and system performance.
 - Conduct after-action reviews following incidents to identify strengths, weaknesses, and areas for improvement in alerting processes.
9. **Continuity of Operations**
 - Ensure backup personnel are identified, trained, and authorized to issue alerts in the event the EMC is unavailable.
 - Maintain redundant systems and procedures to guarantee alerting capabilities during technological disruptions or other challenges.

Smith County Public Information Officer

1. The Public Information Officer (PIO) for Smith County plays a vital role in supporting the dissemination of accurate, timely, and accessible information to the

public during emergencies. In coordination with the Emergency Management Coordinator (EMC), the PIO ensures that public alerts and warnings issued through the Integrated Public Alert and Warning System (IPAWS) are effectively complemented by broader communication strategies. The PIO's responsibilities include:

2. Support for Alert Dissemination

- Collaborate with the EMC to develop and refine public alert messages to ensure clarity, accessibility, and alignment with the county's communication protocols.
- Serve as a backup alerting authority, if authorized and trained, to issue IPAWS alerts when necessary.

3. Public Messaging and Information Management

- Develop and disseminate supplemental public information via press releases, social media, websites, and other platforms to reinforce and expand on IPAWS alerts.
- Ensure that all messaging is consistent with the information provided through IPAWS to prevent confusion or misinformation.

4. Media and Public Engagement

- Act as the primary spokesperson for Smith County during emergencies, providing updates to the media and public in coordination with the Emergency Operations Center (EOC).
- Conduct regular briefings to clarify the nature of alerts and provide actionable information to the public.

5. Outreach and Education

- Educate the public on IPAWS and the importance of responding to emergency alerts.
- Collaborate with community organizations to ensure outreach efforts are inclusive, focusing on populations with disabilities, limited English proficiency, or other barriers to communication.

6. Training and Preparedness

- Maintain familiarity with IPAWS functionality and attend periodic training sessions to stay informed about system updates and best practices.
- Assist in training other public officials on effective communication strategies during emergencies.

7. Coordination with Partners

- Work closely with the EMC, neighboring jurisdictions, and state and federal agencies to ensure consistency and alignment in public messaging.
- Coordinate with media outlets to facilitate the rapid dissemination of emergency information.

8. Monitoring and Feedback

- Monitor public and media response to IPAWS alerts and related communications to assess their effectiveness and address any misinformation.
- Collect and analyze feedback to improve the county's public communication strategies.

9. After-Action Reviews

- Participate in after-action reviews to evaluate the success of IPAWS alerts and

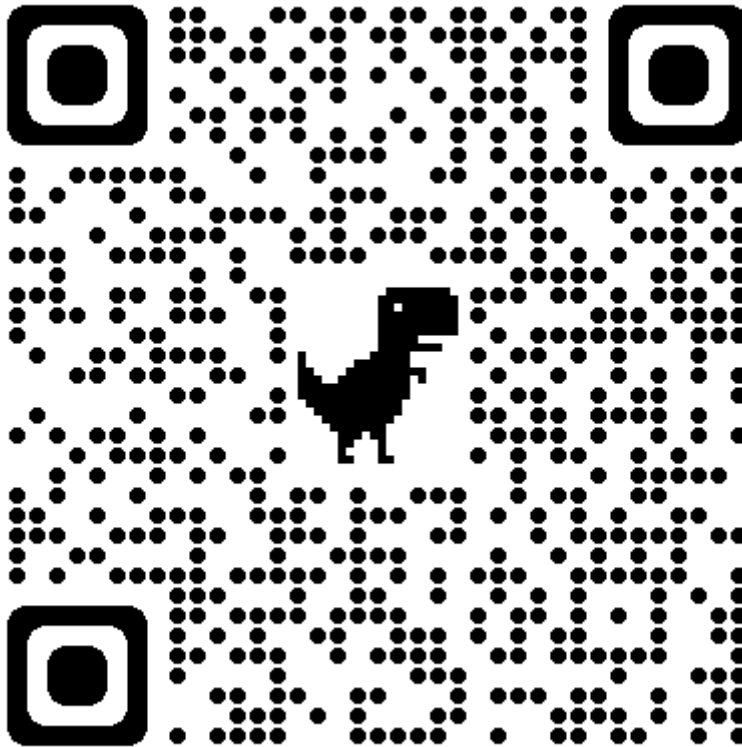
associated public messaging.

- Recommend improvements to alerting procedures and public communication strategies based on lessons learned.

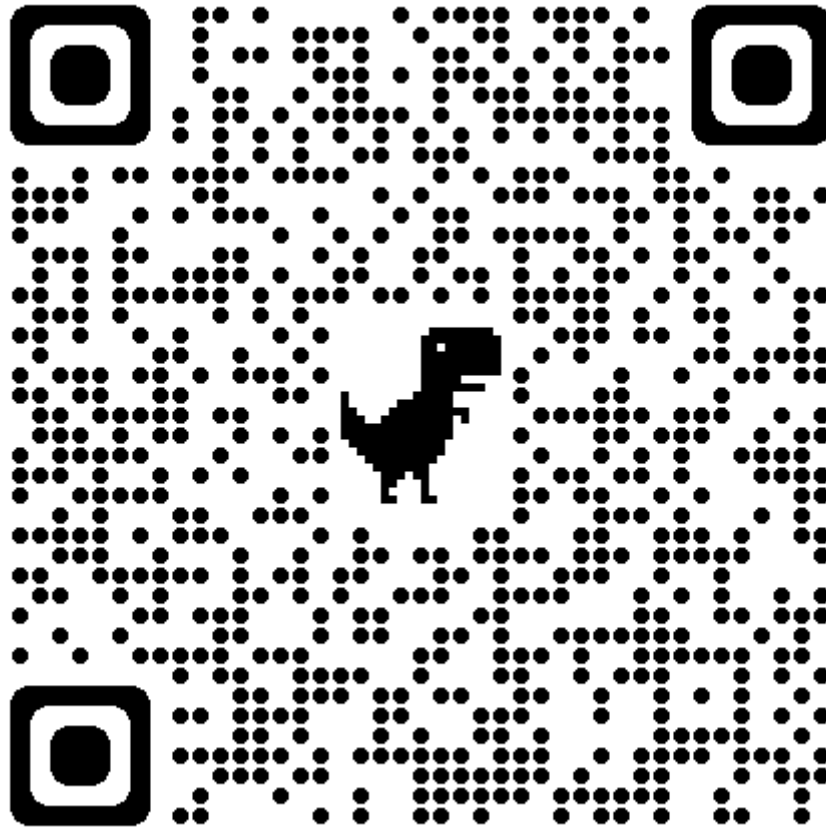
10. Continuity of Operations

- Ensure alternate PIOs are identified and trained to maintain communication continuity in case of unavailability.
- Coordinate with backup personnel to ensure seamless operations during emergencies.

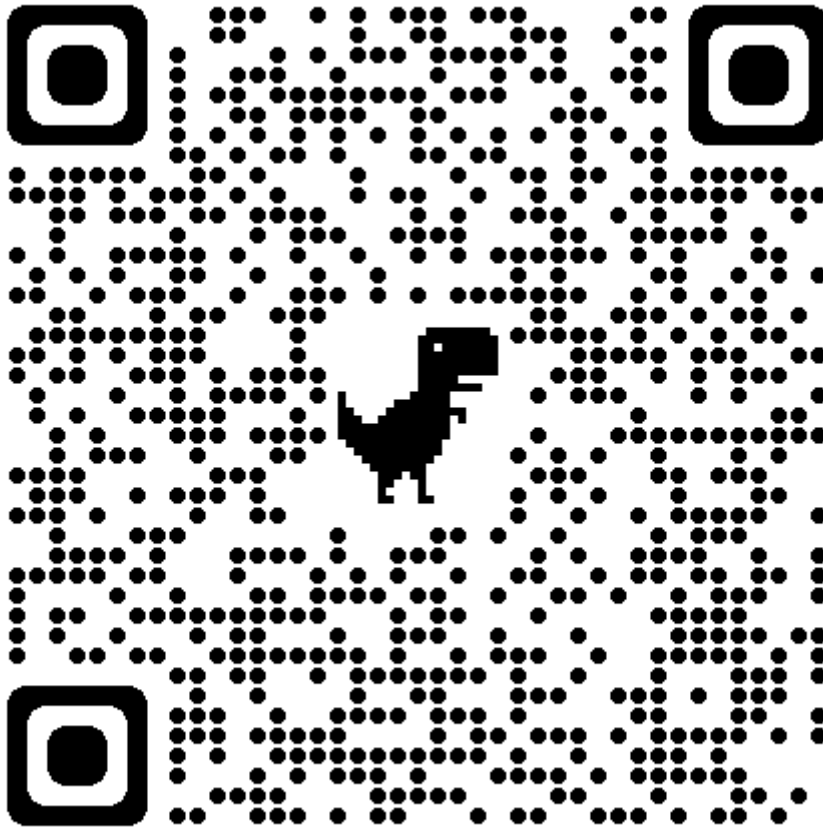
Appendix 3 – Amateur Radio Capabilities



Appendix 4 – Texas Statewide Communication Interoperability Plan



Appendix 5 – Texas Statewide Interoperability Channel Plan



Appendix 6 – Request of Change to SOP Form

To receive a digital copy of this request in editable PDF format, please contact the Patrol Captain or the Emergency Management Coordinator.

Communications Request for Change to SOP Form

Entity Information:

- **Entity Name:**
- **Jurisdiction/Department:**
- **Contact Person:**
- **Contact Email:**
- **Contact Phone:**

Details of the Proposed Change:

- **Subject**
- **Brief Description of the Existing SOP/References if known:**
- **Nature of Change Requested:**
 - ☐ Addition of a new procedure
 - ☐ Modification of an existing procedure
 - ☐ Deletion of a procedure
 - ☐ Other (please specify):

Rationale for the Change:

- Clearly outline the reasons for the proposed change. Include any relevant incidents, data, or feedback that supports the need for the modification.

Documentation:

- Attach any supporting documents, such as incident reports, statistical data, or feedback from personnel.

Submission Date:

Acknowledgment:

I, , acknowledge that the information provided in this Request for Change to SOP form is accurate to the best of my knowledge. I understand that the proposed change will undergo a thorough review process.

Signature:

Date:

Review and Approval Process (dispatch only):

Impact Assessment:

- **Operational Impact:** How will the proposed change impact day-to-day operations?

- **Resource Requirements:** Specify any additional resources (staff, equipment, etc.) required for the implementation.

- **Training Needs:** Identify any training needs for personnel related to the proposed change.

Implementation Plan:

- Provide a detailed plan outlining how the change will be implemented, including timelines, responsible parties, and any necessary coordination with other entities.

- **Approval Chain:**

- **County Dispatch Approval**

- Signature

- Date

- **County Sheriff's Office/Designee Approval**

- Signature

- Date

Notes



Appendix 7 – Required Reporting



Incidents & Events Requiring Notification

In order to maintain adequate situational awareness and to appropriately affect planning, logistical and operational coordination county-wide, Emergency Management Coordinator should be notified of significant incidents and events that occur throughout the county. The following serves as guidance as to the type of incidents and events to be reported.

This guidance is not intended to be "all-inclusive". **ANY** incident which impacts or has the potential to significantly impact people, critical infrastructure, the environment or economy, or that generates a significant media interest should be reported to the appropriate Emergency Management Coordinator.

Natural/Weather

- Any damage caused by weather or other natural causes that inflicts significant damage to life or property.

Public Health

- Water supply contamination
- Health alert (any foreseeable danger to health of public)
- Spill or release of sewage or biological waste requiring public protective action
- Zoonosis or animal/insect infestation
- Compromise of food safety/livestock/agriculture

EMS/Medical

- Hospital/medical facility interruption of services
- Evacuation of nursing home or other care facilities
- Mass fatalities/casualties incident

Critical Infrastructure

- Aircraft or airport incident/accident
- Dam/levee emergency (imminent or actual occurrence)
- Rail incident
- Major and lengthy closure of thoroughfare/rail
- Major bridge failure
- Public safety communications issue or outage
- Any incident at high-visibility building/facility (such as government or military facilities, large stadium, etc.)

Other

- Emergency Operations Center activation
- Any evacuations or shelter operations
- Incidents that may be politically/media sensitive

Manmade/Technological

- Chemical/HazMat incidents, especially those...
 - Requiring public protective actions
 - Involving State/Federal waterways
 - Involving impact to critical infrastructure (water supply, railroad, major roads, etc.)
 - Any actual or suspected radiological release
- Large building collapse with trapped persons
- Cyber attack
- Energy issue/incident involving public protective action or major and lengthy interruption of service
 - Major and lengthy power outage
 - Major pipeline rupture
 - Industrial/tank farm leak or fire

Fire/HazMat/Rescue

- Fire, multi-jurisdictional/multi-agency response...
 - 4-alarm + (urban)
 - Involving an urban/wildland interface
 - 20-acre wildland fire(TFS) OR fire threatening occupied structures.
- Fire/explosion involving hazmat
- Multi-structure fire involving shelter operations
- Issuance/revocation of burn ban
- Search & rescue operations

Law Enforcement

- Bomb threat, verified as credible.
- Manhunt/hostage situation.
- Significant protest/march/rally
- Riot
- Active shooter
- Terrorism, credible threat or actual occurrence

10

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/20/25	Submitted by: E.Delmas
Meeting Date: 8/26/2025	Department: HR
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Stop Loss Renewal	
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 regarding the Smith County Health Plan, to authorize renewal of stop loss to AMWINS and authorize the County Judge to sign all related documentation.	
Background: Waiting on Brinson and will follow up with documentation.	
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 Monday at 12:00pm 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 # _____

11

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

Submission Date: 08/19/2025	Submitted by: Michelle Allcon
Meeting Date: 08/26/2025	Department: Elections Administration
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
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 appoint the 2025-2026 Election Judges from the lists submitted by the Democratic and Republican Parties, in accordance with Chapters 32 and 85 of the Texas Election Code.	
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 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.

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Agenda Item # _____

Election Judge List-TEC 32.002 & 85.009

Sept 2025-Aug 2026

Republican Presiding or Alternate Judge

Anita Osborne	Keith Lory
April DeLeon	Kenneth Blundell
Boni Demaree	Kevin McCall
Brenda Harris	Lee Berig
Charlie Coleman	Linda Blevins
Chris Dickson	Margarita Graham
Cindy Allen	Martha Gould
David Cockerham	Misty Kinnett
David Epperson	Nadina Hiss
David Sage	Peiter DeWet
Debbie Perkins	Roger Puetz
Don Stork	Ruth Bolt
Emmanuel Brown	Shane Betts
Ernesto Leon	Shannon Mercer
Gary Hopkins	Sharon Guthrie
Gina Purdom	Shirley Anderson
Helen Lowry	Stacey Hirt
Jabet Baber	Ted Schoenberg
Jim Reed	Terry Howlett
Jody McDonough	Tim Gould
John Novak	Tony Bryant
Katherine Maxwell-McDonald	Vivian Turman

Republican Ballot Board Presiding Judge

Paula Patterson

Republican Central Count Presiding Judge

Maurine Smith

Election Judge List-TEC 32.002 & 85.009
Sept 2025-Aug 2026

Democratic Presiding or Alternate Judge

BARRONDA CHASE	KEVIN HAMPTON
BEVERLY CAMPBELL	LORETTA MCCLOUD BUTLER
BEVERLY GOODEN	LOUANN CUNNINGHAM
BILL JOHNSTON	MARY WILLIS-THORNBURY
BRENDA WICKWARE	MAXINE CALDWELL
CARLA HIGGINS	MELVIN FORD
CLARETTA ALLEN	MICHELLE "MITZI" RUSK
DAN RICHARD	ORENTHIA MASON
DEBRA KAISER	PAMELA THURMAN-FORD
DIANNE WILLIAMSON	REDA HOUSTON
DIANNIA JACKSON	ROBERT STEVE HICKS
DORINDA WILLIAMS	SANDAY MCROBERTS
DORIS REED	SHERRY JOHNSON
EARNESTINE FOREMAN	SOPHIA HOLINESS YOUNG
ELIZABETH HANNA	WENDY MINIX
JAMES WIRZMAN	YOLANDA PRINCE
JOE STARLING	LARRY WEST
JOYA ONEAL	SHIRLEY GILBERT
JULIE HOFFMAN	DUSTIN STEPHENS
KATHY TOWNSEND	STACI "OLLER" SMITH

Democratic Ballot Board Alternate Judge

GREG GRUBB

Democratic Central Count Alternate Judge

ARVILLA BANKS

12

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

Submission Date: 08/19/2025	Submitted by: Michelle Allcon
Meeting Date: 08/26/2025	Department: Elections Administration
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
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: Notice Only The Governor has Ordered a Special Election for November 4, 2025 for the purpose of voting on seventeen proposed constitutional amendments.	
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 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 # _____

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, the 89th Regular Session of the Texas Legislature convened in January 2025, in accordance with Article III, Section 5, of the Texas Constitution and Section 301.001 of the Texas Government Code; and

WHEREAS, during that session, the Legislature approved seventeen joint resolutions proposing seventeen particular constitutional amendments by a vote of two-thirds of all members of each house, pursuant to Article XVII, Section 1(a), of the Texas Constitution; and

WHEREAS, pursuant to the terms of those resolutions and in accordance with the Texas Constitution, the Legislature has set the date of the election for voting on the seventeen proposed constitutional amendments to be November 4, 2025; and

WHEREAS, Section 3.003(a)(2) of the Texas Election Code requires the election to be ordered by proclamation of the governor;

NOW, THEREFORE, I, GREG ABBOTT, Governor of the State of Texas, by the authority vested in me by the Constitution and Statutes of the State of Texas, do hereby order a special election to be held throughout the State of Texas on the FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER, the same being the FOURTH day of NOVEMBER, 2025.

NOTICE THEREOF IS HEREBY GIVEN to the COUNTY JUDGE of each county, who is directed to cause said election to be held in the county on such date for the purpose of adopting or rejecting the seventeen constitutional amendments proposed by seventeen joint resolutions, as submitted by the 89th Texas Legislature, Regular Session.

Pursuant to Sections 52.095, 274.001, and 274.002 of the Texas Election Code, the propositions for the joint resolutions will appear as follows:

STATE OF TEXAS PROPOSITION NO. 1

“The constitutional amendment providing for the creation of the permanent technical institution infrastructure fund and the available workforce education fund to support the capital needs of educational programs offered by the Texas State Technical College System.”

STATE OF TEXAS PROPOSITION NO. 2

“The constitutional amendment prohibiting the imposition of a tax on the realized or unrealized capital gains of an individual, family, estate, or trust.”

STATE OF TEXAS PROPOSITION NO. 3

“The constitutional amendment requiring the denial of bail under certain circumstances to persons accused of certain offenses punishable as a felony.”

STATE OF TEXAS PROPOSITION NO. 4

“The constitutional amendment to dedicate a portion of the revenue derived from state sales and use taxes to the Texas water fund and to provide for the allocation and use of that revenue.”

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:30AM O'CLOCK

AUG 12 2025

STATE OF TEXAS PROPOSITION NO. 5

“The constitutional amendment authorizing the legislature to exempt from ad valorem taxation tangible personal property consisting of animal feed held by the owner of the property for sale at retail.”

STATE OF TEXAS PROPOSITION NO. 6

“The constitutional amendment prohibiting the legislature from enacting a law imposing an occupation tax on certain entities that enter into transactions conveying securities or imposing a tax on certain securities transactions.”

STATE OF TEXAS PROPOSITION NO. 7

“The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a veteran who died as a result of a condition or disease that is presumed under federal law to have been service-connected.”

STATE OF TEXAS PROPOSITION NO. 8

“The constitutional amendment to prohibit the legislature from imposing death taxes applicable to a decedent’s property or the transfer of an estate, inheritance, legacy, succession, or gift.”

STATE OF TEXAS PROPOSITION NO. 9

“The constitutional amendment to authorize the legislature to exempt from ad valorem taxation a portion of the market value of tangible personal property a person owns that is held or used for the production of income.”

STATE OF TEXAS PROPOSITION NO. 10

“The constitutional amendment to authorize the legislature to provide for a temporary exemption from ad valorem taxation of the appraised value of an improvement to a residence homestead that is completely destroyed by a fire.”

STATE OF TEXAS PROPOSITION NO. 11

“The constitutional amendment authorizing the legislature to increase the amount of the exemption from ad valorem taxation by a school district of the market value of the residence homestead of a person who is elderly or disabled.”

STATE OF TEXAS PROPOSITION NO. 12

“The constitutional amendment regarding the membership of the State Commission on Judicial Conduct, the membership of the tribunal to review the commission’s recommendations, and the authority of the commission, the tribunal, and the Texas Supreme Court to more effectively sanction judges and justices for judicial misconduct.”

STATE OF TEXAS PROPOSITION NO. 13

“The constitutional amendment to increase the amount of the exemption of residence homesteads from ad valorem taxation by a school district from \$100,000 to \$140,000.”

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:30 AM O'CLOCK

AUG 12 2025

STATE OF TEXAS PROPOSITION NO. 14
“The constitutional amendment providing for the establishment of the Dementia Prevention and Research Institute of Texas, establishing the Dementia Prevention and Research Fund to provide money for research on and prevention and treatment of dementia, Alzheimer’s disease, Parkinson’s disease, and related disorders in this state, and transferring to that fund \$3 billion from state general revenue.”

STATE OF TEXAS PROPOSITION NO. 15
“The constitutional amendment affirming that parents are the primary decision makers for their children.”


STATE OF TEXAS PROPOSITION NO. 16
“The constitutional amendment clarifying that a voter must be a United States citizen.”

STATE OF TEXAS PROPOSITION NO. 17
“The constitutional amendment to authorize the legislature to provide for an exemption from ad valorem taxation of the amount of the market value of real property located in a county that borders the United Mexican States that arises from the installation or construction on the property of border security infrastructure and related improvements.”

The Secretary of State shall take notice of this proclamation and shall immediately mail a copy of this order to every county judge of this State, and all appropriate writs will be issued, and all proper proceedings will be followed, to the end that said election may be held and its result proclaimed in accordance with law.



IN TESTIMONY WHEREOF, I have hereto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 12th day of August, 2025.


GREG ABBOTT
Governor of Texas

ATTESTED BY:


JANE NELSON
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:30 AM O'CLOCK
AUG 12 2025

13

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/19/2025		Submitted by: Michelle Allcon	
Meeting Date: 08/26/2025		Department: Elections Administration	
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report			
Title: Elections			
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 interlocal agreements for conducting elections between Smith County and the following political subdivisions for the November 4, 2025, election and authorize the county judge to sign all related documentation. a. City of Whitehouse b. Arp Independent School District c. Troup Independent School District d. Whitehouse Independent School District e. East Texas Municipal Utility District			
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: Michelle Allcon		Email: mallcon@smith-county.com	
Name:		Email:	
Name:		Email:	
Name:		Email:	

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

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND ARP
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING A JOINT ELECTION**

STATE OF TEXAS

§

COUNTY OF SMITH

§

This Agreement is entered into this 6th day of August, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**), and Arp Independent School District with the authorization of their respective governing bodies (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

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

II. **VOTING UNIT'S DUTIES**

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 4, 2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.

- b. Estimated Services: Services performed in the conduct of the election-delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - c. Printing of Notices: costs for notices printed jointly will be divided evenly between each entity participating in the joint election. If an entity has additional notices to print (such as for a special election), those costs are paid solely by that entity.
 - d. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - e. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 38 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). If the number of polling locations decreases, or the amount of equipment needed decreases, the rental fee will decrease to reflect that change.
 - f. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. Costs are split between all entities participating in the joint election by the percentage of registered voters in each district. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 4, 2025, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 4, 2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties

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

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

ARP INDEPENDENT SCHOOL DISTRICT

c/o Shannon Arrington, Superintendent
101 Tony Drive
Arp, TX 75750

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and Arp Independent School District have caused this agreement to be effective as of the 6th day of August, 2025.

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

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY ARP INDEPENDENT SCHOOL DISTRICT IN A MEETING on the ____
____ day of _____, 2025 and executed by **SHANNON ARRINGTON**,
Superintendent, as the authorized representative of **ARP INDEPENDENT SCHOOL**
DISTRICT.

ARP INDEPENDENT SCHOOL DISTRICT

BY: 
SHANNON ARRINGTON, SUPERINTENDENT

ATTEST:

BY: 
TINA GRAMMIER, SUPERINTENDENT SECRETARY

APPROVED:

BY: _____
, ATTORNEY FOR ARP ISD

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND EAST TEXAS
MUNICIPAL UTILITY DISTRICT FOR CONDUCTING A JOINT ELECTION**

STATE OF TEXAS §

COUNTY OF SMITH §

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

W I T N E S S E T H

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

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

II. **VOTING UNIT'S DUTIES**

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 4, 2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.

- b. Estimated Services: Services performed in the conduct of the election-delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - c. Printing of Notices: costs for notices printed jointly will be divided evenly between each entity participating in the joint election. If an entity has additional notices to print (such as for a special election), those costs are paid solely by that entity.
 - d. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - e. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 38 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). If the number of polling locations decreases, or the amount of equipment needed decreases, the rental fee will decrease to reflect that change.
 - f. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. Costs are split between all entities participating in the joint election by the percentage of registered voters in each district. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 4, 2025, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 4, 2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties

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

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

EAST TEXAS MUNICIPAL UTILITY DISTRICT

c/o Winstead PC, V.Hahn
600 W. 5th Street, Suite 900
Austin, Texas 78701

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and East Texas Municipal Utility District have caused this agreement to be effective as of the ____ day of _____, 2025.

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

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:


BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY EAST TEXAS MUNICIPAL UTILITY DISTRICT IN A MEETING on the 12th day of August, 2025 and executed by Eddie LeJeune, Jr., President, as the authorized representative of **EAST TEXAS MUNICIPAL UTILITY DISTRICT**.

EAST TEXAS MUNICIPAL UTILITY DISTRICT

BY: 
Eddie LeJeune Jr, President

ATTEST:

BY: 
John Weldon, Secretary

APPROVED:

BY: 
Andrew W. Stinson, ATTORNEY FOR EAST TEXAS MUD

Estimate

To: East Texas Municipal Utility District



Smith County

Elections
Administration302 E Ferguson Street
Tyler, TX 75702
Phone 903-590-4777
Fax 903-590-4778
scelections@smith-
county.comINVOICE #
DATE:Make all checks
payable to:
Smith County

**THANK YOU
FOR YOUR
BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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November 4, 2025
Election

30 day

%	DESCRIPTION	OVERALL COST	E TX MUD COST
.6%	EV and ED Personnel and Services	113,127.75	75352
.6%	ES&S Invoices	25,950.00	156.31
50%	Absentee Ballots	51.60	25.80
14.3%	Publications of Notice of Election & LAT	1,750.00	250.00
14.3%	Delivery of Election Equipment	11,200.00	1,600.00
100%	Rental of Election Equipment	3,554.70	3,554.70

SUBTOTAL 6,340.33

10% ADMINISTRATIVE FEE 634.03

TOTAL 6,974.37

STATE OF TEXAS §

§

COUNTY OF SMITH §

§

WITNESSETH

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

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

II. **VOTING UNIT'S DUTIES**

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 4, 2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.

- b. Estimated Services: Services performed in the conduct of the election-delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - c. Printing of Notices: costs for notices printed jointly will be divided evenly between each entity participating in the joint election. If an entity has additional notices to print (such as for a special election), those costs are paid solely by that entity.
 - d. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - e. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 38 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). If the number of polling locations decreases, or the amount of equipment needed decreases, the rental fee will decrease to reflect that change.
 - f. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. Costs are split between all entities participating in the joint election by the percentage of registered voters in each district. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 4, 2025, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 4, 2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties

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

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

TROUP INDEPENDENT SCHOOL DISTRICT

c/o Tammy Jones, Superintendent
PO Box 578
Troup, TX 75789

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and Troup Independent School District have caused this agreement to be effective as of the ____ day of _____, 2025.

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

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY TROUP INDEPENDENT SCHOOL DISTRICT IN A MEETING on the 12 day of August, 2025 and executed by TAMMY JONES, Superintendent, as the authorized representative of TROUP INDEPENDENT SCHOOL DISTRICT .

TROUP INDEPENDENT SCHOOL DISTRICT

BY: Tammy Jones
TAMMY JONES, SUPERINTENDENT

ATTEST:

BY: Shane Jasper
SHANE JASPER, BOARD PRESIDENT

APPROVED:

BY: John Hardy
JOHN HARDY, ATTORNEY FOR TROUP ISD

Estimate

To: Carri Jackson
Troup ISD
903-842-3067



Smith County

Elections
Administration

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

INVOICE #
DATE:

Make all checks
payable to:
Smith County

**THANK YOU
FOR YOUR
BUSINESS!**

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

November 4, 2025
Election

30 day

%	DESCRIPTION	OVERALL COST	TROUP ISD COST
.85%	EV and ED Personnel and Services	113,127.75	1,059.55
.85%	ES&S Invoices	25,950.00	219.80
33.33%	Absentee Ballots	344.00	86.00
16.67%	Publications of Notice of Election & LAT	1,750.00	291.67
16.67%	Delivery of Election Equipment	11,200.00	1,866.67
100%	Rental of Election Equipment	3,554.70	3,554.70

SUBTOTAL 7,078.39

10% ADMINISTRATIVE FEE 707.84

TOTAL 7,786.23

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY THE CITY OF
WHITEHOUSE FOR CONDUCTING A JOINT ELECTION**

STATE OF TEXAS §

COUNTY OF SMITH §

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

W I T N E S S E T H

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

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

II. VOTING UNIT'S DUTIES

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 4, 2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.

- b. Estimated Services: Services performed in the conduct of the election-printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 38 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. Any invoices accrued (not including corrected information) will be divided between all participating entities by the percentage of registered voters in each district.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 4, 2025, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 4, 2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agrees to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties

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

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

CITY OF WHITEHOUSE

c/o Leslie Black, City Manager
PO BOX 776
Whitehouse, TX 75791

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and City of Whitehouse have caused this agreement to be effective as of the ____ day of _____, 2025.

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

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY WHITEHOUSE INDEPENDENT SCHOOL DISTRICT IN A MEETING on the 18th day of August, 2025 and executed by DR. CASEY WHITTLE, Superintendent, as the authorized representative of WHITEHOUSE INDEPENDENT SCHOOL DISTRICT .

WHITEHOUSE INDEPENDENT SCHOOL DISTRICT

BY: Carey Whittle

DR. CASEY WHITTLE, SUPERINTENDENT

ATTEST:

BY: Kristi Creech

KRISTI CREECH, ADMINISTRATIVE ASSISTANT

APPROVED:

BY: Randall G Cook

RANDY COOK, ATTORNEY FOR WHITEHOUSE ISD

Estimate Update

To: Stephanie Nichols
City of Whitehouse
903-510-7502



Smith County

Elections
Administration

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

INVOICE #
DATE:

Make all checks
payable to:
Smith County

THANK YOU
FOR YOUR
BUSINESS!

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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November 4, 2025
Election

30 day

%	DESCRIPTION	OVERALL COST	WHITEHOUSE COST
3.1%	EV and ED Personnel and Services	113,127.75	3,934.70
3.1%	ES&S Invoices	25,950.00	816.23
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16.67%	Publications of Notice of Election & LAT	1,750.00	291.67
16.67%	Delivery of Election Equipment	11,200.00	1,866.67
100%	Rental of Election Equipment	3,554.70	3,554.70

SUBTOTAL 10,578.64

10% ADMINISTRATIVE FEE 1,057.86

TOTAL 11,636.50



RESOLUTION NO. R25-0805-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEHOUSE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH SMITH COUNTY FOR THE PURPOSE OF CONDUCTING JOINT ELECTION SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Whitehouse (the "City") desires to enter into an interlocal agreement with Smith County, Texas (the "County") pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act, for the purpose of conducting joint election services; and

WHEREAS, the County has the personnel, experience, and equipment necessary to provide election services, and is willing to provide such services to the City under the terms and conditions set forth in the agreement; and

WHEREAS, the City Council finds that entering into the interlocal agreement will promote efficient and cost-effective election administration and is in the best interest of the City and its citizens;

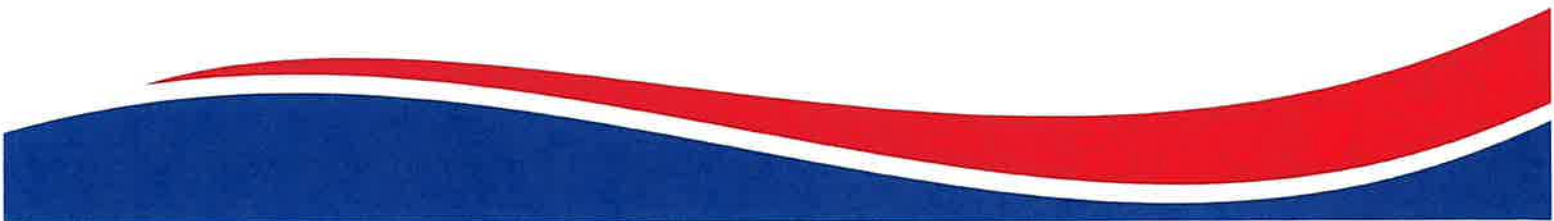
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITEHOUSE, TEXAS, THAT:

SECTION 1. That the City Council hereby authorizes the City Manager, on behalf of the City of Whitehouse, to enter into an Interlocal Agreement with Smith County for the provision of joint election services.

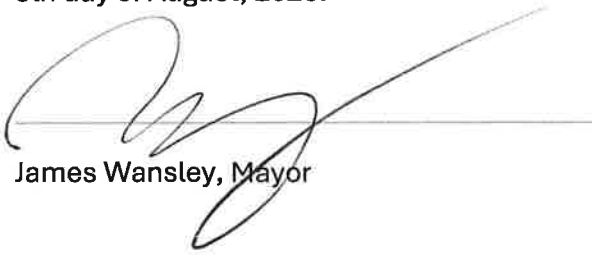
SECTION 2. That the City Manager, City Secretary, and other authorized representatives of the City are hereby authorized to take any and all actions necessary to carry out the terms and purpose of said agreement.

SECTION 3. That if any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 4. That this resolution shall become effective immediately upon its passage.

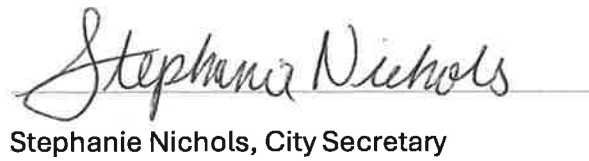


PASSED AND APPROVED at a regular meeting of the City of Whitehouse City Council this 5th day of August, 2025.



James Wansley, Mayor

ATTEST:



Stephanie Nichols, City Secretary



EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY THE CITY OF WHITEHOUSE FOR CONDUCTING A JOINT ELECTION

STATE OF TEXAS §

COUNTY OF SMITH §

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

W I T N E S S E T H

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

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

II. VOTING UNIT'S DUTIES

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 4, 2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.

- b. Estimated Services: Services performed in the conduct of the election-printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 38 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. Any invoices accrued (not including corrected information) will be divided between all participating entities by the percentage of registered voters in each district.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 4, 2025, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 4, 2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agrees to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties

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

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

CITY OF WHITEHOUSE

c/o Leslie Black, City Manager
PO BOX 776
Whitehouse, TX 75791

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and City of Whitehouse have caused this agreement to be effective as of the ____ day of _____, 2025.

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

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY THE WHITEHOUSE CITY COUNCIL IN A MEETING on the 5 day of August, 2025 and executed by **LESLIE BLACK**, City Manager, as the authorized representative of the **CITY OF WHITEHOUSE**.

CITY OF WHITEHOUSE

BY: Leslie Black
LESLIE BLACK, CITY MANAGER

ATTEST:

BY: Stephanie Nichols
STEPHANIE NICHOLS, CITY SECRETARY

APPROVED:

BY: _____
BLAKE ARMSTRONG, CITY ATTORNEY

Estimate Update

To: Stephanie Nichols
City of Whitehouse
903-510-7502



Smith County

Elections
Administration

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

INVOICE #
DATE:

Make all checks
payable to:
Smith County

THANK YOU
FOR YOUR
BUSINESS!

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
	November 4, 2025 Election	30 day	

%	DESCRIPTION	OVERALL COST	WHITEHOUSE COST
3.1%	EV and ED Personnel and Services	113,127.75	3,934.70
3.1%	ES&S Invoices	25,950.00	816.23
33.33%	Absentee Ballots	344.00	114.67
16.67%	Publications of Notice of Election & LAT	1,750.00	291.67
16.67%	Delivery of Election Equipment	11,200.00	1,866.67
100%	Rental of Election Equipment	3,554.70	3,554.70
		SUBTOTAL	10,578.64
		10% ADMINISTRATIVE FEE	1,057.86
		TOTAL	11,636.50

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

Submission Date: 08/19/2025	Submitted by: Michelle Allcon
Meeting Date: 08/26/2025	Department: Elections Administration
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the Notice of Combined Precincts for the November 4, 2025, Special Election.	
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: Michelle Allcon	Email: mallcon@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

NOTICE OF COMBINED PRECINCTS

Notice is hereby given to the registered voters of the following precincts: Precincts have been combined for the November 4, 2025 election in accordance with § 42.0051 of the *Texas Election Code* and 89th Regular Session's SB 985 which is effective September 1, 2025.

Precinct	Combined With Precinct(s)	Total Voters
1	2	1349
3	21	3989
5	49	4168
6	4	3006
8	47	2145
10	46	4411
12	34	2774
13	18	2968
17	62 and 85	4759
23	55	4284
29	45	4296
37	64	4167
43	50	3565
48	52	3915
54	74	3927

Smith County is a Countywide Polling Place county. See the Notice of Election or the Smith County Current Election Information page for a list of all polling locations that will be open for the November 4, 2025 election.

Signature of County Judge

Date

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

Submission Date: 08/19/2025	Submitted by: Michelle Allcon
Meeting Date: 08/26/2025	Department: Elections Administration
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the Notice of Election for the November 4, 2025, Special Election.	
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: Michelle Allcon	Email: mallcon@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

Constitutional Amendment Election–November 4, 2025 (*Elección Constitucional – 4 de Noviembre del 2025*)**Notice of Election** (*Aviso de elección*)**Notice of Early Voting Polling Places** (*Aviso de votación anticipada*)**Notice of Election Day Vote Centers** (*Aviso de los Centros de Votación del día de las Elecciones*)

To the registered voters of: Smith County, the Governor has ordered a Special Election on November 4, 2025 for the purpose of voting in a Special Election to adopt or reject the proposed Constitutional Amendments as submitted by the 89th Legislature, Regular Session, of the State of Texas (see Exhibit A). (*Para los votantes registrados del: Condado Smith, el Gobernador ordeno una elección especial el 4 de noviembre del 2025, con el propósito de votar en una Elección Especial para adoptar o rechazar las enmiendas a la Constitución propuestas tal como fueron presentadas por la 89^o Legislatura, Sesión Regular, del Estado de Texas (ver Anexo A).*)

Location (<i>Sitio</i>)	Address (<i>Dirección</i>)
Main Location: The HUB	304 E. Ferguson St., Tyler, TX 75702
Heritage Building	1900 Bellwood Rd., Tyler, TX 75701
Lindale Kinzie Community Center	912 Mt. Sylvan St., Lindale, TX 75771
Noonday Community Center	16662 CR 196, Tyler, TX 75703
Whitehouse Methodist Church	405 W. Main St., Whitehouse, TX 75791

Early Voting – Dates and Times (*Votación Adelantada – Fechas y Horas*):

Monday, October 20, 2025	through	Friday, October 24, 2025	8:00 AM - 5:00 PM
<i>Lunes, 20 de Octubre del 2025</i>	<i>hasta</i>	<i>Viernes, 24 de Octubre del 2025</i>	<i>8:00 AM - 5:00 PM</i>
Saturday, October 25, 2025			9:00 AM – 3:00 PM
<i>Sabado, 25 de Octubre del 2025</i>			<i>9:00 AM – 3:00 PM</i>
Monday, October 27, 2025	through	Wednesday, October 29, 2025	8:00 AM - 5:00 PM
<i>Lunes, 27 de Octubre del 2025</i>	<i>hasta</i>	<i>Miércoles, 29 de Octubre del 2025</i>	<i>8:00 AM - 5:00 PM</i>
Thursday, October 30, 2025	through	Friday, October 31, 2025	7:00 AM - 7:00 PM
<i>Jueves, 30 de Octubre del 2025</i>	<i>hasta</i>	<i>Viernes, 31 de Octubre del 2025</i>	<i>7:00 AM - 7:00 PM</i>

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 4, 2025. All eligible registered voters in Smith County, Texas, may vote at any one of the below listed Election Day Vote Centers. (*Por la presente se notifica que los lugares de votación que se enumeran a continuación estarán abiertos desde 7:00 a.m. a 7:00 p.m. el 4 de noviembre del 2025. Todos los votantes elegibles registrados en el Condado de Smith, Texas, pueden votar en cualquiera de los Centros de Votación del Día de las Elecciones que se nombran a continuación.*)

Location (<i>Sitio</i>)	Address (<i>Dirección</i>)
Arp First Baptist Church	304 W. Front St., Arp, TX 75750
Bullard Southern Baptist Church	716 N. Houston St., Bullard, TX 75757
Cameron J Jarvis Library: Troup	102 S. Georgia St., Troup, TX 75789
Chapel Hill Fire Department	13801 C.R. 220, Tyler, TX 75707
Clarkston Elementary School	2915 Williamsburg Dr., Tyler, TX 75701
Crossbrand Cowboy Church	11915 FM 2015, Tyler, TX 75708
First Baptist Gresham	16844 C.R. 165, Tyler, TX 75703
First Christian Church: Christian Life Center	4202 S. Broadway Ave, Tyler, TX 75701
Flint Baptist Church	11131 FM 2868 W., Flint, TX 75762
Glass Recreation Center	501 W. 32 nd St., Tyler, TX 75702
Heritage Building	1900 Bellwood Rd., Tyler, TX 75701
Hideaway Members Svcs Building	101 Hide-A-Way Lane, Hideaway, TX 75771
Hill Creek Baptist Church	14749 Hwy 110 S., Whitehouse, TX 75791

MAIN LOCATION: The HUB	304 E. Ferguson St., Tyler, TX 75702
Jones/Boshears Elementary School	3450 Chandler Hwy, Tyler, TX 75702
Lanes Chapel Methodist Church: Family Center	8720 Old Jacksonville Hwy, Tyler, TX 75703
Lindale Kinzie Community Center	912 Mt. Sylvan St., Lindale, TX 75771
Mt. Carmel Baptist Church	10519 FM 344 E., Whitehouse, TX 75791
Noonday Community Center	16662 C.R. 196, Tyler, TX 75703
Old Tyler Airport	150 Airport Dr., Tyler, TX 75704
Rose Heights Church-Lindale	12465 FM 16, Lindale, TX 75771
Shiloh Road Church of Christ	1801 Shiloh Rd., Tyler, TX 75703
St. Louis Baptist Church	4000 Frankston Hwy, Tyler, TX 75701
St. Violet Baptist Church	14129 FM 2767, Tyler, TX 75708
Swan Wood Springs Methodist Church	12005 US Hwy 69 N, Tyler, TX 75706
Three Lakes Middle School	2445 Three Lakes Pkwy, Tyler, TX 75703
Tyler Senior Center	1915 Garden Valley Rd., Tyler, TX 75702
Whitehouse Methodist Church	405 W. Main St., Whitehouse, TX 75791
Winona Community Center	520 Dallas St., Winona, TX 75792
Locations are subject to change. <i>(Las ubicaciones están sujetas a cambios.)</i>	

Applications for ballot by mail and FPCA shall be mailed to: Michelle Allcon, Elections Administrator, 302 E. Ferguson, Tyler, Texas 75702. Application for ballot by mail must be received not later than the close of business (5:00 pm) on Friday, October 24, 2025. Any questions can be directed to sselections@smith-county.com or 903-590-4777. Additional information can be found at <https://www.smith-county.com/government/departments/elections/current-election-information>. *(Las solicitudes de boletas electorales por correo y FPCA deben enviarse por correo a: Michelle Allcon, Administrador de Elecciones, 302 E. Ferguson, Tyler, Texas 75702. La solicitud de boleta electoral por correo debe recibirse antes del final de la jornada laboral (5:00 pm) el viernes, 24 de Octubre del 2025. Cualquier pregunta puede dirigirse a sselections@smith-county.com o al 903-590-4777. Puede encontrar información adicional en <https://www.smith-county.com/government/departments/elections/current-election-information>.)*

Issued this 26 day of August 2025 *(Emitida este día 26 de Agosto del 2025)*

Smith County Judge

EXHIBIT A | Anexo A

Proposition 1 - SJR 59 "The constitutional amendment providing for the creation of the permanent technical institution infrastructure fund and the available workforce education fund to support the capital needs of educational programs offered by the Texas State Technical College System."

Número de propuesta 1 - SJR 59 *“La enmienda constitucional que dispone la creación del fondo permanente de infraestructura de instituciones técnicas y el fondo de educación de la fuerza laboral disponible para apoyar las necesidades de capital de los programas educativos ofrecidos por el Sistema de Universidades Técnicas del Estado de Texas”.*

Proposition 2 - SJR 18 "The constitutional amendment prohibiting the imposition of a tax on the realized or unrealized capital gains of an individual, family, estate, or trust."

Número de propuesta 2 - SJR 18 *“La enmienda constitucional que prohíbe la imposición de un impuesto sobre las ganancias de capital realizadas o no realizadas de un individuo, familia, patrimonio o fideicomiso”.*

Proposition 3 - SJR 5 "The constitutional amendment requiring the denial of bail under certain circumstances to persons accused of certain offenses punishable as a felony."

Número de propuesta 3 - SJR 5 *“La enmienda constitucional que exige la denegación de la libertad bajo fianza en determinadas circunstancias a las personas acusadas de ciertos delitos sancionables como delito grave”.*

Proposition 4 - HJR 7 "The constitutional amendment to dedicate a portion of the revenue derived from state sales and use taxes to the Texas water fund and to provide for the allocation and use of that revenue."

Número de propuesta 4 - HJR 7 *“La enmienda constitucional para destinar al fondo de agua de Texas parte de los ingresos derivados de los impuestos estatales sobre las ventas y sobre el uso, así como para estipular la asignación y el uso de esos ingresos”.*

Proposition 5 - HJR 99 "The constitutional amendment authorizing the legislature to exempt from ad valorem taxation tangible personal property consisting of animal feed held by the owner of the property for sale at retail."

Número de propuesta 5 - HJR 99 *“La enmienda constitucional que autoriza a la legislatura a eximir de impuestos ad valorem los bienes muebles tangibles consistentes en alimento para animales en poder del propietario del bien para su venta al por menor”.*

Proposition 6 - HJR 4 "The constitutional amendment prohibiting the legislature from enacting a law imposing an occupation tax on certain entities that enter into transactions conveying securities or imposing a tax on certain securities transactions."

Número de propuesta 6 - HJR 4 *“La enmienda constitucional que prohíbe a la legislatura promulgar una ley que imponga un impuesto ocupacional a determinadas entidades que realicen transacciones de transmisión de valores o que imponga un impuesto a determinadas transacciones de valores”.*

Proposition 7 - HJR 133 "The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a veteran who died as a result of a condition or disease that is presumed under federal law to have been service-connected."

Número de propuesta 7 - HJR 133 *“La enmienda constitucional que autoriza a la legislatura a establecer una exención de impuestos ad valorem de la totalidad o parte del valor de mercado de la residencia familiar del cónyuge sobreviviente de un veterano fallecido como resultado de una condición o enfermedad que se presupone, según la ley federal, haber estado relacionadas con el servicio”.*

Proposition 8 - HJR 2 "The constitutional amendment to prohibit the legislature from imposing death taxes applicable to a decedent's property or the transfer of an estate, inheritance, legacy, succession, or gift."

Número de propuesta 8 - HJR 2 *“La enmienda constitucional para prohibir que la legislatura imponga impuestos sucesorios aplicables a la propiedad de un difunto o a la transferencia de un patrimonio, herencia, legado, sucesión o donación”.*

Proposition 9 - HJR 1 "The constitutional amendment to authorize the legislature to exempt from ad valorem taxation a portion of the market value of tangible personal property a person owns that is held or used for the production of income."

Número de propuesta 9 - HJR 1 *“La enmienda constitucional para autorizar a la legislatura a eximir de impuestos ad valorem una parte del valor de mercado de los bienes muebles tangibles que posea una persona y que se mantengan o utilicen para la producción de ingresos”.*

Proposition 10 - SJR 84 "The constitutional amendment to authorize the legislature to provide for a temporary exemption from ad valorem taxation of the appraised value of an improvement to a residence homestead that is completely destroyed by a fire."

Número de propuesta 10 - SJR 84 *“La enmienda constitucional para autorizar a la legislatura a prever una exención temporal de impuestos ad valorem del valor tasado de una mejora a una residencia familiar que haya sido completamente destruida por un incendio”.*

Proposition 11 - SJR 85 "The constitutional amendment authorizing the legislature to increase the amount of the exemption from ad valorem taxation by a school district of the market value of the residence homestead of a person who is elderly or disabled."

Número de propuesta 11 - SJR 85 *“La enmienda constitucional que autoriza a la legislatura a aumentar el monto de la exención de impuestos ad valorem por un distrito escolar del valor de mercado de la residencia familiar de una persona de edad avanzada o discapacitada”.*

Proposition 12 - SJR 27 "The constitutional amendment regarding the membership of the State Commission on Judicial Conduct, the membership of the tribunal to review the commission's recommendations, and the authority of the commission, the tribunal, and the Texas Supreme Court to more effectively sanction judges and justices for judicial misconduct."

Número de propuesta 12 - SJR 27 *“La enmienda constitucional relativa a la composición de la Comisión Estatal de Conducta Judicial, la composición del tribunal para revisar las recomendaciones de la comisión, y la autoridad de la comisión, el tribunal y la Corte Suprema de Texas para sancionar más eficazmente a los jueces y magistrados por mala conducta judicial”.*

Proposition 13 - SJR 2 "The constitutional amendment to increase the amount of the exemption of residence homesteads from ad valorem taxation by a school district from \$100,000 to \$140,000."

Número de propuesta 13 - SJR 2 *“La enmienda constitucional para aumentar el monto de la exención de impuestos ad valorem de las residencias familiares por un distrito escolar de \$100,000 a \$140,000”.*

Proposition 14 - SJR 3 "The constitutional amendment providing for the establishment of the Dementia Prevention and Research Institute of Texas, establishing the Dementia Prevention and Research Fund to

provide money for research on and prevention and treatment of dementia, Alzheimer's disease, Parkinson's disease, and related disorders in this state, and transferring to that fund \$3 billion from state general revenue."

Número de propuesta 14 - SJR 3 *"La enmienda constitucional que prevé la creación del Instituto de Prevención e Investigación de la Demencia de Texas, estableciendo el Fondo de Prevención e Investigación de la Demencia para destinar dinero para la investigación, prevención y tratamiento de la demencia, la enfermedad de Alzheimer, la enfermedad de Parkinson y trastornos relacionados en este estado, y transfiriendo a dicho fondo \$3 mil millones de los ingresos generales del estado".*

Proposition 15 - SJR 34 "The constitutional amendment affirming that parents are the primary decision makers for their children."

Número de propuesta 15 - SJR 34 *"La enmienda constitucional que afirma que los padres son los principales responsables de la toma de decisiones para sus hijos".*

Proposition 16 - SJR 37 "The constitutional amendment clarifying that a voter must be a United States citizen."

Número de propuesta 16 - SJR 37 *"La enmienda constitucional que aclara que un votante debe ser ciudadano de los Estados Unidos".*

Proposition 17 - HJR 34 "The constitutional amendment to authorize the legislature to provide for an exemption from ad valorem taxation of the amount of the market value of real property located in a county that borders the United Mexican States that arises from the installation or construction on the property of border security infrastructure and related improvements."

Número de propuesta 17 - HJR 34 *"La enmienda constitucional para autorizar a la legislatura a establecer una exención de impuestos ad valorem del monto del valor de mercado de los bienes inmuebles ubicados en un condado fronterizo con los Estados Unidos Mexicanos que surja de la instalación o construcción en la propiedad de infraestructura de seguridad fronteriza y mejoras relacionadas".*

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/19/2025		Submitted by: Michelle Allcon	
Meeting Date: 08/26/2025		Department: Elections Administration	
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report			
Title: Elections			
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 Facility Use Agreements between Smith County and the following locations for the November 4, 2025 Election, and authorize the county judge to sign all related documentation. a. Arp First Baptist Church; b. Chapel Hill Fire Department; c. Flint Baptist Church; d. First Baptist Church-Gresham; e. Hill Creek Baptist Church; f. Mt. Carmel Baptist Church; g. Noonday Community Center; h. Old Tyler Airport; i. Rose Heights Church-Lindale; j. Shiloh Road Church of Christ; k. St. Violet Baptist Church; l. Swan Wood Springs Methodist Church; m. Tyler Independent School District campuses: Bell Elementary, Clarkston Elementary, Jones-Boshears Elementary, and Three Lakes Middle; and n. Tyler Senior Center			
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: Michelle Allcon		Email: mallcon@smith-county.com	
Name:		Email:	
Name:		Email:	
Name:		Email:	

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

FACILITIES USE AGREEMENT

Tyler Senior Center

This Agreement is made this 8 day of July, 2025, by and between **Tyler Senior Center** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1915 Garden Valley Rd, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").

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

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

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

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

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

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

November 4, 2025 Election Dates:

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

November 4, 2025-Election Day

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

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

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

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

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

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

7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage

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

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

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

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

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

FACILITY
TYLER SENIOR CENTER

Signature: 

Printed Name: LaVera Johnson

Title: Senior Center Supervisor

Date: 7/8/2025

Mailing Address:

1915 Garden Valley Rd.

Tyler, TX 75702

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT

Arp First Baptist Church

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

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 304 W Front St, Arp, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)
November 4, 2025-Election Day
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Bill Kitchings at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
ARP FIRST BAPTIST CHURCH

Signature: *William Kitchings*

Printed Name: *William Kitchings*

Title: *Deacon*

Date: *7-04-2025*

Mailing Address:

304 W Front St

Arp, TX 75750

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT

Chapel Hill Fire Department

This Agreement is made this ____ day of _____, 202__, by and between **Chapel Hill Fire Department** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 13801 CR 220, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").

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

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

- (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
- (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
- (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

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

November 4, 2025 Election Dates;

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

November 4, 2025-Election Day

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

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

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

4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Dale Peterson at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage

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

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

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

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

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

FACILITY
CHAPEL HILL FIRE DEPARTMENT

Signature:

Dale A. Peterson

Printed Name:

Dale A. Peterson

Title:

Chief

Date:

8-15-2025

Mailing Address:

PO Box 132078

Tyler, TX 75713

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT

Flint Baptist Church

This Agreement is made this 7th day of July, 2025, by and between **Flint Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 11131 FM 2968 W., Flint, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)
November 4, 2025-Election Day **Set up at 6AM on ED; not day before**
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Nate Tamlin at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

**FACILITY
FLINT BAPTIST CHURCH**

Signature:



Printed Name: Nathan Tamlin

Title: Facilities Director

Date: 7-7-25

Mailing Address:

11131 FM 2968 S

Flint, TX 75762

**USER
SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT

First Baptist Church Gresham

This Agreement is made this 29 day of July, 2025, by and between **First Baptist Church Gresham** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 16844 CR 165, Arp, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events"). Tyler

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

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

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

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

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

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

November 4, 2025 Election Dates:

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

November 4, 2025-Election Day

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

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

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

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

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

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

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.

9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
FIRST BAPTIST CHURCH GRESHAM

Signature:

Printed Name: ~~Bobbie Nowell~~ Miles Morrison
Title: ~~Church Clerk~~ Lead Pastor
Date: 7/29/25

Mailing Address:
16844 CR 165
Tyler, TX 75703

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT

Hill Creek Baptist Church

This Agreement is made this ____ day of _____, 202____, by and between **Hill Creek Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. Premises: Facility grants to User the use of that portion of the Facility, located at 14749 Hwy 110 S, Whitehouse, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").

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

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

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

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

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

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

November 4, 2025 Election Dates:

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

November 4, 2025-Election Day

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

3. Payment Terms for Non-Public Building: If Facility is not a public building, User will pay a rental/use fee of **\$50.00/day** for the use of Facility for Events.

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

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

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

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

8. Alcoholic Beverages: No alcoholic beverages are permitted at these events.

9. Signs and Displays: Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
HILL CREEK BAPTIST CHURCH

Signature: 

Printed Name: Gary Wayne Harvell
Title: Chairman-Grounds Committee

Date: July 28, 2025

Mailing Address:
14749 Hwy 110 S.
Whitehouse, TX 75791

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT

Mt. Carmel Baptist Church

This Agreement is made this 16 day of July, 2025, by and between **Mt. Carmel Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 200 W Margaret St, Lindale, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").

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

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

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

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

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

2.

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

November 4, 2025 Election Dates:

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

November 4, 2025-Election Day

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

- 4. Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$25.00/day** for the use of Facility for Events.

- 5. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Amber Pond at least seven (7) days prior to the first day of the event.

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

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

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

- 9. Alcoholic Beverages:** No alcoholic beverages are permitted at these events.

- 10. Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
MT. CARMEL BAPTIST CHURCH

Signature: *Amber Pond*

Printed Name: Amber Pond
Title: Ministry Assistant
Date: 07/16/2025

Mailing Address:
10519 FM 344 E
Whitehouse, TX 75791

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT

Noonday Community Center

This Agreement is made this 1st day of July, 2025, by and between **Noonday Community Center** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 16662 CR 196, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
October 17, 2025-Equipment Drop Off (a specific time to be scheduled in advance)
October 19, 2025-Equipment Set up
October 20-31, 2025-Early Voting
November 4, 2025-Election Day
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$60.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Mayor Mike Turman at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.

9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

FACILITY
NOONDAY COMMUNITY CENTER

Signature: 

Printed Name: Mike Turman
Title: Mayor
Date:

Mailing Address:
PO BOX 6425
Tyler, TX 75711

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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


Michelle Alicon

Elections Administrator

Phone: 903-590-4774

Fax: 903-590-4778

302 E. Ferguson St., Tyler, TX 75702

 **2025 Facilities Use Agreement-Noonday.pdf**
189K

FACILITIES USE AGREEMENT

Old Tyler Airport

This Agreement is made this 7th day of July, 2025, by and between **Old Tyler Airport** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 150 Airport Dr., Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
November 3, 2025- Equipment Drop Off (a specific time to be scheduled in advance)
November 4, 2025-Election Day
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

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

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

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

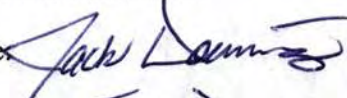
Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers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

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

relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

FACILITY
OLD TYLER AIRPORT

Signature: 

Printed Name: JACK DOWNING

Title: PRESIDENT

Date: 7/7/25

Mailing Address:
Historic Aviation Memorial Museum
150 Airport Dr. Box 2-7
Tyler, TX 75704

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

**FACILITIES USE AGREEMENT
ROSE HEIGHTS CHURCH-LINDALE**

This Agreement is made this 30 day of July, 2025, by and between **Rose Heights Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 12465 FM 16, Lindale, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
November 3, 2025-Equipment Drop Off (a specific time to be scheduled in advance)
November 4, 2025-Election Day
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of \$0.00/day for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Patricia Woolen at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God; strikes; epidemics; war, riots, flood, fire, sabotage; or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
ROSE HEIGHTS CHURCH-LINDALE

Signature: *Patrick Wooten*

Printed Name: *Patrick Wooten*
Title: *Rose Heights - Lindale Campus Pastor*
Date: *7-30-25*
Mailing Address:
12465 FM 16
Lindale, TX 75771

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT

Shiloh Road Church of Christ

This Agreement is made this ____ day of _____, 202____, by and between **Shiloh Road Church of Christ** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. Premises: Facility grants to User the use of that portion of the Facility, located at 1801 Shiloh Road, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").

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

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

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

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

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

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

November 4, 2025 Election Dates:

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

November 4, 2025-Election Day

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

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

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

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

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

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

8. Alcoholic Beverages: No alcoholic beverages are permitted at these events.

9. Signs and Displays: Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

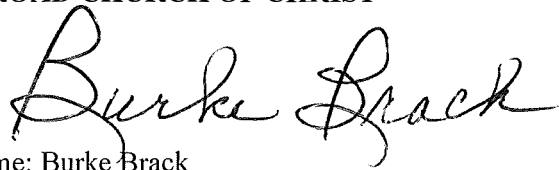
outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
SHILOH ROAD CHURCH OF CHRIST

Signature:



Printed Name: Burke Brack
Title: Connections Minister
Date: 07/01/2025

Mailing Address:
1801 Shiloh Road,
Tyler, TX 75701

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT

St. Violet Baptist Church

This Agreement is made this 13th day of July, 2025, by and between **St. Violet Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 14129 FM 2767, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
November 3, 2025-Equipment Drop Off (a specific time to be scheduled in advance)
November 4, 2025-Election Day
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Melvin Ford at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY
ST. VIOLET BAPTIST CHURCH

Signature: 

Printed Name: Melvin Ford

Title: Deacon Chairman

Date: 7-13-25

Mailing Address:

10205 CR 395

Tyler, TX 75708

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT
Swan Wood Springs Methodist Church

This Agreement is made this 10th day of July, 2025, by and between **Swan Wood Springs Methodist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 12005 Hwy 69 N, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025, or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
November 4, 2025 Election Dates:
November 3, 2025-Equipment Drop Off (a specific time to be scheduled in advance)
November 4, 2025-Election Day
November 5, 2025- Equipment Pick Up (a specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Carolyn Todd at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

FACILITY

SWAN WOOD SPRINGS METHODIST CHURCH

Signature: *Carolyn Todd*

Printed Name: Carolyn Todd

Title: Church Council Chairman

Date:

Mailing Address:

12005 Hwy 69 N,

Tyler, TX 75706

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT

Tyler Independent School District

This Agreement is made this 7 day of July, 2025, by and between **Tyler Independent School District** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. Premises: Facility grants to User the use of the following locations, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **November 4, 2025** (the "Events").

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

Bell Elementary: 1409 E. Hankerson St., Tyler, TX 75701

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

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

Three Lakes Middle School: 2445 Three Lakes Pkwy., Tyler, TX 75703

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

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

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

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

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

November 4, 2025 Election Dates:

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

November 4, 2025-Election Day

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

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

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

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

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

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

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

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

manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

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

FACILITY
TYLER INDEPENDENT SCHOOL DISTRICT

Signature: 

Printed Name: *Dr. Mary Crawford*

Title: *Sup. of Schools*

Date: *July 7, 2025*

Mailing Address:
1319 Earl Campbell Pkwy
Tyler, TX 75701

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

17

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

Submission Date: 08/19/2025	Submitted by: KAREN NELSON
Meeting Date: 08/26/2025	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 the Murphy 1 Subdivision, Precinct 3; and b. Re-Plat for the Ben Roy Bay Subdivision, Precinct 1	
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

Office Use Only
Agenda Item # _____



Subdivision Name: BEN ROY BAY LOT 46 A
 Adjacent Road: JOHN COWAN DRIVE
 Developer: CYNTHIA BURKETT Phone: _____
 email: _____ Fax: _____
 Surveyor: ELS SURVEYING Phone: 903-581-7759
 email: CONDO@ELSSURVEYING.COM Fax: _____
 Roadway Length: _____ ft. (centerline)

Item		<i>Date and Initial when received</i>		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	8-13-25 S.B.		
	Plat Fee	\$25 8-13-25 S.B.	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	8-13-25 S.B.		
	Designated Rep. (Pledger) Clearance Letter	See notes below		
	Tax Certificate	8-13-25 S.B.		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)	N/A		
	Flood Plain Development Permit & Fee (if required)	\$100 N/A	\$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
08-07-2025
Reviewed By: Kim Wheeler, GIS Coordinator

Ben Roy Bay U1- SC 911 Addressing, no conflicts.

TAX CERTIFICATE FOR ACCOUNT : 180045000000046000

PAGE 1 OF 1

AD NUMBER: R006114

DATE : 8/13/2025

GF NUMBER:

FEE : \$10.00

CERTIFICATE NO: 13446417

PROPERTY DESCRIPTION

COLLECTING AGENCY

BEN ROY BAY|LOT 46

Gary B. Barber

Smith County Tax Office

P.O. Box 2011

Tyler TX 75710-2011

00000000 SALINE DR

0 ACRES

REQUESTED BY

PROPERTY OWNER

E.L.S. SURVEYING & MAPPING

BURKETT CYNTHIA

21072 FM 2493

BULLARD TX 75757

8266 COUNTY ROAD 118

BULLARD TX 75757

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:	4,500	IMPROVEMENT:	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	4,500	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	BULLARD 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 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 8/2025 :

\$ 0.00

ISSUED TO :

E.L.S. SURVEYING & MAPPING

ACCOUNT NUMBER:

180045000000046000

CERTIFIED BY:

Madison Bortny

SMITH COUNTY



TAX CERTIFICATE FOR ACCOUNT: 180045000000047000

PAGE 1 OF 1

AD NUMBER: R006115

DATE: 8/13/2025

GF NUMBER

FEE: \$10.00

CERTIFICATE NO: 13446432

PROPERTY DESCRIPTION

COLLECTING AGENCY

BEN ROY BAY|LOT 47

Gary B. Barber

Smith County Tax Office

P.O. Box 2011

Tyler TX 75710-2011

0021530 JOHN COWAN DR

0 ACRES

REQUESTED BY

PROPERTY OWNER

E.L.S. SURVEYING & MAPPING, INC

BURKETT CYNTHIA

21072 FM 2493

BULLARD TX 75757

8266 COUNTY ROAD 118

BULLARD TX 75757

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:	7,875	IMPROVEMENT:	156,721
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	164,596	LIMITED VALUE:	0
EXEMPTIONS:	General Homestead, Over 65		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	BULLARD 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 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 8/2025:

\$ 0.00

ISSUED TO:

E.L.S. SURVEYING & MAPPING, INC

ACCOUNT NUMBER:

180045000000047000

CERTIFIED BY:

Madalisen Borby

SMITH COUNTY





21072 FM 2493
Bullard, Texas 75757
903-581-7759
www.elssurveying.com
Texas Firm No. 10032700
Oklahoma Firm No. 8020
New Mexico · Colorado

August 13, 2025

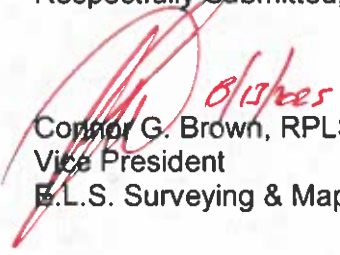
Doug Nicholson
Smith County Road and Bridge Administrator
135 SSE Loop 323
Tyler, Texas 75702

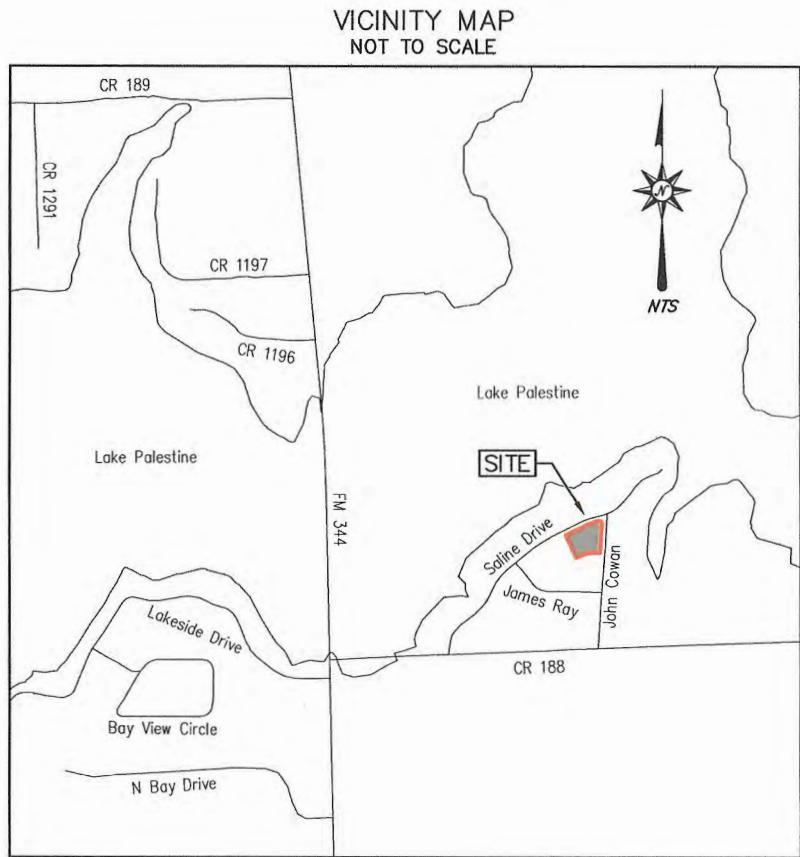
RE: Ben Roy Bay Lot 46A

Please find herewith:

- 1 – Plat Application
- 3 – Paper Copies of Final Plat
- 1 – Mylar Copy of Final Plat
- 1 – Plat Review Fee Check (\$25)
- 1 – 911 Clearance Letter
- 1 – Certified Tax Certificate

Respectfully Submitted,

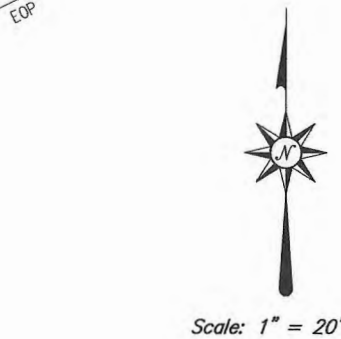

Connor G. Brown, RPLS, PLS
Vice President
E.L.S. Surveying & Mapping, Inc.



LINE TABLE				
LINE	BEARING	DISTANCE		
L1	N71°53'28"E	14.82'		
CALL		14.9'		

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	450.00'	64.37'	64.32'	N67°47'55"E
PLAT	450.00'	64.37'		0811°45'
C2	17.00'	33.16'	28.15'	S52°14'07"E
CALL		33.01'		111°51'45"

PEDRO ELIAS BEAN SURVEY
A-2



OWNER'S STATEMENT:

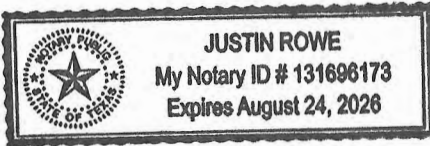
I, Cynthia Burkett, am the owner of Lot 46 & Lot 47, Ben Roy Bay Subdivision, and do accept this as my Plan for the subdividing into lots and blocks and do dedicate to the public forever the streets, alleys, and easements as shown.
It is the owner's responsibility to verify easements prior to constructing any improvements.

This plat approved subject to all platting ordinances, rules, regulations, and ordinances of Smith County, Texas.

By: Cynthia Burkett
Cynthia Burkett

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the 12 day of August, 2025.

Justin Rowe
Notary Public, State of Texas



APPROVAL:

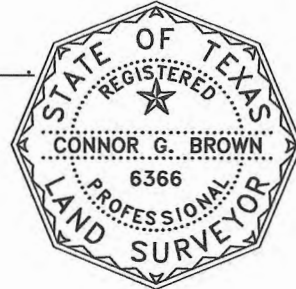
This plat approved by the Commissioners Court of Smith County, Texas on this the ____ day of _____, 2025.

County Judge, Smith County, Texas

SURVEYOR'S STATEMENT:

I, CONNOR G. BROWN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6366, do hereby certify that this plat was prepared from an actual survey made on the ground under my direction and supervision during September 2024.

Connor G. Brown
CONNOR G. BROWN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6366



Revisions	Project:
	RESUBDIVISION PLAT BEN ROY BAY SUBDIVISION RESUBDIVISION OF LOT 46 & LOT 47 (CAB. B, SLIDE 62C) INTO LOT 46A PEDRO ELIAS BEAN SURVEY, A-2 SMITH COUNTY, TEXAS
Job No.: 452406	Date: 8/8/2025
Drafter: C.G.B.	21072 FM 2493 Bullard, Texas 75757 (903) 581-7759 www.elsurveying.com
Checked: C.G.B.	20' 10' 0' 20' 1" = 20'

NOTES:

Basis of Bearings is referenced to the Texas State Plane Coordinate System, Texas North Central Zone (4202), NAD83 (2011) as derived by GPS observations.

Iron rods shown hereon as set are 1/2-inch iron rods with yellow plastic cap stamped "ELS Surveying".

The subject property lies within the bounds of unshaded Zone X (areas determined to be outside the 0.2% annual chance floodplain) as shown on FEMA Flood Insurance Rate Map Panel No. 48423C0470C with an effective date of September 26, 2008.

This survey was performed without the benefit of a current Title Commitment. Other easements, encroachments, and/or encumbrances may exist.

This plat does not remove or alter the deed restrictions currently of record for these lots.

NOTICE:

Selling a portion of this addition by metes and bounds is a violation of county ordinance and state law and is subject to fines and withholding of utilities and building permits.

PLAT RECORDED IN CABINET _____, SLIDE _____
DATE RECORDED: _____



Subdivision Name: Murphy 1 - Subdivision
 Adjacent Road: Smith Co. Rd ER-476
 Developer: Francis Loftin Phone: 903-944-8406
 email: FrancisLoftin@gmail.com Fax: N/A
 Surveyor: JDS Survey Phone: 903 714 8601
 email: jace.Scarbrough@gmail.com Fax: 903-963-2333
 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)	✓ 8-14-25 s.B.	
	Plat Fee	\$25	\$100 ✓ 8-14-25 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		✓ 8-14-25 s.B.
	Designated Rep. (Pledger) Clearance Letter	See notes below	✓ 8-14-25 s.B.
	Tax Certificate		✓ 8-14-25 s.B.
	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



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

PLAT, SUBDIVISION & STREET NAME REVIEW
8/14/2025

Reviewed By: Catarina Ridgeway

Murphy 1 Subdivision-

*No addressing conflicts with the subdivision of Lot 1.

**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 14, 2025

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

RE: Murphy 1 Subdivision

Sir,

As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), Scott Morrison agent for Mike Murphy has submitted an application to this office seeking approval of development planning materials for a new 2 lot subdivision from a 52.88 acre tract located at 17187 CR 476 Lindale, Texas 75771 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 Mike Murphy 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**

TAX CERTIFICATE FOR ACCOUNT : 100000085900004001

PAGE 1 OF 1

AD NUMBER: R194438

DATE : 8/14/2025

GF NUMBER:

FEE : \$10.00

CERTIFICATE NO : 13446886

PROPERTY DESCRIPTION

ABST A0859 J SANDERS|TRACT 4.1

COLLECTING AGENCY

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

0017187 C R 476

1 ACRES

REQUESTED BY

LOFTIN FRANCIS LEE & BELVA LORENE

PROPERTY OWNER

LOFTIN FRANCIS LEE & BELVA LORENE

17187 C R 476

LINDALE TX 757710000

17187 C R 476

LINDALE TX 757710000

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:	6,400	IMPROVEMENT :	516,411
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	522,811	LIMITED VALUE:	0
EXEMPTIONS:	General Homestead, Over 65		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	LINDALE I.S.D.	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	SMITH COUNTY EMERG SERV #1	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 :

LOFTIN FRANCIS LEE & BELVA LORENE

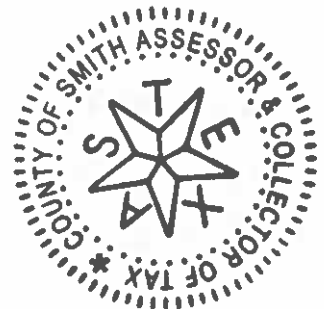
ACCOUNT NUMBER:

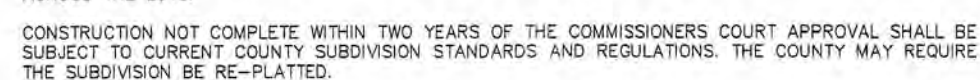
100000085900004001

CERTIFIED BY :



SMITH COUNTY





18

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

Submission Date: 08/20/2025	Submitted by: KAREN NELSON
Meeting Date: 08/26/2025	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 4134,1143,1145,1345, Metronet, install fiber optic cable, Precinct 4	
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 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
135 SSE Loop 323
Tyler, Texas 75702

1. Applicant: Metronet Date: 6/27/2025
Company Name (if different): Phone: 812-916-1792
Address: 3701 Communications Way, Evansville IN Fax: _____
47715 Zip: _____
24/7 Contact Name: Shannon Brown Phone: 812-916-1462
Contractor: TBD Phone: TBD
Bonding Company: Phone: _____
2. Franchise Holder: Phone: _____
3. Franchise Contact: Phone: _____

4. Location (if applicable, length of installation in feet): CR: 4134, 1143, 1145, TRADEWIN ST, SOUTHWIND ST, W LAKESHORE DR, PRINCE LN
PRINCESS PL, DUKE PL, SPENCER LN

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.
(TYLR.10.017)

7. Proposed start date: 7/24/2025 Completion date: 1/24/2026

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.)

25.012

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


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

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

Applicants Signature: Taylor Shelton

Digitally signed by Taylor Shelton
DN: cn = Taylor Shelton, o = Associates, Incorporated, ou =
Date: 2025.05.17 10:26:42 -0500

Date: 7/10/2025

Approved: 
Smith County Road Administrator/Engineer

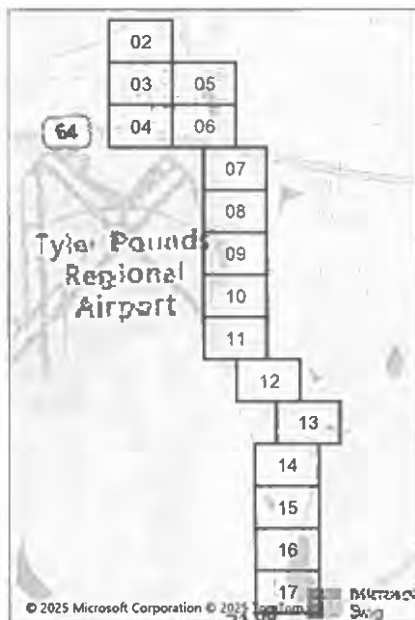
TYLR.10.017 FTTH PROJECT



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



DRAWING INDEX	SHEET
COVER SHEET	01
CONSTRUCTION PLANS	02-17
TYPICAL DETAILS	T1-T13



AREA MAP

SMITH COUNTY PERMIT DRAWINGS

DATE: 7/03/2025

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™

19

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

Submission Date: 8/19/2025	Submitted by: Jennafer Bell
Meeting Date: 8/26/2025	Department: Auditors Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Auditor Report and Executive Summary	
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 Auditor report and Executive Summary for July 2025.	
Background: The Smith County Auditor regularly submits a monthly report for the court's review and acceptance.	
Financial and Operational Impact:	
Attachments: Yes <input 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:

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SUBMIT

Office Use Only
Agenda Item # _____

20

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:

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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:

JP's #3,#4 and #5

TRANSFER FROM:

Account Name	Account Number	Amount
Contingency	10.409.4400.499	\$31,000.00

TRANSFER TO:

Account Name	Account Number	Amount
Autopsies	10.457.4600.608	\$11,000.00
Autopsies	10.458.4600.608	\$15,000.00
Autopsies	10.459.4600.608	\$5,000.00

BRIEF EXPLANATION FOR REQUEST:

Cover autopsies. Attached are the guidelines for each.

Department Head:

Auditor's Office

Kalisha Boyd

8/21/25

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date

Report Selection:

Inclusions Ranges: Begin (thru) End
Fund & Account... 10.457.4600.608_____ 10.457.4600.608_____

Approval Plan..... ____ thru ____

Start Date 10 01 2024

Start of Detail Date 10 01 2024

End Date 08 31 2025

Level to Page Break..... 1 . 0 (0.0 to 5.0)
Suppress Summary Totals within Detail? Y (Y/N)
Print Detail?..... Y (Y/N)
Display Detail Description?..... N (Y/N)
Print Inactive Accounts Too?..... Y (Y/N)
Exclude Accounts with Zero Dollars.... Y (Y/N)
Redisplay Selection Screen?..... N (Y/N)
Open Download File in Excel..... N (Y/N)
F3=Exit F12=Cancel

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT
10	GENERAL FUND						
10.457	JUSTICE OF PEACE, PCT 3						
10.457.4600	OTHER SERVICES & CHARGES						
10.457.4600.608	AUTOPSIES						
10/01/24 --	Beginning Balance --	80,000.00				80,000.00	
10/17/24	SERENITY PROFESSIONAL SE V 174165	468748		250.00	250.00	79,750.00	
10/29/24	SERENITY PROFESSIONAL SE V 174367	469218		250.00	250.00	79,500.00	
11/14/24	SERENITY PROFESSIONAL SE V 174644	469842		250.00	250.00	79,250.00	
11/14/24	SERENITY PROFESSIONAL SE V 174644	469843		250.00	250.00	79,000.00	1
11/25/24	FORENSIC MEDICAL V 174825	470249		2,475.00	2,475.00	76,525.00	4
11/26/24	DALLAS COUNTY TREASURER V 174814	470378		2,475.00	2,475.00	74,050.00	7
11/26/24	DALLAS COUNTY TREASURER V 174814	470378		3,160.00	3,160.00	70,890.00	11
12/12/24	EAST TEXAS MORTUARY SERV V 175062	471007		195.00	195.00	70,695.00	11
12/16/24	FORENSIC MEDICAL V 175199	471088		1,250.00	1,250.00	69,445.00	13
12/16/24	FORENSIC MEDICAL V 175199	471088		2,475.00	2,475.00	66,970.00	16
12/16/24	FORENSIC MEDICAL V 175199	471088		2,475.00	2,475.00	64,495.00	19
12/16/24	FORENSIC MEDICAL V 175199	471088		2,475.00	2,475.00	62,020.00	22
01/08/25	CAUDLE-RUTLEDGE-DAUGHERT V 175394	471557		295.00	295.00	61,725.00	22
01/08/25	SERENITY PROFESSIONAL SE V 175451	471588		250.00	250.00	61,475.00	23
01/08/25	SERENITY PROFESSIONAL SE V 175451	471589		250.00	250.00	61,225.00	23
01/08/25	SERENITY PROFESSIONAL SE V 175451	471580		250.00	250.00	60,975.00	23
01/08/25	SERENITY PROFESSIONAL SE V 175451	471582		250.00	250.00	60,725.00	24
01/08/25	SERENITY PROFESSIONAL SE V 175451	471587		250.00	250.00	60,475.00	24
01/14/25	SERENITY PROFESSIONAL SE V 175556	471883		250.00	250.00	60,225.00	24
01/14/25	SERENITY PROFESSIONAL SE V 175556	471849		250.00	250.00	59,975.00	25
01/14/25	SERENITY PROFESSIONAL SE V 175556	471848		250.00	250.00	59,725.00	25
01/14/25	SERENITY PROFESSIONAL SE V 175556	471846		250.00	250.00	59,475.00	25
01/14/25	SERENITY PROFESSIONAL SE V 175556	471847		250.00	250.00	59,225.00	25
01/14/25	SERENITY PROFESSIONAL SE V 175556	471845		250.00	250.00	58,975.00	26
01/14/25	SERENITY PROFESSIONAL SE V 175556	471844		250.00	250.00	58,725.00	26
01/14/25	SERENITY PROFESSIONAL SE V 175556	471843		250.00	250.00	58,475.00	26
01/14/25	SERENITY PROFESSIONAL SE V 175556	471850		250.00	250.00	58,225.00	27
01/15/25	SERENITY PROFESSIONAL SE V 175556	471903		250.00	250.00	57,975.00	27
01/23/25	SERENITY PROFESSIONAL SE V 175646	472152		250.00	250.00	57,725.00	27
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	55,250.00	30
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	52,775.00	34
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	50,300.00	37
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	47,825.00	40
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	45,350.00	43
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	42,875.00	46
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	40,400.00	49
01/24/25	FORENSIC MEDICAL V 175607	472191		2,475.00	2,475.00	37,925.00	52
02/06/25	DALLAS COUNTY TREASURER V 175842	472791		3,160.00	3,160.00	34,765.00	56
02/24/25	FORENSIC MEDICAL V 176139	473368		2,475.00	2,475.00	32,290.00	59

Account.....	Description.....				Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation	Src	Ref	PO	VOUCHER	Budget	Encumbrance	& in Process	Balance	PCT

10	GENERAL FUND									
10.457	JUSTICE OF PEACE, PCT 3									
10.457.4600	OTHER SERVICES & CHARGES									
10.457.4600.608	AUTOPSIES									
02/26/25	SERENITY	PROFESSIONAL	SE V	176187	473444			250.00	250.00	32,040.00 59
02/26/25	SERENITY	PROFESSIONAL	SE V	176187	473445			250.00	250.00	31,790.00 60
02/26/25	SERENITY	PROFESSIONAL	SE V	176187	473446			200.00	200.00	31,590.00 60
02/26/25	SERENITY	PROFESSIONAL	SE V	176187	473443			250.00	250.00	31,340.00 60
03/03/25	SERENITY	PROFESSIONAL	SE V	176304	473705			250.00	250.00	31,090.00 61
03/19/25	FORENSIC	MEDICAL	V	176512	474315			2,475.00	2,475.00	28,615.00 64
03/19/25	FORENSIC	MEDICAL	V	176512	474315			2,475.00	2,475.00	26,140.00 67
03/19/25	FORENSIC	MEDICAL	V	176512	474315			2,475.00	2,475.00	23,665.00 70
03/25/25	COVER EXPENSES		B							23,665.00 70
04/02/25	SERENITY	PROFESSIONAL	SE V	176767	474825			250.00	250.00	23,415.00 70
04/02/25	SERENITY	PROFESSIONAL	SE V	176767	474826			250.00	250.00	23,165.00 71
04/09/25	SERENITY	PROFESSIONAL	SE V	176919	475143			250.00	250.00	22,915.00 71
04/15/25	SERENITY	PROFESSIONAL	SE V	177033	475418			250.00	250.00	22,665.00 71
05/05/25	SERENITY	PROFESSIONAL	SE V	177400	476158			250.00	250.00	22,415.00 71
05/12/25	FORENSIC	MEDICAL	V	177474	476426			2,475.00	2,475.00	19,940.00 75
05/12/25	FORENSIC	MEDICAL	V	177474	476426			2,475.00	2,475.00	17,465.00 78
05/20/25	FORENSIC	MEDICAL	V	177564	476696			2,475.00	2,475.00	14,990.00 81
05/20/25	FORENSIC	MEDICAL	V	177564	476696			2,475.00	2,475.00	12,515.00 84
05/20/25	SERENITY	PROFESSIONAL	SE V	177598	476697			250.00	250.00	12,265.00 84
05/21/25	SERENITY	PROFESSIONAL	SE V	177598	476814			250.00	250.00	12,015.00 84
05/21/25	SERENITY	PROFESSIONAL	SE V	177598	476815			250.00	250.00	11,765.00 85
05/28/25	SERENITY	PROFESSIONAL	SE V	177686	476935			250.00	250.00	11,515.00 85
06/02/25	SERENITY	PROFESSIONAL	SE V	177827	477064			250.00	250.00	11,265.00 85
06/03/25	SERENITY	PROFESSIONAL	SE V	177827	477154			475.00	475.00	10,790.00 86
06/16/25	SERENITY	PROFESSIONAL	SE V	178035	477669			250.00	250.00	10,540.00 86
06/16/25	SERENITY	PROFESSIONAL	SE V	178035	477670			475.00	475.00	10,065.00 87
06/16/25	SERENITY	PROFESSIONAL	SE V	178035	477663			250.00	250.00	9,815.00 87
06/17/25	SERENITY	PROFESSIONAL	SE V	178035	477693			250.00	250.00	9,565.00 88
06/17/25	SERENITY	PROFESSIONAL	SE V	178035	477716			250.00	250.00	9,315.00 88
06/18/25	FORENSIC	MEDICAL	V	178109	477782			2,475.00	2,475.00	6,840.00 91
06/18/25	FORENSIC	MEDICAL	V	178109	477782			2,475.00	2,475.00	4,365.00 94
06/20/25	COVER EXPENSES		B							4,365.00 94
07/02/25	SERENITY	PROFESSIONAL	SE V	178229	478142			250.00	250.00	4,115.00 94
07/23/25	SERENITY	PROFESSIONAL	SE V	178550	478860			250.00	250.00	3,865.00 95
07/29/25	SERENITY	PROFESSIONAL	SE V	178649	479074			475.00	475.00	3,390.00 95
08/05/25	SERENITY	PROFESSIONAL	SE V	178742	479332			250.00	250.00	3,140.00 96
08/05/25	SERENITY	PROFESSIONAL	SE V	178742	479333			250.00	250.00	2,890.00 96
08/05/25	SERENITY	PROFESSIONAL	SE V	178742	479334			250.00	250.00	2,640.00 96
08/11/25	SERENITY	PROFESSIONAL	SE V	187884	479646			330.00	330.00	2,310.00 97
08/12/25	SERENITY	PROFESSIONAL	SE V	187884	479737			330.00	330.00	1,980.00 97
08/20/25	DALLAS COUNTY TREASURER				480009			2,475.00	2,475.00	495.00- 100
						80,000.00	.00	80,495.00	80,495.00	495.00- 100
TOTAL AUTOPSIES						80,000.00	.00	80,495.00	80,495.00	495.00- 100
TOTAL OTHER SERVICES & CHARGES						80,000.00	.00	80,495.00	80,495.00	495.00- 100
TOTAL JUSTICE OF PEACE, PCT 3						80,000.00	.00	80,495.00	80,495.00	495.00- 100
TOTAL GENERAL FUND						80,000.00	.00	80,495.00	80,495.00	495.00- 100

Account.....		Description.....				Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation	Src	Ref	PO	VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT
GRAND TOTAL						80,000.00	.00	80,495.00	80,495.00	495.00-	100

Report Selection:

Inclusions Ranges: Begin (thru) End
Fund & Account... 10.458.4600.608 10.458.4600.608

Approval Plan..... thru

Start Date 10 01 2024

Start of Detail Date 10 01 2024

End Date 08 31 2025

Level to Page Break..... 1 . 0 (0.0 to 5.0)

Suppress Summary Totals within Detail? Y (Y/N)

Print Detail?..... Y (Y/N)

Display Detail Description?..... N (Y/N)

Print Inactive Accounts Too?..... Y (Y/N)

Exclude Accounts with Zero Dollars.... Y (Y/N)

Redisplay Selection Screen?..... N (Y/N)

Open Download File in Excel..... N (Y/N)

F3=Exit F12=Cancel

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT

10	GENERAL FUND						
10.458	JUSTICE OF PEACE, PCT 4						
10.458.4600	OTHER SERVICES & CHARGES						
10.458.4600.608	AUTOPSIES						
10/01/24 --	Beginning Balance --	90,000.00				90,000.00	
11/07/24	SERENITY PROFESSIONAL SE V 174527	469635		250.00	250.00	89,750.00	
11/26/24	DALLAS COUNTY TREASURER V 174814	470378		2,475.00	2,475.00	87,275.00	3
11/26/24	SERENITY PROFESSIONAL SE V 174859	470363		250.00	250.00	87,025.00	3
11/26/24	SERENITY PROFESSIONAL SE V 174859	470361		250.00	250.00	86,775.00	3
11/26/24	SERENITY PROFESSIONAL SE V 174859	470360		250.00	250.00	86,525.00	3
11/26/24	SERENITY PROFESSIONAL SE V 174859	470362		475.00	475.00	86,050.00	4
12/11/24	FORENSIC MEDICAL V 175074	470902		1,250.00	1,250.00	84,800.00	5
12/31/24	FORENSIC MEDICAL V 175335	471399		2,475.00	2,475.00	82,325.00	8
12/31/24	FORENSIC MEDICAL V 175335	471399		2,475.00	2,475.00	79,850.00	11
12/31/24	SERENITY PROFESSIONAL SE V 175348	471395		475.00	475.00	79,375.00	11
01/27/25	SERENITY PROFESSIONAL SE V 175765	472254		475.00	475.00	78,900.00	12
01/27/25	SERENITY PROFESSIONAL SE V 175765	472252		250.00	250.00	78,650.00	12
01/27/25	SERENITY PROFESSIONAL SE V 175765	472253		250.00	250.00	78,400.00	12
02/06/25	DALLAS COUNTY TREASURER V 175842	472791		2,475.00	2,475.00	75,925.00	15
02/06/25	DALLAS COUNTY TREASURER V 175842	472791		2,475.00	2,475.00	73,450.00	18
02/06/25	DALLAS COUNTY TREASURER V 175842	472791		2,475.00	2,475.00	70,975.00	21
02/06/25	DALLAS COUNTY TREASURER V 175842	472791		2,475.00	2,475.00	68,500.00	23
02/10/25	SERENITY PROFESSIONAL SE V 176070	472876		475.00	475.00	68,025.00	24
02/10/25	SERENITY PROFESSIONAL SE V 176070	472875		250.00	250.00	67,775.00	24
02/10/25	SERENITY PROFESSIONAL SE V 176070	472879		475.00	475.00	67,300.00	25
02/10/25	SERENITY PROFESSIONAL SE V 176070	472878		475.00	475.00	66,825.00	25
02/10/25	SERENITY PROFESSIONAL SE V 176070	472877		475.00	475.00	66,350.00	26
02/26/25	DALLAS COUNTY TREASURER V 176126	473432		3,160.00	3,160.00	63,190.00	29
02/26/25	DALLAS COUNTY TREASURER V 176126	473432		3,160.00	3,160.00	60,030.00	33
03/11/25	FORENSIC MEDICAL V 176411	474034		2,475.00	2,475.00	57,555.00	36
03/11/25	SERENITY PROFESSIONAL SE V 176454	474037		250.00	250.00	57,305.00	36
03/11/25	SERENITY PROFESSIONAL SE V 176454	474036		475.00	475.00	56,830.00	36
03/11/25	SERENITY PROFESSIONAL SE V 176454	474035		250.00	250.00	56,580.00	37
03/11/25	SERENITY PROFESSIONAL SE V 176454	474038		475.00	475.00	56,105.00	37
03/26/25	FORENSIC MEDICAL V 176613	474525		2,475.00	2,475.00	53,630.00	40
03/26/25	SERENITY PROFESSIONAL SE V 176647	474523		475.00	475.00	53,155.00	40
03/26/25	SERENITY PROFESSIONAL SE V 176647	474522		250.00	250.00	52,905.00	41
03/26/25	SERENITY PROFESSIONAL SE V 176647	474524		250.00	250.00	52,655.00	41
03/26/25	SERENITY PROFESSIONAL SE V 176647	474521		250.00	250.00	52,405.00	41
04/11/25	SERENITY PROFESSIONAL SE V 176919	475260		250.00	250.00	52,155.00	42
04/11/25	SERENITY PROFESSIONAL SE V 176919	475261		475.00	475.00	51,680.00	42
04/11/25	SERENITY PROFESSIONAL SE V 176919	475272		475.00	475.00	51,205.00	43
04/16/25	SERENITY PROFESSIONAL SE V 177149	475503		250.00	250.00	50,955.00	43
04/29/25	SERENITY PROFESSIONAL SE V 177273	475928		475.00	475.00	50,480.00	43

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT
10	GENERAL FUND						
10.458	JUSTICE OF PEACE, PCT 4						
10.458.4600	OTHER SERVICES & CHARGES						
10.458.4600.608	AUTOPSIES						
04/29/25	SERENITY PROFESSIONAL SE V 177273	475929		250.00	250.00	50,230.00	44
04/30/25	DALLAS COUNTY TREASURER V 177345	476001		2,475.00	2,475.00	47,755.00	46
05/13/25	FORENSIC MEDICAL V 177474	476453		2,475.00	2,475.00	45,280.00	49
05/13/25	FORENSIC MEDICAL V 177474	476453		2,475.00	2,475.00	42,805.00	52
05/13/25	FORENSIC MEDICAL V 177474	476453		2,475.00	2,475.00	40,330.00	55
05/13/25	FORENSIC MEDICAL V 177474	476453		2,475.00	2,475.00	37,855.00	57
05/19/25	DALLAS COUNTY TREASURER V 177554	476635		3,160.00	3,160.00	34,695.00	61
05/19/25	DALLAS COUNTY TREASURER V 177554	476635		2,475.00	2,475.00	32,220.00	64
05/19/25	DALLAS COUNTY TREASURER V 177554	476635		2,475.00	2,475.00	29,745.00	66
05/19/25	DALLAS COUNTY TREASURER V 177554	476635		2,475.00	2,475.00	27,270.00	69
05/19/25	SERENITY PROFESSIONAL SE V 177598	476665		250.00	250.00	27,020.00	69
05/30/25	SERENITY PROFESSIONAL SE V 177686	477036		475.00	475.00	26,545.00	70
05/30/25	SERENITY PROFESSIONAL SE V 177686	477035		475.00	475.00	26,070.00	71
06/04/25	SERENITY PROFESSIONAL SE V 177827	477166		475.00	475.00	25,595.00	71
06/17/25	DALLAS COUNTY TREASURER V 178094	477672		2,475.00	2,475.00	23,120.00	74
06/17/25	DALLAS COUNTY TREASURER V 178094	477672		3,160.00	3,160.00	19,960.00	77
06/17/25	DALLAS COUNTY TREASURER V 178094	477672		2,475.00	2,475.00	17,485.00	80
06/17/25	DALLAS COUNTY TREASURER V 178094	477672		2,475.00	2,475.00	15,010.00	83
06/18/25	SERENITY PROFESSIONAL SE V 178035	477793		475.00	475.00	14,535.00	83
06/18/25	SERENITY PROFESSIONAL SE V 178035	477792		475.00	475.00	14,060.00	84
06/20/25	COVER EXPENSES B					14,060.00	84
07/25/25	SERENITY PROFESSIONAL SE V 178550	478994		475.00	475.00	13,585.00	84
07/25/25	DALLAS COUNTY TREASURER V 178601	478966		2,475.00	2,475.00	11,110.00	87
07/25/25	DALLAS COUNTY TREASURER V 178601	478966		2,475.00	2,475.00	8,635.00	90
07/31/25	SERENITY PROFESSIONAL SE V 178649	479163		250.00	250.00	8,385.00	90
07/31/25	SERENITY PROFESSIONAL SE V 178649	479164		250.00	250.00	8,135.00	90
08/04/25	SERENITY PROFESSIONAL SE V 178742	479292		475.00	475.00	7,660.00	91
08/04/25	SERENITY PROFESSIONAL SE V 178742	479293		250.00	250.00	7,410.00	91
08/04/25	SERENITY PROFESSIONAL SE V 178742	479294		250.00	250.00	7,160.00	92
08/04/25	SERENITY PROFESSIONAL SE V 178742	479295		580.00	580.00	6,580.00	92
08/04/25	SERENITY PROFESSIONAL SE V 178742	479297		330.00	330.00	6,250.00	93
08/04/25	SERENITY PROFESSIONAL SE V 178742	479296		580.00	580.00	5,670.00	93
08/05/25	COVER EXPENSES B					5,670.00	93
08/20/25	DALLAS COUNTY TREASURER	480009		2,475.00	2,475.00	3,195.00	96
08/20/25	DALLAS COUNTY TREASURER	480009		2,475.00	2,475.00	720.00	99
08/20/25	DALLAS COUNTY TREASURER	480009		1,325.00	1,325.00	605.00-	100
08/20/25	DALLAS COUNTY TREASURER	480009		3,740.00	3,740.00	4,345.00-	104
	TOTAL AUTOPSIES	90,000.00	.00	94,345.00	94,345.00	4,345.00-	104
	TOTAL OTHER SERVICES & CHARGES	90,000.00	.00	94,345.00	94,345.00	4,345.00-	104
	TOTAL JUSTICE OF PEACE, PCT 4	90,000.00	.00	94,345.00	94,345.00	4,345.00-	104
	TOTAL GENERAL FUND	90,000.00	.00	94,345.00	94,345.00	4,345.00-	104

Account.....	Description.....					Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation	Src	Ref	PO	VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT
GRAND TOTAL						90,000.00	.00	94,345.00	94,345.00	4,345.00-	104

Report Selection:

Inclusions Ranges: Begin (thru) End
Fund & Account... 10.459.4600.608 10.459.4600.608

Approval Plan..... thru

Start Date 10 01 2024

Start of Detail Date 10 01 2024

End Date 08 31 2025

Level to Page Break..... 1 . 0 (0.0 to 5.0)
Suppress Summary Totals within Detail? Y (Y/N)
Print Detail?..... Y (Y/N)
Display Detail Description?..... N (Y/N)
Print Inactive Accounts Too?..... Y (Y/N)
Exclude Accounts with Zero Dollars.... Y (Y/N)
Redisplay Selection Screen?..... N (Y/N)
Open Download File in Excel..... N (Y/N)
F3=Exit F12=Cancel

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT
10	GENERAL FUND						
10.459	JUSTICE OF PEACE, PCT 5						
10.459.4600	OTHER SERVICES & CHARGES						
10.459.4600.608	AUTOPSIES						
10/01/24 --	Beginning Balance --	75,000.00				75,000.00	
10/04/24	EAST TEXAS MORTUARY SERV V 173895	468232		264.50	264.50	74,735.50	
10/16/24	SERENITY PROFESSIONAL SE V 174165	468711		250.00	250.00	74,485.50	
10/16/24	SERENITY PROFESSIONAL SE V 174165	468710		200.00	200.00	74,285.50	
10/23/24	SERENITY PROFESSIONAL SE V 174273	468975		250.00	250.00	74,035.50	1
10/23/24	SERENITY PROFESSIONAL SE V 174273	468976		250.00	250.00	73,785.50	1
10/30/24	SERENITY PROFESSIONAL SE V 174367	469273		250.00	250.00	73,535.50	1
11/19/24	FORENSIC MEDICAL V 174710	470021		2,475.00	2,475.00	71,060.50	5
11/19/24	FORENSIC MEDICAL V 174710	470021		2,475.00	2,475.00	68,585.50	8
11/19/24	FORENSIC MEDICAL V 174710	470021		2,475.00	2,475.00	66,110.50	11
11/19/24	SERENITY PROFESSIONAL SE V 174756	469995		475.00	475.00	65,635.50	12
11/19/24	SERENITY PROFESSIONAL SE V 174756	469978		250.00	250.00	65,385.50	12
11/19/24	SERENITY PROFESSIONAL SE V 174756	469977		250.00	250.00	65,135.50	13
12/17/24	FORENSIC MEDICAL V 175199	471118		2,475.00	2,475.00	62,660.50	16
01/08/25	SERENITY PROFESSIONAL SE V 175451	471585		250.00	250.00	62,410.50	16
01/08/25	SERENITY PROFESSIONAL SE V 175451	471586		250.00	250.00	62,160.50	17
01/14/25	SERENITY PROFESSIONAL SE V 175556	471851		250.00	250.00	61,910.50	17
01/23/25	SERENITY PROFESSIONAL SE V 175646	472156		250.00	250.00	61,660.50	17
01/23/25	SERENITY PROFESSIONAL SE V 175646	472154		250.00	250.00	61,410.50	18
01/23/25	SERENITY PROFESSIONAL SE V 175646	472155		250.00	250.00	61,160.50	18
01/23/25	SERENITY PROFESSIONAL SE V 175646	472153		250.00	250.00	60,910.50	18
01/27/25	FORENSIC MEDICAL V 175721	472248		2,475.00	2,475.00	58,435.50	22
01/27/25	FORENSIC MEDICAL V 175721	472248		2,475.00	2,475.00	55,960.50	25
01/27/25	FORENSIC MEDICAL V 175721	472248		2,475.00	2,475.00	53,485.50	28
02/19/25	FORENSIC MEDICAL V 176004	473241		2,475.00	2,475.00	51,010.50	31
02/19/25	FORENSIC MEDICAL V 176004	473241		2,475.00	2,475.00	48,535.50	35
03/05/25	SERENITY PROFESSIONAL SE V 176304	473795		250.00	250.00	48,285.50	35
03/06/25	SERENITY PROFESSIONAL SE V 176304	473886		475.00	475.00	47,810.50	36
03/07/25	DALLAS COUNTY TREASURER V 176235	473899		3,160.00	3,160.00	44,650.50	40
03/12/25	SERENITY PROFESSIONAL SE V 176454	474097		200.00	200.00	44,450.50	40
03/31/25	SERENITY PROFESSIONAL SE V 176767	474696		250.00	250.00	44,200.50	41
03/31/25	SERENITY PROFESSIONAL SE V 176767	474692		250.00	250.00	43,950.50	41
04/02/25	SERENITY PROFESSIONAL SE V 176767	474819		250.00	250.00	43,700.50	41
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	41,225.50	45
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	38,750.50	48
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	36,275.50	51
04/16/25	FORENSIC MEDICAL V 176979	475450		2,475.00	2,475.00	33,800.50	54
04/22/25	SERENITY PROFESSIONAL SE V 177149	475697		475.00	475.00	33,325.50	55
04/22/25	SERENITY PROFESSIONAL SE V 177149	475696		250.00	250.00	33,075.50	55
04/28/25	SERENITY PROFESSIONAL SE V 177273	475867		250.00	250.00	32,825.50	56

Account.....	Description.....	Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation Src Ref PO VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT

10	GENERAL FUND						
10.459	JUSTICE OF PEACE, PCT 5						
10.459.4600	OTHER SERVICES & CHARGES						
10.459.4600.608	AUTOPSIES						
04/28/25	SERENITY PROFESSIONAL SE V 177273	475873		250.00	250.00	32,575.50	56
05/12/25	SERENITY PROFESSIONAL SE V 177513	476418		250.00	250.00	32,325.50	56
05/19/25	DALLAS COUNTY TREASURER V 177554	476635		3,160.00	3,160.00	29,165.50	61
05/19/25	FORENSIC MEDICAL V 177564	476660		2,475.00	2,475.00	26,690.50	64
05/19/25	FORENSIC MEDICAL V 177564	476660		2,475.00	2,475.00	24,215.50	67
05/20/25	SERENITY PROFESSIONAL SE V 177598	476759		475.00	475.00	23,740.50	68
05/20/25	SERENITY PROFESSIONAL SE V 177598	476760		250.00	250.00	23,490.50	68
05/30/25	SERENITY PROFESSIONAL SE V 177686	477037		250.00	250.00	23,240.50	69
06/10/25	SERENITY PROFESSIONAL SE V 177942	477440		250.00	250.00	22,990.50	69
06/17/25	FORENSIC MEDICAL V 177996	477687		2,475.00	2,475.00	20,515.50	72
06/17/25	FORENSIC MEDICAL V 177996	477687		2,475.00	2,475.00	18,040.50	75
06/17/25	FORENSIC MEDICAL V 177996	477687		2,475.00	2,475.00	15,565.50	79
06/20/25	COVER EXPENSES B					15,565.50	79
06/24/25	SERENITY PROFESSIONAL SE V 178141	477889		250.00	250.00	15,315.50	79
06/24/25	SERENITY PROFESSIONAL SE V 178141	477888		250.00	250.00	15,065.50	79
07/16/25	SERENITY PROFESSIONAL SE V 178461	478613		250.00	250.00	14,815.50	80
07/16/25	SERENITY PROFESSIONAL SE V 178461	478614		250.00	250.00	14,565.50	80
07/17/25	FORENSIC MEDICAL V 178424	478647		2,475.00	2,475.00	12,090.50	83
07/17/25	FORENSIC MEDICAL V 178424	478647		2,475.00	2,475.00	9,615.50	87
07/17/25	FORENSIC MEDICAL V 178424	478647		2,475.00	2,475.00	7,140.50	90
07/24/25	COVER EXPENSES B					7,140.50	90
07/25/25	DALLAS COUNTY TREASURER V 178601	478966		3,160.00	3,160.00	3,980.50	94
08/01/25	SERENITY PROFESSIONAL SE V 178649	479200		330.00	330.00	3,650.50	95
08/12/25	SERENITY PROFESSIONAL SE V 187884	479738		330.00	330.00	3,320.50	95
08/20/25	DALLAS COUNTY TREASURER	480009		3,160.00	3,160.00	160.50	99
		-----	-----	-----	-----	-----	---
TOTAL AUTOPSIES		75,000.00	.00	74,839.50	74,839.50	160.50	99
TOTAL OTHER SERVICES & CHARGES		75,000.00	.00	74,839.50	74,839.50	160.50	99
TOTAL JUSTICE OF PEACE, PCT 5		75,000.00	.00	74,839.50	74,839.50	160.50	99
TOTAL GENERAL FUND		75,000.00	.00	74,839.50	74,839.50	160.50	99

Account.....		Description.....				Revised	Open	10/01/2024	YTD Expended	Remaining	
Date	Vendor/Cust/Explanation	Src	Ref	PO	VOUCHER	Budget	Encumbrance	- 8/31/2025	& in Process	Balance	PCT
GRAND TOTAL						75,000.00	.00	74,839.50	74,839.50	160.50	99



**SMITH COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

217 E. Line Street
Tyler, Texas 75702
(903) 590-2700 * Fax (903) 590-2726

Janet Fugler
Director

REQUEST FOR WIRE TRANSFER

PAYABLE TO: Texas Department of Criminal Justice
PO Box 4015
Huntsville, Texas 77342-4015

WIRE TO: First Financial Bank
2506 Pine Shadows Drive
Huntsville, Texas 77342

CHECKING ACCOUNT NO.: [REDACTED]
ROUTING NO.: [REDACTED]

**FROM SMITH COUNTY
CSCD CHECKING ACCT.#:** [REDACTED]

DESCRIPTION: Employee Insurance Deductibles for the
Month of August 2025/Smith CSCD #212

AMOUNT: \$10,531.34

I certify that the above amount is a true and correct total for employee insurance deductibles for the period indicated.

Denise Roberts
Denise Roberts, Benefit Coordinator

8/21/25
Date

COMPLETED

DS 8/21/25

**GIVEN TO TREASURER FOR
BANK WIRE TRANSFER**

BCBS

FUND	DEPT	CAT.	ITEM	DESCRIPTION	AMOUNT
56	409	4450	406	Sep 2025 RETIREE 65+ Medicare Supplement	\$10,130.97
				Group ID: TXLB0592	
TOTALS					\$10,130.97


ASSISTANT COUNTY AUDITOR

DATE _____

COMPLETED
08/20/25 DS

**GIVEN TO TREASURER FOR
BANK WIRE TRANSFER**

BCBS

FUND	DEPT	CAT.	ITEM	DESCRIPTION	AMOUNT
56	409	4450	406	Sep 2025 RETIREE 65+ Medicare Supplement	\$40,051.00
				List Bill Payor ID: TXO65LB000000592-4	
TOTALS					\$40,051.00

Musty
ASSISTANT COUNTY AUDITOR

DATE _____

Jan Smith

BUDGET ADEQUATE - APPROVED

COMPLETED
08/20/25 D5

REQUEST FOR PAYMENT

**GIVEN TO TREASURER FOR
BANK WIRE TRANSFER**

PAYABLE TO: Optum Rx, Inc.

DATE 8/18/25

ACCOUNT NUMBER	INVOICE #	DESCRIPTION	AMOUNT
56.409.4450.405	1620059	Prescription Claim Cost Billing 8/1/25 – 8/15/25	\$180,244.90
56.409.4450.405	1621019	Claim Fee Billing 8/1/25 – 8/15/25	\$1,130.00
TOTALS		BALANCE DUE	\$181,374.90

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.

8/18/2025

Asst. County Auditor

Date

COMMISSIONERS COURT APPROVAL

BUDGET ADEQUATE - APPROVED

Kalisha Boyd

*Completed
8/19/25
AR-DS*