

COMMISSIONERS COURT AGENDA
Tuesday, September 23, 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, September 23, 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:

COURT ORDERS

COMMISSIONERS COURT

1. Consider and take necessary action to approve giving Smith County Community Hero Awards to Lindale Police Sergeant Michael Lazarine and Dispatcher Kimberly Smith for their heroic and life-saving actions.

PRESENTATIONS

2. Receive annual review of all Smith County Tax Abatements from the Tyler Economic Development Council.
3. Receive update from the Road and Bridge department.

COURT ORDERS

4. Consider and take necessary action to approve the termination of the Tax Abatement Agreement with Industrial Wood Technology and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to approve amendments to the FY 2025 – 2029 Capital Improvement Plan including but not limited to Animal Control Facility, Technology Projects, and any other necessary projects.
6. Consider and take necessary action to reappoint Matthew Watts as a Smith County representative to serve on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors, to serve a two-year term beginning February 2, 2025.
7. Consider and take necessary action to approve the two-year bond renewal for Smith County Purchasing Director, Jaye Latch, effective October 1, 2025, and authorize the county judge to sign related documentation.

SHERIFF'S OFFICE

8. Consider and take necessary action to approve the FY 2027 Regional Solid Waste Grant on behalf of the Smith County Sheriff's Office and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

9. Consider and take necessary action to approve changes to the Nationwide Retirement Plan documentation and authorize the county judge to sign all related documentation.
10. Consider and take necessary action to modify the county pay scale to correct the Interpreter Coordinator supplement amount and authorize the county judge to sign all related documentation.

FCIC

11. Consider and take necessary action to approve an Interlocal Agreement between Smith County, Smith County Criminal District Attorney's Office, and Texas Department of Licensing and Regulation (TDLR) for the continued operation of the Financial Crimes Intelligence Center (FCIC) and authorize the county judge to sign all related documentation.
12. Consider and take necessary action to approve a Lease agreement for FCIC office space with Communication Professionals Ltd, New Braunfels, TX, and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

ROAD AND BRIDGE

13. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 2138, 2186, 2185, 2144, Charter-Spectrum, install underground fiber optic cable with vaults, Precinct 2, and
 - b. County Road 1151, CenterPoint Energy, install gas line, Precinct 4.
14. Consider and take necessary action to authorize the county judge to sign the:
 - a. Re-Plat for Dove Ridge, Phase Two, Precinct 4, and
 - b. Re-Plat for Family Dollar Tyler, Lot 2 Block A, Precinct 3.

AUDITOR'S OFFICE

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

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

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.071 CONSULTATION WITH ATTORNEY

17. Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Animal Control and Shelter Supervisor Position.
18. Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Budget Officer Position.

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: 9/16/2025

A handwritten signature in blue ink that reads "Neal Franklin". The signature is written in a cursive, flowing style.

NEAL FRANKLIN, COUNTY JUDGE

Time: 5:00 p

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 9/10/2025	Submitted by: Comm J Scott Herod
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Community Hero Award	
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 giving Smith County Community Hero Awards to Lindale Police Sergeant Michael Lazarine and Dispatcher Kimberly Smith for their heroic and life-saving actions.	
Background: On September 7, 2025, Lindale Police Sgt. Michael Lazarine quickly responded to a 9-1-1 call to help a 2-year-old girl who was choking on a small toy. His quick actions that day saved the life of the toddler and the community is forever grateful.	
Financial and Operational Impact: NA	
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: J Bell	Email: jbell2@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 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 # _____

SMITH COUNTY COMMUNITY HERO AWARD

Sgt. Michael Lazarine

This award is presented for your heroic and life-saving actions on September 7, 2025.
Your brave, courageous and selfless actions helped save a life.

Christina Drewry
Precinct 1 Commissioner

Neal Franklin
Smith County Judge

John Moore
Precinct 2 Commissioner

J Scott Herod
Precinct 3 Commissioner



Ralph Caraway Sr.
Precinct 4

SMITH COUNTY COMMUNITY HERO AWARD

Dispatcher Kimberly Smith

This award is presented for your heroic and life-saving actions on September 7, 2025.
Your brave, courageous and selfless actions helped save a life.

Christina Drewry
Precinct 1 Commissioner

Neal Franklin
Smith County Judge

John Moore
Precinct 2 Commissioner

J Scott Herod
Precinct 3 Commissioner



Ralph Caraway Sr.
Precinct 4

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

Submission Date: 9/8/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Annual Tax Abatement Review	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive annual review of all Smith County Tax Abatements from the Tyler Economic Development Council.	
Background: Annual Tax Abatement Review - We will review the status of the ongoing tax abatement projects and discuss the associated impacts on job creation and investment within Smith County. On July 9, the Smith County Tax Abatement Committee met to review the status of seven ongoing Smith County-initiated projects as of December 31, 2024. The committee found that these expansion projects have created 3,654 new jobs and retained 975 jobs. Additionally, these companies have invested approximately \$423 million in new plant and equipment in Smith County.	
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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SUBMIT

Office Use Only
Agenda Item # _____

September 8, 2025

Smith County Commissioners Court
Smith County Courthouse Annex
200 E. Ferguson, Suite 100
Tyler, TX 75702

RE: Agenda Items for September 23, 2025 Meeting

****Enclosure****

Dear Smith County Commissioners Court,

I am writing to formally submit items for consideration on the agenda for the upcoming meeting scheduled for **Tuesday, September 23, 2025**.

I. Consideration of Tax Abatement Agreement Termination - We will address the potential termination of the tax abatement agreement with Industrial Wood Technologies due to non-compliance with the terms of our agreement.

II. Annual Tax Abatement Review - We will review the status of the ongoing tax abatement projects and discuss the associated impacts on job creation and investment within Smith County.

Please see the attached memorandum for a detailed overview of the annual tax abatement review.

Thank you for your attention to these important matters. I look forward to our meeting.

Sincerely,



Scott Martinez, CEcD

President & CEO

/ah

MEMORANDUM

DATE: September 8, 2025

TO: Smith County Commissioners Court

FROM: Scott Martinez, President & CEO

RE: **Agenda Items for September 23, 2025 Meeting**

SUBJECT: 1. Annual Tax Abatement Review

2. Consider Tax Abatement Agreement Termination Due to Non-Compliance –
Industrial Wood Technologies

ANNUAL TAX ABATEMENT REVIEW

On July 9, the Smith County Tax Abatement Committee met to review the status of seven ongoing Smith County-initiated projects as of December 31, 2024. The committee found that these expansion projects have created 3,654 new jobs and retained 975 jobs. Additionally, these companies have invested approximately \$423 million in new plant and equipment in Smith County.

Property taxes have been paid on time by four of the five County-initiated projects that were reviewed.

Averitt Express
Sanderson Farms (hatchery)
Sanderson Farms (plant)
Tyler Pipe

Each company receiving an abatement agrees to on-site visits and annual status reports as part of the compliance monitoring procedures required by the tax abatement policy adopted by the Smith County Commissioners Court.

Smith County is participating in two additional projects that were initiated by the City of Tyler. The City's oversight committee conducted a similar review of:

Hood Packaging
Trane Technologies

Property taxes have been kept current by these projects.



Abatement Summary

Company	Agrmt Date	Years/ Terms	Investment (000's)		Job Base	New Jobs			Jobs Created	Abatement Recommend
			Approved	Actual		By	Req'd	Actual		
Averitt	23-Feb	2-80% 2-60% 1-40%	10,000	19,979	20	24-Dec	28	28	8	80%
Hood Pkg	22-Apr	4-80%	17,500	20,211	137	24-Dec	147	155	18	80%
Industrial Wood	22-May	4-80%	7,400	7,609	50	24-Dec	80	63	13	63%
*Sanderson Farms Hatchery	17-Apr	7-80% 3-50%	18,000	21,855	0	24-Dec	106	103	103	49% City of Lindale 78% Smith County
*Sanderson Farms Plant	17-Apr	7-80% 3-50%	130,000	169,313	0	24-Dec	1,200	1,657	1657	80%
Trane	21-Jul	3-100% 2-80% 2-60% 2-40% 1-20%	77,000	111,399	400	24-Dec	400	2130	1730	100%
Tyler Pipe	21-Jul	5-80%	36,000	72,236	368	24-Dec	380	493	125	80%
Totals			259,900	422,602	975		2,341	4,629	3,654	

Six companies, representing six projects, are in compliance with all terms, while one is not. The Committees recommended tax abatements for each company, as shown in the chart above, and in accordance with the terms of the tax abatement agreements, except for one company that did not meet the terms of its agreement.

REVIEW OF AVERITT TRUCKING AGREEMENT

Averitt Trucking began operations over 50 years ago as a small trucking company hauling dry goods between Nashville, Tennessee, and Livingston, Tennessee. Today, Averitt is one of the nation's leading freight transportation providers, handling shipments around the globe. Averitt's headquarters is located in Cookeville, Tennessee.

The company is seeking to identify an additional location along the eastern Texas/Louisiana corridor and are analyzing its existing real estate and employment footprint in several locations to determine where future growth and investment should be made long-term. Currently, Averitt has service centers/distribution centers located in Tyler, Austin, Dallas, Waco, Shreveport, Beaumont, and Little Rock, Arkansas.

Averitt currently employs 20 workers at its facility in northern Smith County and plans to expand its operations to a 20,000-sf new facility and regional office with estimated capital investment of \$10 million dollars in building and equipment. The project is expected to create 25 new jobs over the next three years with an average salary of \$71,000, with benefits. With an expected increase of 5% per year, the average salary of these jobs would be approximately \$86,000. The project is estimated to be completed by the 1st quarter of 2024.

As of December 31, 2024, Averitt Trucking has invested \$19,978,538 and created 8 new jobs.

REVIEW OF HOOD PACKAGING AGREEMENT

Hood Flexible Packaging is a leading manufacturer and supplier of plastic film and bags, woven polypropylene bags, coated and laminated materials and paper packaging. The facility is located at 2410 N. Lyndon Avenue, adjacent to the former Carrier facility in northeast Tyler. Hood is privately owned with headquarters in Hattiesburg, Mississippi. Hood has over 150 years of bag making experience with 23 manufacturing facilities in 16 states across North America.

Hood Flexible Packaging purchased Bonar Packaging, Inc. in 2000. Since then, \$51 million has been invested in major capital projects in Tyler. Employment increased from 78 in 2012 to an average

employment of 145 in 2021. The average salary is \$41,600. After an annual 2% increase, average salary for these new positions is expected to reach \$45,000 in five years.

Hood is planning a major expansion for the Tyler plant retrofitting the warehouse and adding a new press and other production equipment. Part of the equipment purchase will allow the plant to recycle more of its waste providing a positive impact on the environment. The projected investment for the expansion is \$17 million with the creation of 15 new jobs. The net economic impact of this project over 10 years is estimated to be \$1.1MM.

On March 29, 2022 the City of Tyler Reinvestment Zone Committee recommended a four-year, 80% tax abatement for capital investment of \$17 million and the creation of 15 new full-time jobs.

As of December 31, 2024, Hood has expanded its employment base by 18 new jobs, bringing the total to 155, and invested \$20 million in plant and equipment.

REVIEW OF SANDERSON FARMS AGREEMENT

Founded in 1947 in Laurel, Mississippi, Sanderson Farms is one of the country's leading food companies, with annual sales exceeding \$2.8 billion and a weekly processing capacity of 10.625 million chickens. On July 22, 2022, Wayne Farms merged with Sanderson Farms to create Wayne-Sanderson Farms.

Sanderson currently operates three facilities in Texas, located in Bryan, Palestine, and Waco. As part of its Texas IV project, the company constructed a 210,000 sq. ft. processing plant on approximately 200 acres in Tyler/Smith County on FM 2015, north of I-20. The project is expected to create an investment of \$130 million and create over 1,400 hourly jobs and 90 salaried jobs. Estimated payroll for the facility is \$36.3 million. The plant will be capable of processing 1.25 million chickens per week. The site will house a live haul shed, wastewater treatment facility, and related equipment, a truck shop, and a parking area.

Sanderson also constructed a 65,000 square foot administration, hatchery, and live haul site on 16+ acres in the Lindale Industrial Park. The hatchery building houses 52 hatchers and incubators capable of processing, incubating, and hatching approximately 1.5 million eggs and 1.3 million chicks per week. The project is expected to result in an investment of \$18 million and the creation of 106 jobs. The estimated annual payroll for the facility is \$4.1 million.

In March 2017, Sanderson Farms was approved for a 10-year, tiered abatement for the Processing Plant and Hatchery.

Wayne-Sanderson has surpassed its initial capital investment for both sites and met job goals for the plant as of December 31, 2024. Sanderson has retained 103 (106 required – lost three jobs due to

attrition) new jobs and invested \$21 million in the Hatchery, along with 1,657 new jobs and a \$169 million investment at the Processing Plant.

REVIEW OF TRANE AGREEMENT

Trane Technologies was incorporated in 1913 and is based in Davidson, NC. The company manufactures and markets heating and air ventilation equipment. Trane's Tyler facility, which opened in 1956 as an air conditioning plant, has since grown to become one of Tyler's largest businesses and strongest community supporters. The Tyler facility is one of the single largest Trane facilities in the world. The organization is focused on being a market leader providing innovative products that center on safety, comfort and efficiency for its customers – from a mobile app that enables remote control of home thermostat and security systems to exceptional LEED design technologies.

Trane is committed to retaining the 400 existing jobs that were housed in building “9,” which collapsed during the winter storm in 2021. Trane has invested \$76 million to construct a new building and assembly lines at the Tyler facility as a result of the building 9 collapse. In addition to rebuilding 4 assembly lines, this investment will create 3 additional assembly lines. The investment will allow for improved internal and external material flow as well as improved labor productivity.

Trane is the largest manufacturing employer in Tyler/Smith County and continues to maintain a strong relationship with the Tyler business community and has partnered with local government on previous projects.

On September 28, 2021, the Tyler City Council unanimously approved a 10-year, tiered tax abatement agreement (3 years/100%; 2 years/80%; 2 years/60%; 2 years/40%; 1 year/20%) for a construction and improvements project.

As of December 31, 2024, Trane has maintained its employment base of 400 for the new building, invested \$118 million, and added 1730 new jobs throughout this project, resulting in a total of 2,130 office and plant employees.

REVIEW OF TYLER PIPE AGREEMENT

McWane Enterprises (“McWane”) is a large manufacturing company headquartered in Birmingham, Alabama, with over 25 facilities through the North America and the world. McWane manufactures many products, including ductile iron pipes, valves, and fittings, which are made from durable,

recyclable materials and move potable water cleanly and safely to homes and communities across North America. McWane also manufactures other products such as steel pressure vessels, fire hydrants, fire extinguishers, and fire suppression systems; and, builds network switches and monitoring equipment.

McWane also operates a large manufacturing facility in Tyler, Smith County, Texas under the trade name Tyler Pipe (“Tyler Pipe” or the “Company”). Tyler Pipe designs and develops cast iron soil pipes and pipe fittings for distribution throughout the United States and many foreign countries. The company manufactures backwater valves, cleanouts, closet carriers, fixture carriers, floor drains, floor sinks, hydrants, interceptors, roof drains, stainless steel, trap primers, trench drains, and water hammer arrestors. It also provides couplings, hub and spigot gaskets, and SV hub and spigot cast iron soil pipes and fittings. Tyler Pipe was founded in 1935 and was formerly known as Tyler Pipe Industries. Tyler Pipe operated as a privately owned company until 1995, when it was acquired by McWane, Inc.

McWane’s planned investment of approximately \$36 million into its Smith County facility will allow the Company to continue to enhance its existing manufacturing capabilities and to provide a stable employer for the citizens of Tyler/Smith County, Texas. The investment will include, but will not be limited to, the replacement and enhancement of equipment throughout the facility.

Tyler Pipe has maintained a consistent level of employment compared to other companies in its industry, which is partly due to the company’s commitment to creating an environment focused on its employees. Even during the recent economic downturn, Tyler Pipe has remained committed to maintaining its current workforce without any layoffs.

As of December 31, 2024, Tyler Pipe has invested \$72 million and created 125 new jobs.

One company, representing one project, did not meet its employment goals:

REVIEW OF INDUSTRIAL WOOD TECHNOLOGY AGREEMENT

Founded in 2014, Industrial Wood Technology is headquartered in northern Smith County and operates a full-service lumber treating plant with a focus on developing high-quality lumber products. The company produces an innovative decking material, Blackwood Lumber.

Blackwood Lumber is created from the highest quality lumber and is a safer, stronger, more durable option for decking, trailers, and boat docks. The lumber is strengthened using a fusion process with industrial grade rubber like that used at gun ranges to absorb bullets. The company’s current operations are not included in this tax abatement request.

IWT plans to expand its operations to a new facility and investment \$7 million in plant and equipment to produce thermally modified lumber. This new, chemical free process, which uses heat and pressure to remove carbohydrates, will produce stronger lumber, resistant to rot and decay resulting in a longer lifespan.

IWT has renovated the 270,000 square foot former Bloch Metals building located on Massey drive off 155 in Tyler. The project was expected to create 40 new jobs with an average salary up to \$41,000. IWT began with 50 workers with an average salary over \$55,000.

On March 28, 2022, the Smith County Tax Abatement Committee recommended a four-year 80% tax abatement for Industrial Wood for the creation of 40 new jobs and up to \$7.4 million in new investment.

As of December 31, 2024, IWT had invested \$7.6 million and created 13 new jobs, although it needed to reach an overall target of 80 jobs, 28 of which were lost. They did not meet the minimum job requirement. In addition to not meeting the job requirement, Industrial Wood Technology is delinquent on its taxes.

FISCAL/OPERATIONAL IMPACT

The actual amount of taxes abated depends on the timing of the investment, the Smith County Appraisal District's appraised value, annual depreciation, the number of jobs created and retained, and future tax rates. A projected total of \$259,600,000 in total property value could be abated:

Averitt Express	\$ 10,000,000
Hood Packaging	\$ 17,500,000
Sanderson Farms (Hatchery)	\$ 18,000,000
Sanderson Farms (Processing Plant)	\$130,000,000
Trane	\$ 76,700,000
Tyler Pipe	\$ <u>36,000,000</u>
Total	\$288,200,000

This could result in up to \$4.4 million (estimated) in Smith County taxes deferred over the life of the remaining abatements, based on the current tax rate of .330000, and depending on the appraised value.

The amount reported as abatable investment in these projects does not include other non-abatement capital investment, in-state inventory taxes, sales tax, or expenditures made to suppliers and vendors.

RECOMMENDATION

- The Smith County Tax Abatement Committee recommends terminating the Industrial Wood Technology tax abatement agreement due to non-compliance with job creation and tax requirements.
- The Smith County Tax Abatement Committee recommends accepting the annual review of Smith County tax abatements as presented and proceeding with extending all agreements except for one project.

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 9/11/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	Department: RB
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Road and Bridge Update	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive update from the Road and Bridge department.	
Background: Frank Davis from Road and Bridge will give a general update on the department and Road Bonds.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

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4

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 9/8/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Tax Abatement Termination	
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 termination of the Tax Abatement Agreement with Industrial Wood Technology and authorize the county judge to sign all related documentation.	
Background: Consideration of Tax Abatement Agreement Termination - Address the potential termination of the tax abatement agreement with Industrial Wood Technologies due to non-compliance with the terms of our agreement.	
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: J Bell	Email: jbell2@smith-county.com
Name: T Wilson	Email: twilson@smith-county.com
Name: Angie Hines	Email: ahines@tedc.org
Name: Scott Martinez	Email: smartinez@tedc.org

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Agenda Item # _____



August 11, 2025

Kyle R. Gillin
General Manager
Industrial Wood Technology
13221 8th St
Tyler, TX 75708

CC: Judge Neal Franklin, Smith County
David Hudson, Tyler Junior College
Johnny Brown, Smith County ESD #2
Eddie LeJeune, Jr., East Texas Municipal Utilities District

Re: Termination of the Tax Abatement Agreement among Smith County, Texas

Dear Mr. Gillin,

On behalf of Smith County, the Texas Economic Development Council (TEDC) is providing you with a notice of termination as required by Section 7 of the Tax Abatement Agreement between Smith County and Industrial Wood Technology. Industrial Wood Technology has been found to not meet the conditions outlined in the Agreement, and you have not responded to repeated communications aimed at resolving these issues. Additionally, Industrial Wood Technology is currently delinquent on its 2024 Smith County ad valorem property taxes and has failed to take the necessary steps to contest or protest those taxes. We believe these defaults cannot be remedied by a payment or due diligence within ninety (90) days. Given the failure to meet the necessary conditions for the continuation of the abatement, your previous non-responsiveness, and the delinquency on your property taxes, the Smith County Tax Abatement Committee has recommended the termination of this agreement. This recommendation will be presented to the Smith County Commissioners Court for approval.

Sincerely,

Scott Martinez, CEcD
President & CEO
/ah

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

Submission Date: 8/8/25	Submitted by: Jennafer Bell
Meeting Date: 9/23/25	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Amend FY25-29 CIP	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve amendments to the FY 2025 – 2029 Capital Improvement Plan including but not limited to Animal Control Facility, Technology Projects, and any other necessary projects.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
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 # _____

SMITH COUNTY, TEXAS

CAPITAL IMPROVEMENT PLAN

FY2026 – 2030



**SMITH COUNTY, TEXAS
CAPITAL IMPROVEMENT PROGRAM – FY2026 – 2030**

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**Office of the Smith County Judge
Smith County Annex Building
Tyler, TX 75702**

TO: Smith County Commissioners
FROM: Neal Franklin, County Judge
DATE: September 23, 2025
RE: Capital Improvement Program Update

In 2011, Smith County developed and implemented a Capital Improvement Program (CIP) and has continued to evaluate and update the five-year plan each year.

Enclosed you will find the CIP plan, which covers the time period of FY2026-2030. This plan, like the prior ones, is intended to establish guidelines and procedures for planning purposes as well as to identify projects, outline costs associated with the projects and formalize the process of adopting and planning for the short-term and long-term capital needs of Smith County during the FY2026-2030 time period.

It is a strategic management tool that supports the vision of the community and the mission of the county. Projects are categorized as Building/Land, Facility Improvements, and Technology. Capital Improvement Programs must be reviewed and updated to continue to be a valuable planning resource for the County. I'm pleased to submit the updated version of the CIP.

The CIP became a product of significant collaboration between the Capital Improvement Committee (CIC), the Smith County Commissioner Court, and the department leaders. All requests are reviewed on an annual basis prior to approval by the Commissioners Court.

The CIP is a working document that outlines Smith County's capital needs at the present time and for the future and provides a historical look at what has been accomplished. Future years are for planning purposes only. The CIP can also suggest methods of financing each project and present a cost benefit analysis and operating impact for the current and future years.

Projects included for consideration in the CIP generally have a cost greater than \$100,000 and a useful life of more than 5 years to be considered eligible for review through the CIP. All other

projects are generally considered as routine maintenance or replacement in the normal budget process. Categories of projects in this updated CIP include:

Land/Building – Projects in this category include the acquisition of land or buildings, or new construction of facilities.

Facility Improvements – Projects in this category include major renovation to existing facilities, expansion of current facilities, mechanical systems replacements, roof replacements, and parking lot expansions or improvements.

Technology – Projects include advancement in technology including enhancements, replacements, software or hardware upgrades, network or telephone systems or fiber optic construction.

Each project is detailed in a separate page and provides information about the project, costs, time frame, justification, and impact. You will notice that “Major County Road Projects” (i.e. Projects such as major road and bridge construction and reconstruction of right of way, and road upgrades.) are not included in this CIP. Any project that would otherwise be categorized as a Major County Road Project will be included as part of our separate Road and Bridge Strategic Plan.

The Capital Improvement Program for FY2026-2030 represents Smith County’s commitment to transparency, planning, and investing in our infrastructure. Careful consideration is given to projects that will provide the greatest benefit to the health and safety of our employees and constituents and offer growth and economic development in keeping up with the demand for services.

Thank you for your support in our efforts to provide both short-term and long-term maintenance of our capital infrastructure.



CAPITAL IMPROVEMENT PROGRAM POLICY

As Smith County looks to the future, we envision a county that has planned for growth and development and provides its citizens with quality services and programs. Smith County has committed to developing and maintaining a formal Capital Improvement Program (CIP) to identify the major capital needs for the next five years and will provide a plan for funding present and future projects. The CIP will provide plans for facility improvements, new construction projects, major road projects, major repairs, and capital replacement needs including technological enhancements.

The purpose of this policy is to establish Commissioners Court guidelines and requirements for the submission of an annual capital budget and the development of a five-year CIP that will be countywide in scope and administer the implementation framework for an adequate capital projects foundation to serve the citizens of Smith County. The CIP is designed to balance the need for public facilities and infrastructure with the fiscal capability of the county to meet those needs. The CIP serves as a general planning guide for the construction and provides a framework for careful development of reliable capital expenditure and revenue estimates.

A sound Capital Improvement Program should include the following:

- ✓ Prioritization of projects according to established goals
- ✓ Project costs estimates
- ✓ Project schedules
- ✓ Project financing source
- ✓ Cost/benefit analysis
- ✓ Fiscal impact
- ✓ A well-defined and consistent process

Capital project financing will be derived from various finding sources including, but not limited to, Pay As You Go (PAYGO), bonds, tax notes, federal and state grants, donations, and ad valorem tax allocations as determined by the Commissioners Court.

A CIP committee has been formed and charged with the responsibility of reviewing departmental requests and shall consider the feasibility of all proposed capital projects submitted. The committee will submit recommendations to the Commissioners Court in the form of an annual CIP. Once the CIP is approved by Commissioners Court, the committee will meet regularly to monitor the progress of the projects and recommend revisions as needed.

The committee is made up of:

- ✓ County Auditor
- ✓ Budget Officer
- ✓ Director of Facilities
- ✓ Director of Information Technology
- ✓ Director of Purchasing
- ✓ County Judge

The CIP committee will prepare an analysis of the requested projects and consider the following criteria in establishing priority for making decisions related to capital projects to be funded.

- ✓ Public health and safety
- ✓ Federal or state mandate
- ✓ Growth management
- ✓ Demand for services
- ✓ Reduction of operating costs or efficiency improvements
- ✓ Stimulate economic development or otherwise affect neighborhood improvement
- ✓ Consistency

Projects will then be categorized by as follows:

- ✓ Immediate - In progress or expected to start within one year
- ✓ Short-term - Expected to start with 2 years
- ✓ Long-term - Expected to start in 3-5 years
- ✓ Future Projects - Unscheduled but anticipated after 5 years
- ✓ Tabled - Reviewed but not anticipated within 5 years

The adopted Capital Improvement Program will become the guide with respect to funding during the county budget process. Projects for consideration through the CIP are generally greater than \$100,000 and have a useful life of more than 5 years. A project that does not meet the criteria will be considered for funding through the county's routine repairs and replacements in the county budget. The Commissioners Court will take the final action for approval of the CIP and approved projects will become part of the budget process. All subsequent year estimates are for planning purposes only.

Additions or deletions of projects in the CIP shall be by Commissioners Court resolution only.

For the purpose of definition, Smith County CIP includes the following:

Capital Project -a set of activities with related expenditures and schedules that include one or more of the following:

- a) Delivery of a distinct asset or improvement to an existing asset which will become the property of Smith County and be recorded as a capital asset according to GAAP in the financial records.
- b) Any capital improvement contribution by Smith County to another government or not-for-profit entity including those contributions that do not become assets of Smith County.
- c) Any engineering study or master plan that is necessary for the delivery of a capital project.
- d) Major repairs, renovations, or replacement of existing facilities.

Major Repair, Renovation, or Replacement Capital Project - a project that is primarily intended to preserve or enhance the operational condition of the existing facility and may increase the capacity of the facility. Facilities undergoing major repair and replacement may include existing buildings and roads for resurfacing purposes.

The **Capital Improvement Program** is the Commissioners Court approved financial plan of capital projects. The CIP will include new capital projects, major repair projects, renovation, or capital replacement projects. New projects include the acquisition of new capital facilities through either purchase, construction, or assets acquired through public-private partnerships.

Project Costs represent the purchase price or construction costs of a project, including other capitalizable costs incurred such as feasibility studies, cost-benefit analysis, site acquisition, legal and title costs, appraisal and surveying fees, architect and accounting fees, design and engineering services, initial fixtures and equipment, and any transportation charges necessary to place the completed asset in its intended location and condition for use.

All projects included for funding should include information on the potential impacts on maintenance, as well as any cost of operating the project. Such information will include any savings resulting from the project as well as any new costs. No capital project shall be funded unless operating impacts have been assessed and the necessary funds can be reasonably assumed to be available when needed.

Capital Project Evaluation Form

Project Title:			
Requesting Department:			
Request Submitted by:		Date Evaluated	

Safety		Circle One	
1	Does the project eliminate an immediate safety hazard for county employees or citizens?	Yes	No
2	Identify and describe the nature of the hazard:		
3	Is the project absolutely necessary for eliminating the hazard?	Yes	No
4	Do serious alternatives besides the project exist to correct the safety hazard?	Yes	No
5	If so, explain alternative:		
Mandate			
6	Is the project necessary because of a state or federal mandate?	Yes	No
7	If so, cite and describe the mandate:		
8	Can the mandate be carried out without the project?	Yes	No
9	If yes, what are the alternatives to fulfilling the mandate?		
Timing/Linkage to Other Projects			
10	When does the project need to be completed?		
11	Why does the project need to be completed in this time frame?		
12	Is this project related to a completed project or previously approved program or related to another priority project?	Yes	No
13	If yes, which project and how is this project related?		
14	When will the project be ready to start and what is the estimated time of completion?		
15	Has land or right of way acquisition taken place?	Yes	No
16	Has design work taken place?	Yes	No
17	Are regulatory approvals needed?	Yes	No
18	Is the time frame critical to a special circumstance? If yes, describe:	Yes	No
Economic Impact			
19	Does the project contribute to economic development or otherwise improve neighborhood conditions?	Yes	No
20	Will the project create new jobs?	Yes	No
Efficiencies			
21	Will the project save the county future operating costs?	Yes	No
22	If yes, how?		
23	Amount of projected savings on an annual basis:	\$	
24	Compare project costs with operating savings; will the project eventually pay for itself?	Yes	No
25	If yes, how long will it take?		
26	Will the project save the county future capital costs?	Yes	No
27	If yes, how?		
28	Amount of projected capital savings:	\$	
Service Levels			
29	Is the project necessary to maintain current service levels?	Yes	No
30	If yes, why?		
31	What are the immediate consequences of rejecting the project?		
32	What are the long-term consequences of rejecting the project?		
33	Does the project improve the quality of service provided?	Yes	No
34	Which of the following services does the project improve? (Check all that apply)	Public Safety	
		Public Health	
		Quality of Life	
		Internal Services	
		Other (Specify)	
35	Describe how the project will improve the service:		
Access			
36	Does the project improve access to county services and information?	Yes	No
37	Who will benefit most from the improved access?		
38	Describe how they will benefit:		
Operating Budget Impact			
39	Additional operating revenue generated on an annual basis	\$	-
40	Source of the revenue:		
41	Additional operating expense on an annual basis	\$	-
42	Increase (decrease) to operating budget - subtract 41 from 39	\$	-
Consistency & Support			
43	Does the project conform with the Master Plan?	Yes	No
44	If yes, in what area?		
45	Degree of community support: Rank 1-5 with 5 being highest level of support.		
Financing			
46	Estimated Project Cost?	\$	-
47	Are funds available for the project? If so, what source?	Yes	No

Capital Improvement Calendar*

March & April - Departments prepare CIP requests

May - June- Department meetings with Capital Improvement Committee (CIC)

September- CIC finalizes recommendations

October - November- Capital Improvement Program presented to Commissioners Court

December- Capital Improvement Program Approved

*- Dates are subject to change due to budgetary process

**Smith County
Commissioners Court Order**

THE ORDER:

Approval of the proposed Smith County Capital Improvement Program for FY2026-FY2030 as recommended by the Capital Improvement Committee.

Motion made by: _____

Seconded by: _____

(Circle One)

County Judge Neal Franklin:	Yes	No	Abstain	Absent
Commissioner Christina Drewry:	Yes	No	Abstain	Absent
Commissioner John Moore:	Yes	No	Abstain	Absent
Commissioner J. Scott Herod:	Yes	No	Abstain	Absent
Commissioner Ralph Caraway, Sr.:	Yes	No	Abstain	Absent

By Order of the Smith County Commissioners Court on _____

Presiding Officer

ATTEST:

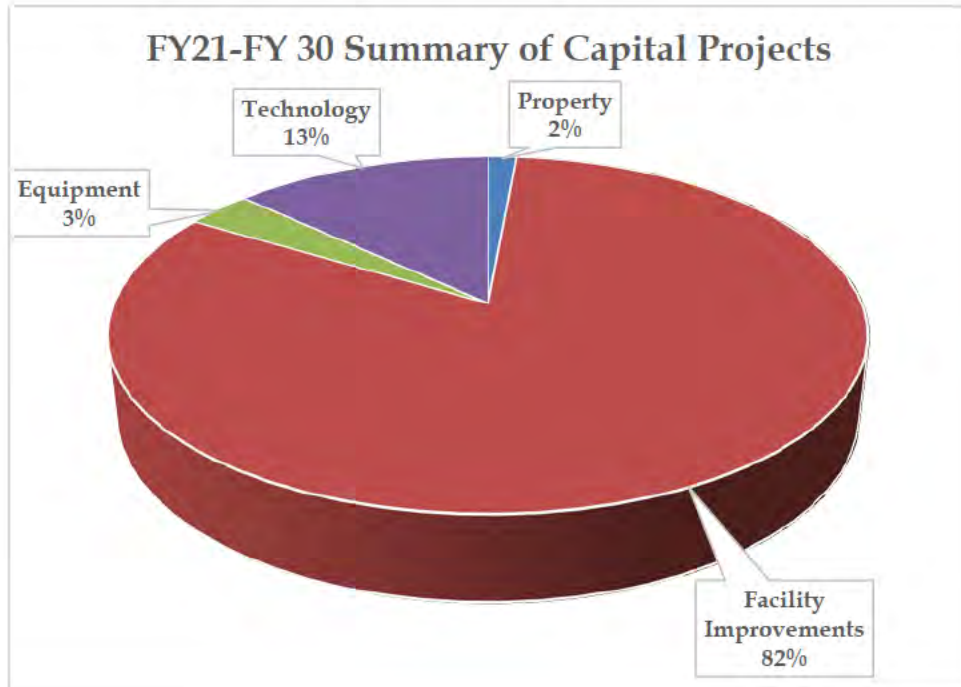
Karen Phillips, County Clerk

By: _____
Deputy County Clerk

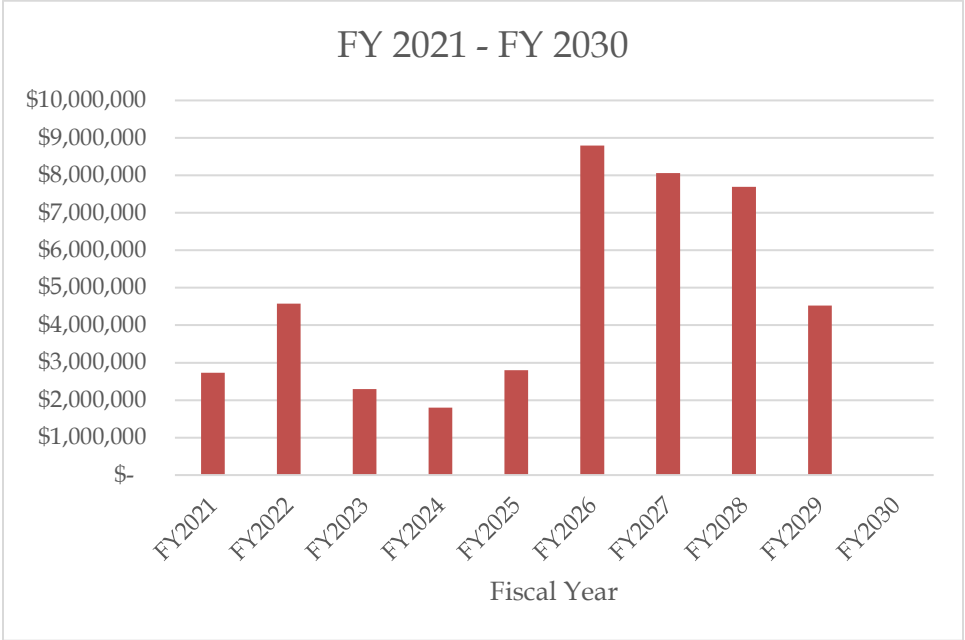
**Ten Year Summary Forecast of Capital Improvement Program
FY2021-FY2030**

Description	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Land/Building Acquisition										
EOC Building Purchase										
Gulf States Building										
Real Estate Acquisition	\$ 603,931									
Subtotal - Land/Building Acquisition	\$ 603,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building /Other Improvements										
Cottonbelt Renovations	\$ 55,109		\$ 390,000							
Chiller Replacement-Cottonbelt										
Courthouse - 6th Floor Renovation										
Courthouse Renovations	\$ 23,186		\$ 40,000							
Animal Control Facility							\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	
Adult Probation Building									\$ 3,000,000	
Annex Projects			\$ 75,000				\$ 1,000,000			
Parking Lots	\$ 30,460	\$ 40,000			\$ 35,000	\$ 150,000	\$ 30,000	\$ 450,000	\$ 25,000	
Gulf States Building Renovation		\$ 110,000	\$ 225,000							
Roof Replacements		\$ 200,000	\$ 750,000	\$ 550,000	\$ 700,000	\$ 1,110,000	\$ 1,030,000	\$ 240,000		
Conceptual Designs	\$ 262,168	\$ 554,790	\$ 100,000		\$ 200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
Constable #1 Office										
The Hub Building										
Jail Improvements	\$ 406,002		\$ 500,000	\$ 1,250,000	\$ 1,565,525	\$ 1,000,000				
Line St. Building										
Road & Bridge Facility		\$ 3,223,400	\$ 217,500							
Office Renovations	\$ 78,335									
Miscellaneous Improvements										
Camp Ford										
Fire Station Renovations	\$ 20,783									
Evidence Building	\$ 135,097	\$ 129,256								
Plaza Fountain Improvements										
Record Services Facility								\$ 3,000,000		
Facility Services Building						\$ 165,000	\$ 335,000			
Tax Office Building								\$ 5,000,000		
Combined Storage						\$ 1,000,000	\$ 1,800,000			
Subtotal - Building Improvements	\$ 1,011,140	\$ 4,257,446	\$ 2,297,500	\$ 1,800,000	\$ 2,500,525	\$ 3,525,000	\$ 6,295,000	\$ 10,790,000	\$ 4,625,000	\$ -
Technology Projects										
Judicial Software Acquisition										
New Courthouse Technology										
Electronic Storage for Records										
Dispatch Console Upgrade						\$ 1,000,000				
Technology Projects						\$ 1,157,000				
New Financial Software System						\$ 2,000,000	\$ 1,000,000			
Subtotal - Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,157,000	\$ 1,000,000	\$ -	\$ -	\$ -
Equipment Purchases										
Chiller Replacement/Cooling Towers	\$ 718,620									
Election Voting Equipment		\$ 150,000								
R&B Fuel Tanks										
RTU Replacements										
Variable Air Vaulves (VAV)										
Storage Barn @ Low Risk										
Mechanical/ Plumbing/Electrical										
Radios	\$ 398,107									
Juvenile Detention Control System		\$ 165,000								
Subtotal - Equipment	\$ 1,116,727	\$ 315,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Improvement Projects	\$ 2,731,798	\$ 4,572,446	\$ 2,297,500	\$ 1,800,000	\$ 2,500,525	\$ 7,682,000	\$ 7,295,000	\$ 10,790,000	\$ 4,625,000	\$ -

Smith County
Capital Improvement Plan - By Category
Ten Year Summary



Smith County
Capital Improvement Plan – By Schedule





LAND - BUILDINGS - BUILDING IMPROVEMENT PROJECTS

Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: n/a Project Code
 Project Title: **Parking Lot Improvements** Priority #:
 Category: Other Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 1,167,203	\$ 512,203	\$ 150,000	\$ 30,000	\$ 450,000	\$ 25,000	\$ -

Description and Scope of Project

Sealing and / or striping of county parking lots.

Purpose of Project

To upgrade county parking lots.

History and Current Status

Some parking areas are in need of sealing and / or striping while others need resurfacing.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE 2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Seal and/ or Stripe	\$ 35,000	\$ 25,000	\$ 30,000	\$ -	\$ 25,000	
Overlay and Stripe (Juv)				\$ 450,000		
Parking Lots	447,203					
JP#2 Parking & Drainage		\$ 125,000				
Total Costs	\$ 482,203	\$ 150,000	\$ 30,000	\$ 450,000	\$ 25,000	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ 150,000	\$ 30,000	\$ 450,000	\$ 25,000	\$ -
Total Operating Budget Costs:	\$ 482,203	\$ 150,000	\$ 30,000	\$ 450,000	\$ 25,000	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Other Improvements	
Suggested Method of Financing		
Funding Source	Amount	
Fund Balance - FY:		
Budget Process: Fund 45		
Limited Tax Notes: FY		
Bonds: C/O - FY		
Bonds: G/O - FY		
Capital Lease - Fund	\$ -	
Donations	\$ -	
Funding Requirements	\$ -	

Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: n/a Project Code
 Project Title: **Roof Replacements** Priority #:
 Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 4,246,720	\$ 1,866,720	\$ 1,110,000	\$ 1,030,000	\$ 240,000		

Roof replacements or major roof repairs to county buildings.

Purpose of Project

To keep Smith County facilities in good condition by replacing and / or repairing roofs that are nearing the end of their life cycle.

History and Current Status

Roofs will be prioritized based upon the county-wide roof study.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Replacements / Repairs	\$ 866,720					
Central Jail Replacement	1,000,000					
North Jail Replacement		\$ 1,100,000				
Juvenile Services Replacement			\$ 1,000,000			
Cottonbelt Recoating South Courtyard			\$ 30,000			
EOC Roof Replacement				\$ 240,000		
Total Costs	\$ 1,866,720	\$ 1,100,000	\$ 1,030,000	\$ 240,000	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment		\$ 1,100,000	\$ 1,030,000	\$ 240,000		\$ -
Total Operating Budget Costs:	\$ 1,866,720	\$ 1,100,000	\$ 1,030,000	\$ 240,000	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvements	
Suggested Method of Financing		
Funding Source		Amount
Fund Balance - FY:		
Budget Process: Fund 45		
Limited Tax Notes: FY		
Bonds: C/O - FY		
Bonds: G/O - FY		
Capital Lease - Fund		\$ -
Donations		\$ -
Funding Requirements		\$ -



Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: Jail Project Code
 Project Title: **Jail Improvements** Priority #:
 Category: Buildings & Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 7,488,633	\$ 6,488,633	\$ 1,000,000				

Description and Scope of Project

Completion of outer slide doors at the Central Jail and estimated cost of new lighting control system at the Central Jail.

Purpose of Project

To complete the changing of the outer slide doors at the Central Jail. The existing lighting control system at the Central Jail on the 2nd and 3rd floors is becoming obsolete and in need of replacement in the future.

History and Current Status

The outer slide jail door project is continued from FY 2024. The lighting control system is an estimated cost at this time.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Jail Improvements	\$ 5,923,108					
Outer Slide Door Project	565,525					
Lighting Project at Central Jail		\$ 1,000,000				
Total Costs	\$ 6,488,633	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment		\$ 1,000,000		\$ -	\$ -	\$ -
Total Operating Budget Costs:	\$ 6,488,633	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Buildings & Improvements
Suggested Method of Financing	
Funding Source	Amount
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -



Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: n/a Project Code
 Project Title: **Combined Storage** Priority #:
 Category: **Building Improvements**

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 2,800,000		\$ 1,000,000	\$ 1,800,000			

Description and Scope of Project

Estimated cost for the construction or renovation for additional storage space for multiple departments.

Purpose of Project

To provide additional storage for multiple departments currently using storage space at the Gulf States Facility and Cotton Belt Building.

History and Current Status

The Gulf States Facility is being renovated to accommodate the Facility Services Department. Other departments utilize this facility and the Cotton Belt building for storage and are in need of a dedicated storage to replace the existing storage areas.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Combined Storage		\$ 1,000,000	\$ 1,800,000			
Total Costs	\$ -	\$ 1,000,000	\$ 1,800,000	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Expense	\$ -	\$ 1,000,000	\$ 1,800,000	\$ -	\$ -	\$ -
Total Operating Budget Costs:	\$ -	\$ 1,000,000	\$ 1,800,000	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category: Building Improvements	
Suggested Method of Financing	
Funding Source Amount	
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -

Smith County, Texas

Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: New Construction Project Code
 Project Title: **Records Services Building** Priority #:
 Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 3,000,000			\$ -	\$ 3,000,000		

Description and Scope of Project

Estimated cost to construct or renovate a new location for the Records Services Department.

Purpose of Project

To provide Smith County Records Services Department with a location that is closer to the downtown campus.


History and Current Status

The current Records Services Department is located in the basement of the Cotton Belt Building. The department is growing to meet the needs of records storage and a larger dedicated facility is needed.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Construction / Renovation				\$ 3,000,000		
Total Costs	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -
Total Operating Budget Costs:	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvements					
Suggested Method of Financing						
Funding Source	Amount					
Fund Balance - FY:						
Budget Process: Fund 45						
Limited Tax Notes: FY						
Bonds: C/O - FY						
Bonds: G/O - FY						
Capital Lease - Fund	\$ -					
Donations	\$ -					
Funding Requirements	\$ -					

Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: Facility Services Building Project Code
 Project Title: **Facility Services Building Renovation** Priority #:
 Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 572,087	\$ 72,087	\$ 165,000	\$ 335,000			

Description and Scope of Project

Estimated cost to renovate the Facility Services Building for additional office / storage space.

Purpose of Project

To utilize the Facility Services Building for additional office and / or storage space once the Gulf States Facility is renovated.

History and Current Status

The Facility Services Department will be utilizing the Gulf States Facility once renovated. The current building will provide additional office and / or storage space to meet the needs of the County.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Renovations	\$ 72,087	\$ 165,000	\$ 335,000			
Total Costs	\$ 72,087	\$ 165,000	\$ 335,000	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment		\$ 165,000	\$ 335,000		\$ -	\$ -
Total Operating Budget Costs:	\$ 72,087	\$ 165,000	\$ 335,000	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvements
Suggested Method of Financing	
Funding Source	Amount
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -



Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030

Building: Annex

Project Code

Project Title: **Annex Renovations**

Priority #:

Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 1,335,326	\$ 335,326		\$ 1,000,000			

Description and Scope of Project

Estimated cost for the renovation of the 1st, 2nd, 3rd and 5th floor of the Annex.

Purpose of Project

The 1st, 2nd, 3rd and 5th floor of the Annex will be vacated after the completion of the new courthouse. The 1st, 3rd, and 5th floors will need to be renovated for the use of other county offices. The 2nd floor of the Annex will be renovated for the Information Technology Department to expand.

History and Current Status

All courts and related offices will be relocated to the new Courthouse, including the County Clerk, the 321st District Court and associated offices. The Information Technology Department will occupy the entire 2nd floor of the Annex. These floors can be renovated to accommodate future growth.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Renovations	\$ 335,326		\$ 1,000,000			
Total Costs	\$ 335,326	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment		\$ -	\$ 1,000,000		\$ -	\$ -
Total Operating Budget Costs:	\$ 335,326	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvements
Suggested Method of Financing	
Funding Source	Amount
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -



Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: New Construction Project Code
 Project Title: **Animal Shelter / Animal Control** Priority #:
 Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 5,500,000			\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	

Description and Scope of Project

Estimated cost for the Animal Shelter / Animal Control facility.

Purpose of Project

To provide Smith County Animal Control and Animal Shelter with a suitable building for the health and welfare of the animals being held in the shelter and citizens wishing to adopt from the shelter.

History and Current Status

Current Shelter is located at 322 E. Ferguson within an approximately 12,070 square feet building that was constructed in 1928.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Construction			\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	
Total Costs	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -		\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	\$ -
Total Operating Budget Costs:	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 1,500,000	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvements
Suggested Method of Financing	
Funding Source	Amount
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -



Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: n/a Project Code
 Project Title: **Tax Office Relocation** Priority #:
 Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 5,000,000				\$ 5,000,000		

Description and Scope of Project

Estimated cost to relocate the existing Tax Office from the Cotton Belt Building.

Purpose of Project

To provide a location, with potential property acquisition and construction or renovation, for the Smith County Tax Office outside of the Cotton Belt Building.

History and Current Status

Relocating will allow for additional office space.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Construction / Renovation				\$ 5,000,000		
Total Costs	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -	\$ -	\$ 5,000,000		\$ -
Total Operating Budget Costs:	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvement
Suggested Method of Financing	
Funding Source	Amount
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -



Smith County, Texas
Capital Improvement Program FY2026-2030

From FY: 2026 To FY: 2030 Building: Adult Probation Project Code
 Project Title: **Adult Probation Expansion / Renovation** Priority #:
 Category: Building Improvements

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 4,825,732	\$ 1,825,732				\$ 3,000,000	

Description and Scope of Project

Estimated cost for the expansion / renovation of the Adult Probation Office.

Purpose of Project

Smith County Adult Probation Office cannot increase office space for additional personnel.

History and Current Status

The existing building is in need of additional square footage to allow for additional office space.

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE: 2030
Renovations	\$ 1,825,732				\$ 3,000,000	
Total Costs	\$ 1,825,732	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -			\$ 3,000,000	
Total Operating Budget Costs:	\$ 1,825,732	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Building Improvements
-----------	-----------------------

Suggested Method of Financing

Funding Source	Amount
Fund Balance - FY:	
Budget Process: Fund 45	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease - Fund	\$ -
Donations	\$ -
Funding Requirements	\$ -





TECHNOLOGY PROJECTS

Smith County, Texas
Capital Improvement Program FY2026 - 2030

From FY: 2026 To FY: 2030 Building: Technology Project Code
 Project Title: **Dispatch Console Upgrade** Priority #:
 Category: Technology

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 1,000,000			\$ 1,000,000			

Description and Scope of Project

To meet the meet the demands of changing technology for the county-wide dispatch system.

Purpose of Project


The current dispatch console system needs to be upgraded.

History and Current Status

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE2030
Console Upgrade			\$ 1,000,000			
Total Costs	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -	\$ 1,000,000		\$ -	\$ -
Total Operating Budget Costs:	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Technology		
Suggested Method of Financing			
Funding Source	Amount		
PAYGO			
Budget Process: Fund 10			
Limited Tax Notes: FY			
Bonds: C/O - FY			
Bonds: G/O - FY			
Capital Lease Payments- Fund 10	\$	-	
Donations	\$	-	
Funding Requirements	\$	-	

Smith County, Texas
Capital Improvement Program FY2026 - 2030

From FY: 2026 To FY: 2030 Technology n/a Project Code
 Project Title: Technology Enhancement and Replacement Projects Priority #:
 Category: Technology

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 1,157,000		\$ 1,157,000				

Description and Scope of Project

To meet the demands of changing technology for county-wide systems.

Purpose of Project


The current systems need to be enhanced or replaced due to technology needs. Below listed below are those systems as provided by the IT Department.

History and Current Status

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE2030
Server for Emergency Op Center Project		\$ 175,000				
Network Switch Enhancement / Replacement Project		\$ 143,000				
AP Points Replacemnet Project		\$ 110,000				
Peripheral Replacements		\$ 515,000				
Motorola WatchGuard/Cradle Points Replacement		\$ 214,000				
Total Costs	\$ -	\$ 1,157,000	\$ -	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ 1,157,000			\$ -	\$ -
Total Operating Budget Costs:	\$ -	\$ 1,157,000	\$ -	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category: Technology						
Suggested Method of Financing						
Funding Source						
Amount						
PAYGO						
Budget Process: Fund 10						
Limited Tax Notes: FY						
Bonds: C/O - FY						
Bonds: G/O - FY						
Capital Lease Payments- Fund 10	\$ -					
Donations	\$ -					
Funding Requirements	\$ -					

Smith County, Texas

Capital Improvement Program FY2026 - 2030

From FY: 2026 To FY: 2030 Technology n/a Project Code
 Project Title: **New Financial Software System** Priority #:
 Category: Technology

Total Program Cost	Funding to Date	FYE: 2026	FYE: 2027	FYE: 2028	FYE: 2029	FYE: 2030
\$ 3,000,000		\$ 2,000,000	\$ 1,000,000			

Description and Scope of Project

To update the current financial system to meet the needs of the county.

Purpose of Project

The current financial software system is prohibitive to the the functionality need for financial transactions that occur within the County.

History and Current Status

Cost Breakdown and Operational Impact

Cost Breakdown	Prior Years	FYE2026	FYE2027	FYE2028	FYE2029	FYE2030
Financial Software System		\$ 2,000,000	\$ 1,000,000			
Total Costs	\$ -	\$ 2,000,000	\$ 1,000,000	\$ -	\$ -	\$ -
Operating Budget Costs:						
Salary & Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ 2,000,000	\$ 1,000,000		\$ -	\$ -
Total Operating Budget Costs:	\$ -	\$ 2,000,000	\$ 1,000,000	\$ -	\$ -	\$ -

This Section to be Completed by Capital Improvement Committee Only

Category:	Technology
Suggested Method of Financing	
Funding Source	Amount
PAYGO	
Budget Process: Fund 10	
Limited Tax Notes: FY	
Bonds: C/O - FY	
Bonds: G/O - FY	
Capital Lease Payments- Fund 10	\$ -
Donations	\$ -
Funding Requirements	\$ -



6

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 9/11/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: NETRMA BOD Reappoint	
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 reappoint Matthew Watts as a Smith County representative to serve on the North East Texas Regional Mobility Authority (NET RMA) Board of Directors, to serve a two-year term beginning February 2, 2025.	
Background: Mr. Watts expressed he would be happy to serve another term on the NET RMA BOD.	
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: Daisy Nunez	Email: daisy.nunez@netrma.org
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 # _____



Gary Halbrooks
Chairman

Andrea Williams-
McCoy
Vice-chair

Board Members

Bowie County
Andrea Williams-
McCoy
Cory Floyd

Camp County
Vacant

Cass County
Matthew Nelson

Cherokee County
Ben Hamilton

Gregg County
Dan Droege
Dave Spurrier
Keith Honey

Harrison County
Mac Abney
Rush Harris

Kaufman County
Robert Messer

Panola County
Dr. John Ray

Rusk County
John Cloutier

Smith County
Marcia Daughtrey
Matthew Watts
Vacant

Titus County
Hudson Old

Upshur County
Larry Morse

Van Zandt County
Chet Clayton

Wood County
Jason Ray

September 11, 2025

The Honorable Neal Franklin
Smith County Judge
200 E. Ferguson Street, Suite 100
Tyler, TX 75702

Subject: NET RMA - Smith County Board Appointment

Dear Judge Franklin,

This letter is to inform you that the current term for Smith County's appointed representative, Matthew Watts, on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors has expired. In accordance with the NET RMA's Bylaws 'Directors of the Authority shall serve for two-year terms commencing on February 2 of the year of appointment and expiring on February 1 two years later.'

Per the By-Laws, Mr. Watts' term expired on February 1, 2025, and action is now required by the Smith County Commissioner's Court to either reappoint him or appoint a new representative to serve the current term from February 2, 2025, to February 1, 2027. Once the reappointment or new appointment has been made, please notify me as soon as possible so we may complete any required paperwork.

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

Sincerely,

Gary Halbrooks
Chairman, NET RMA

RESOLUTION

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Smith County, Texas hereby reappoints _____ to serve on Northeast Texas Regional Mobility Authority (NET RMA) for a two-year term beginning February 2, 2025 and ending February 1, 2027.

WITNESS OUR HANDS THIS 23rd day of September, 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

7

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

Submission Date: 9/15/2025	Submitted by: Rachel McCord
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Bond Renewal - Jaye Latch, Purchasing Director	
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 two-year bond renewal for Smith County Purchasing Director, Jaye Latch, effective October 1, 2025, and authorize the County Judge to sign related documentation.	
Background:	
Financial and Operational Impact: N/A	
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

Office Use Only
Agenda Item # _____

SF



PO Box 5077 Sioux Falls SD 57117-5077

September 08, 2025

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Jaye Latch
% Smith County
200 E Ferguson, Suite 414
Tyler, TX 75702

File # [REDACTED]

Jaye Latch

\$5,000.00

Company Code: 0601

Written By: WESTERN SURETY COMPANY

Purchasing Agent County of Smith

Enclosed is your renewal certificate. To continue your bond coverage and keep it in force, you must file this renewal document with the county of Smith.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. _____ briefly
described as PURCHASING AGENT COUNTY OF SMITH

for JAYE LATCH

_____, as Principal,
in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning
October 01, 2025, and ending October 01, 2027, subject to all
the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company
under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed
the total sum above written.

Dated this 8th day of September, 2025.

WESTERN SURETY COMPANY

By _____



Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

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 PURCHASING AGENT COUNTY OF SMITH

bond with bond number

for JAYE LATCH

as Principal in the penalty amount not to exceed: \$5,000.00

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 with the corporate seal affixed this 8th day of September, 2025.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

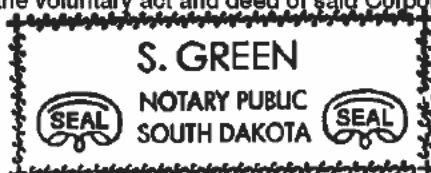
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 8th day of September, 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.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-605-336-0850**

Toll-free: **1-800-331-6053**

Email: uwservices@cnasurety.com

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al **1-605-336-0850**

Telefono gratuito: **1-800-331-6053**

Correo electronico: uwservices@cnasurety.com

Direccion postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: **1-800-252-3439**

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

8

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

Submission Date: 09/10/2025	Submitted by: Amanda Deck
Meeting Date: 09/22/2025	Department: Smith County Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Apply for Regional Solid Waste Grant	
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 approve the FY 2027 Regional Solid Waste Grant on behalf of the Smith County Sheriff's Office and authorize the County Judge to sign all related documents	
Background: The purpose of this grant is to solicit applications from agencies associated with ETCOG. Funding from this grant will be used for regional waste reduction efforts in East Texas. The grant prioritizes projects that will reduce illegal dumping.	
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: Amanda Deck	Email: adeck@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 # _____

RESOLUTION

Resolution of Smith County, Texas, authorizing the filing of a grant application with the East Texas Council of Governments for a regional solid waste grants program grant: authorizing Michael Johnson or Jacob Hart, Litter Abatement Officers, to act on behalf of Smith County in all matters related to the application; and pledging that if a grant is received Smith County will comply with the grant requirements of the East Texas Council of Governments, the Texas Commission On Environmental Quality and the State of Texas.

Whereas, the East Texas Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

Whereas, Smith County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

Now, therefore, be it resolved Smith County in 200 E. Ferguson, Tyler, Texas;

1. That Michael Johnson and Jacob Hart are authorized to request grant funding under the East Texas Council of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Smith County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, Smith County will comply with the grant requirements of the East Texas Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by Smith County Commissioners Court in Tyler, Texas, on this the 23rd day of September, 2025.

_____ Signature of Authorized Official	Notary: _____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Commission Expires

9

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

Submission Date: 9/15/2025	Submitted by: Kalisha Boyd
Meeting Date: 9/23/2025	Department: Auditor's Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Nationwide Retirement Plan	
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 changes to the Nationwide Retirement Plan documentation and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

10

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

Submission Date: 9/15/2025	Submitted by: Kalisha Boyd
Meeting Date: 9/23/2025	Department: Auditor's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Modify the County Pay Scale	
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 modify the county pay scale to correct the Interpreter Coordinator supplement amount and authorize the county judge to sign all related documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Kalisha Boyd	Email: KBoyd@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 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 # _____

Smith County Salary Plan - Adopted FY25
County Pay Scale
Effective 10/6/2024

			FY25 Adopted Salary Plan		
Position	Payroll Scale	Payroll Range	STEP 1	STEP 2	STEP 3
Elected Officials					
County Judge	CO	100	\$ 121,114		
Commissioner	CO	105	\$ 67,912		
County Clerk	CO	110	\$ 95,334		
District Clerk	CO	115	\$ 95,334		
Tax Assessor/Collector	CO	120	\$ 103,815		
Sheriff	CO	125	\$ 121,889		
Treasurer	CO	130	\$ 93,117		
Justice of the Peace	CO	135	\$ 84,249		
Constable	CO	140	\$ 82,032		
County Court at Law Judge (0-4 yrs)	CO	141	\$ 157,000		
County Court at Law Judge (4-8 yrs)	CO	142	\$ 171,000		
County Court at Law Judge (8+ yrs)	CO	143	\$ 185,000		
Managers: *					
Facilities Services Director	CO	225	\$ 96,322	\$ 101,639	\$ 107,106
Chief Technical Officer	CO	215	\$ 122,806	\$ 132,491	\$ 139,506
County Engineer	CO	251	\$ 112,683	\$ 125,289	\$ 136,224
Records Manager	CO	200	\$ 55,852	\$ 61,304	\$ 65,235
Veterans Services Officer	CO	205	\$ 74,819	\$ 80,799	\$ 85,755
Elections Administrator	CO	210	\$ 88,145	\$ 94,021	\$ 99,898
Law Librarian	CO	220	\$ 58,712	\$ 64,443	\$ 68,575
Chief Human Resources Officer	CO	230	\$ 99,898	\$ 108,124	\$ 116,351
Compliance Officer	CO	231	\$ 63,464	\$ 69,341	\$ 75,217
Director of Communications	CO	232	\$ 63,464	\$ 69,341	\$ 75,217
Pre-Trial Services/Criminal Justice Coordinator	CO	245	\$ 68,205	\$ 74,730	\$ 79,435
Purchasing Director	CO	240	\$ 96,959	\$ 105,774	\$ 114,588
Fleet Administrator	CO	241	\$ 79,787	\$ 88,379	\$ 98,199
Animal Control Supervisor	CO	242	\$ 52,510	\$ 57,371	\$ 61,331
Court Administration Officer	CO	246	\$ 86,100	\$ 90,405	\$ 94,925
County/District/Tax Office/JP/Records/Elections/General					
Chief Deputy - Tax Office	CO	300	\$ 71,131	\$ 74,688	\$ 78,422
Asst. Chief Deputy - Tax Office	CO	301	\$ 64,357	\$ 67,574	\$ 70,953
Chief Deputy - County/District Clerk	CO	305	\$ 66,799	\$ 70,139	\$ 73,646
Asst. Chief Deputy - County/District Clerk/Auto Registration	CO	310	\$ 56,464	\$ 59,287	\$ 62,252
Chief Deputy - JP (20+ yrs)	CO	315	\$ 52,163	\$ 54,771	\$ 57,509
Chief Deputy - JP (0-20 yrs)	CO	320	\$ 49,827	\$ 52,318	\$ 54,934
Supervisor - Tax/Auto Registration/Dealer	CO	321	\$ 48,462	\$ 50,885	\$ 53,430
Deputy Clerk III (10+ yrs)	CO	325	\$ 46,853	\$ 49,196	\$ 51,656
Deputy Clerk II (5-10 yrs)	CO	330	\$ 43,677	\$ 45,860	\$ 48,153
Deputy Clerk I (0-5 yrs.)	CO	335	\$ 37,815	\$ 39,706	\$ 41,691
County Budget Officer	CO	430	\$ 90,405	\$ 97,185	\$ 103,966
Emergency Management Coordinator	CO	431	\$ 81,795	\$ 86,100	\$ 90,405
Human Resources Coordinator	CO	432	\$ 60,475	\$ 63,499	\$ 66,674
HR Specialist I (0-5 yrs)	CO	433	\$ 47,011	\$ 52,887	\$ 58,763
HR Specialist II (5+ yrs)	CO	434	\$ 59,450	\$ 61,500	\$ 63,550
Chief Deputy Elections Administrator	CO	436	\$ 55,978	\$ 61,443	\$ 65,382
Accounting Supervisor	CO	438	\$ 59,645	\$ 61,434	\$ 63,277
Accountant/Bookkeeper I (10+ yrs)	CO	435	\$ 55,511	\$ 58,287	\$ 61,201
Accountant/Bookkeeper I (5-10 yrs)	CO	440	\$ 50,885	\$ 53,430	\$ 56,101
Accountant/Bookkeeper I (1-5 yrs)	CO	445	\$ 44,791	\$ 47,030	\$ 49,382
Accountant/Bookkeeper I (0-1 yrs)	CO	446	\$ 41,203	\$ 43,264	\$ 45,427
Courts (District, CCAL & Probate)					

Smith County Salary Plan - Adopted FY25
County Pay Scale
Effective 10/6/2024

			FY25 Adopted Salary Plan		
Position	Payroll Scale	Payroll Range	STEP 1	STEP 2	STEP 3
Court Reporter	CO	600	\$ 102,500	\$ -	\$ -
Interpreter	CO	601	\$ 64,640	\$ 70,516	\$ 76,392
Court Administrator III - (10+ yrs)	CO	606	\$ 68,872	\$ 72,316	\$ 75,932
Court Administrator II - (5-10 yrs)	CO	605	\$ 65,593	\$ 68,872	\$ 72,316
Court Administrator I - (0-5 yrs)	CO	610	\$ 58,762	\$ 61,700	\$ 64,785
Court Coordinator III - (10+ yrs)	CO	616	\$ 61,311	\$ 64,377	\$ 67,596
Court Coordinator II - (5-10 yrs)	CO	615	\$ 58,391	\$ 61,311	\$ 64,376
Court Coordinator I - (0-5 yrs)	CO	620	\$ 50,665	\$ 53,198	\$ 55,858
Veterans Advocate I (0-1 yr)	CO	630	\$ 43,521	\$ 45,697	\$ 47,873
Veterans Advocate II (1-5yrs with accreditation)	CO	631	\$ 45,768	\$ 48,056	\$ 50,344
Veterans Advocate III (5+ yrs with accreditation)	CO	632	\$ 48,028	\$ 50,429	\$ 52,830
Executive Assistant (0-5 yrs)	CO	700	\$ 57,906	\$ 60,801	\$ 63,841
Executive Assistant (5-10 yrs)	CO	725	\$ 63,841	\$ 67,033	\$ 70,385
Executive Assistant (10+ yrs)	CO	726	\$ 67,033	\$ 70,385	\$ 73,904
Public Information Officer	CO	703	\$ 55,720	\$ 58,807	\$ 61,982
Administrative Assistant (0-5 yrs)	CO	705	\$ 40,958	\$ 43,006	\$ 45,156
Administrative Assistant (5-10 yrs)	CO	706	\$ 45,155	\$ 47,413	\$ 49,784
Administrative Assistant (10+ yrs)	CO	707	\$ 47,413	\$ 49,784	\$ 52,273
Alarm Coordinator	CO	708	\$ 45,745	\$ 48,748	\$ 51,874
Secretary	CO	710	\$ 32,892	\$ 34,714	\$ 36,588
Receptionist	CO	715	\$ 30,347	\$ 32,028	\$ 33,757
Assistant Purchasing Director	CO	718	\$ 69,914	\$ 76,101	\$ 83,718
Assistant Treasurer	CO	719	\$ 58,159	\$ 63,727	\$ 68,058
Buyer I - Purchasing (0-5 yrs)	CO	720	\$ 46,440	\$ 49,488	\$ 52,661
Buyer II - Purchasing (5+ yrs)	CO	721	\$ 51,983	\$ 56,503	\$ 61,023
Buyer III/Senior Buyer - Purchasing	CO	722	\$ 55,533	\$ 60,362	\$ 66,820
Contract Specialist - Purchasing	CO	723	\$ 54,400	\$ 59,296	\$ 64,633
Construction Foreman	CO	999	\$ 66,402	\$ 70,080	\$ 73,949
Maintenance Foreman	CO	1000	\$ 59,569	\$ 63,479	\$ 67,550
Maintenance Skilled Trade Specialist	CO	1001	\$ 59,570	\$ 63,480	\$ 67,551
Maintenance Crewleader	CO	1002	\$ 52,611	\$ 56,064	\$ 59,659
Maintenance Mechanic	CO	1005	\$ 47,028	\$ 50,115	\$ 53,329
Groundskeeper	CO	1008	\$ 32,882	\$ 35,040	\$ 37,287
Custodial Supervisor	CO	1009	\$ 35,305	\$ 37,163	\$ 39,119
Custodian (0-1 year)	CO	1010	\$ 28,669	\$ 30,103	\$ 31,609
Custodian (1 - 5 yrs)	CO	1011	\$ 30,103	\$ 31,609	\$ 33,189
Custodian (5 -10 yrs)	CO	1012	\$ 31,609	\$ 33,189	\$ 34,849
Custodian (10+ yrs)	CO	1013	\$ 33,189	\$ 34,849	\$ 36,592
Animal Control Officer I	CO	150	\$ 39,667	\$ 40,696	\$ 42,311
Animal Control Officer II	CO	151	\$ 44,073	\$ 46,277	\$ 48,591
Animal Control Officer III (Basic)	CO	152	\$ 51,378	\$ 52,454	\$ 54,069
Animal Control Officer III (Int.)	CO	153	\$ 52,454	\$ 53,531	\$ 55,145
Animal Control Officer III (Advanced)	CO	154	\$ 54,069	\$ 55,145	\$ 56,759
Animal Control Officer III (Master)	CO	155	\$ 55,683	\$ 56,759	\$ 58,374
Animal Shelter Coordinator	CO	156	\$ 44,719	\$ 47,654	\$ 50,710
Kennel Tech	CO	157	\$ 31,980	\$ 33,579	\$ 35,258
Emergency Management Assistant	CO	158	\$ 30,012	\$ 31,370	\$ 32,749

Supplements: (Must be relevant to position & not required by law as prerequisite for position)

	<u>Monthly</u>
Licensed Chemical Dependency Counselor	\$ 400.00
Bilingual - English/Spanish	\$ 100.00

Smith County Salary Plan - Adopted FY25
County Pay Scale
Effective 10/6/2024

			FY25 Adopted Salary Plan		
Position	Payroll Scale	Payroll Range	STEP 1	STEP 2	STEP 3
MHMR	\$ 50.00				
Interpreter Coordinator	\$ 1,041.67	Modified 9/23/2025			
Commissioners Court Clerk	\$ 50.00				
Public Safety Coordinator	\$ 250.00				
Juvenile Board Clerk	\$ 291.67				
JP Training Officer	\$ 200.00				
Law Degree (JD)	\$ 500.00				
Certified Public Accountant (CPA)	\$ 500.00				
Certified Public Manager (CPM)	\$ 250.00				
Certified Public Procurement Officer (CPPO) **	\$ 200.00				
Certified Professional Public Buyer (CPPB) **	\$ 100.00				
Society of Human Resources - Certified Professional (SHRM-CP)	\$ 250.00				
Tax Office Substation (SB)	\$ 200.00				
Pretrial Director Law Enforcement Credentials (LE)	\$ 400.00				

** CPBB not paid with CPPO

Criteria

Step Levels

Step 1:

Basic skill level to perform the job

Step 2: - Any one of the following

Supervisory duties of 2-5 people - *Does not include department heads*

Associates degree

Lead Processor in assigned field (Payroll, A/P, Bookkeeping)

Job related certificates for additional training

Step 3: - Any one of the following

Supervisory duties of 6 or more people - *Does not include department heads*

Bachelors degree or higher

State or National License in related field

All positions revert to entry level when vacated for any reason. Mid level entry not allowed unless same payroll range was held in another department and there is no break in service.

For the purposes of pay increases and promotional considerations, Smith County only recognizes degrees earned from institutions accredited by, or equivalent to an institution accredited by an accrediting agency recognized by the U.S. Secretary of Education.

* Manager step movements are subject to the Commissioners Court approval & based on experience instead of the above criteria.

11

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 09/16/2025	Submitted by: T. Wilson
Meeting Date: 09/23/2025	Department: FCIC
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: FCIC & TDLR Biannual Interlocal Agreement	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an Interlocal Agreement between Smith County, Smith County Criminal District Attorney's Office, and Texas Department of Licensing and Regulation (TDLR) for the continued operation of the Financial Crimes Intelligence Center (FCIC), and authorize the County Judge to sign all necessary documentation	
Background: The ILA sets to operating budget for FY26 - FY27 for the FCIC. Because Funding is set on the State FY, the operating budget is tied to the Legislative budget calendar. This allows the State, County, and DA's Office to continue FCIC operations and funding for the next two FY, under the original terms of the agreement. This amendment merely amends to operating budget. TDLR Contract No. 26-BLC004	
Financial and Operational Impact: \$12,871,973.00 for FY26 \$12,570,086.00 for FY27 All funds are appropriated from the State and no direct County funds have been obligated for this program.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email: twilson@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 COOPERATION AGREEMENT
BETWEEN
THE TEXAS DEPARTMENT OF LICENSING AND REGULATION
AND
SMITH COUNTY, TEXAS
FOR THE OPERATION OF THE FINANCIAL CRIMES INTELLIGENCE CENTER**

This Interlocal Cooperation Agreement (“Agreement”) is effective on the date of last signature, by and between the Texas Department of Licensing and Regulation (hereinafter “Receiving Agency” or “department”) the party who will receive services under this Agreement, Smith County, Texas (“Smith County”), and the Smith County Criminal District Attorney, (hereinafter “Performing Party”) the party who will provide services under this Agreement (collectively the “Parties”).

WHEREAS, Receiving Agency has been mandated by the Texas Legislature to establish within the department a Financial Crimes Intelligence Center (referred to as “FCIC”) to serve as the state’s primary entity for the planning, coordination, and integration of governmental agencies that respond to criminal activity related to payment fraud and maximize the ability of governmental agencies to detect, prevent, and respond to those criminal activities, as defined by Tex. Gov’t Code § 426.001 (4-b), added by Senate Bill 1499 (SB 1499), 89th Legislature, Regular Session, (2025);

WHEREAS, Receiving Agency is authorized to enter into agreements with law enforcement agencies or other governmental agencies for the operation of the FCIC, pursuant to Tex. Gov’t Code, Chapter 771, and Tex. Gov’t Code, Chapter 426, as added by SB 1499;

WHEREAS, Smith County as a member of the Performing Party is a governmental body authorized to enter into agreements with other governmental agencies, pursuant to Tex. Gov’t Code, Chapter 791, and is capable of exercising the powers and performing the duties of the FCIC;

WHEREAS, the Smith County Criminal District Attorney's Office, as the operational member of the Performing Party is authorized to employ peace officers and staff necessary to complete the duties and objectives of the FCIC as delegated in this Agreement; and

WHEREAS, the Parties agree that this Agreement furthers the directives in Tex. Gov’t Code, Chapter 426, as added by SB 1499, in the best interest of the public.

NOW THEREFORE, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Parties agree and will undertake to carry out the activities and agreements described in Attachment A (“Operating Agreement”) attached hereto and incorporated herein for all purposes.

2. **PAYMENT.** Receiving Agency will reimburse Performing Party for the services under this Agreement in an amount not to exceed \$12,871,973.00 for FY26 (September 1, 2025 to August 31, 2026) and \$12,570,086.00 for FY27 (September 1, 2026 to August 31, 2027), in accordance with Attachment A, Section 6 ("Budget").
3. **TERM AND TERMINATION.** This Agreement is a two (2) year contract. This Agreement may be terminated by either party, with or without cause with thirty (30) days prior notice. Payments for any and all outstanding invoices which are approved by Receiving Agency shall be made to Performing Party in accordance with the Texas Prompt Payment Act.
4. **PARTY REPRESENTATIVES AND NOTICE.** The following individuals will act as each party's legal representative authorized to receive notices under this Agreement on behalf of their respective Party.

Performing Party:

Neal Franklin
Smith County Judge
200 E Ferguson St. Suite 100
Tyler, Texas 75702
Telephone: (903) 590-4625
Email: NFranklin@smith-county.com

Jacob Putman
Smith County Criminal District Attorney
100 N. Broadway, 4th Floor
Tyler, Texas 75702
Email: jputman@smith-county.com

Receiving Agency:

Doug Jennings
General Counsel
Texas Department of Licensing and Regulation
920 Colorado Street
Austin, Texas 78701
Telephone: 512-463-0859
Email: Doug.Jennings@tdlr.texas.gov

Notice under this Agreement may also be delivered by email to the email addresses provided by the Parties and stated above. Contact information may be changed, from time to time, by either party by providing written notice to the other.

5. **RELATIONSHIP OF THE PARTIES.** In the performance of work or services hereunder, Performing Party is deemed an independent contractor and its

employees shall not be deemed as employees or agents of Receiving Agency and shall not be entitled to any privileges or benefits provided by Receiving Agency. Performing Party agrees that it is an independent contractor. The Performing Party shall be solely responsible for the performance of duties under this Agreement and for withholding taxes, including all federal, state, and local taxes, and providing health insurance, and workers' compensation insurance for its employees assigned to the FCIC.

6. **NON-APPROPRIATION OF FUNDS.** This Agreement is subject to termination or cancellation, without penalty to the Parties, either in whole or in part, subject to the availability of state funds. If funds are unavailable due to any disruption of current funding, the Receiving Agency may restrict, reduce, or terminate this Agreement. If Receiving Agency or Performing Party becomes subject to a legislative or governmental change or revocation of statutory authority, the Parties may immediately terminate this Agreement without penalty to or any liability whatsoever.
7. **INDEMNIFICATION.** To the extent allowed by law, Performing Party shall defend, indemnify, and hold harmless the State of Texas and the Receiving Agency, its commissioners, boards, employees, representatives, contractors, assignees, and designees from any and all liability, actions, claims, demands, or suits, (claims) and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Performing Party, its agents, employees, or subcontractors in the execution or performance of the Agreement.

In the event a legal claim arising out of the operation of the FCIC is filed against either party, notice shall be provided to the other party's legal representative within forty-eight (48) hours of receipt of the claim.

In the event that a claim is filed against Receiving Agency, Performing Party shall cooperate with the Office of the Attorney General of Texas (OAG) to the extent allowed by law and in accordance with the Texas Disciplinary Rules of Professional Conduct. In the event a claim is filed against Performing Party, Receiving Agency shall cooperate with Performing Party and its legal representatives to the extent allowed by law. Legal representation will not be provided to Performing Party by Receiving Agency.

The Parties may not agree to a settlement without prior written approval from all Parties subject to this Agreement.

8. **TRANSFER OF PROPERTY.** On termination of this Agreement, Performing Party shall electronically transfer all information collected and maintained under this Agreement to Receiving Agency; along with all property identified in the most current asset management list required by Attachment A, Section 6 of this Agreement (updated through the date of termination). If property subject to this Agreement in Performing Party's possession requires the execution of documents or other authorizations required to transfer property to Receiving Agency, Performing Party shall execute and deliver

those documents to Receiving Agency or issue authorization to the appropriate persons or entities to transfer the property to Receiving Agency.

Following the termination of this Agreement, Performing Party shall coordinate with Receiving Agency to transfer the data management system to a law enforcement agency contracted to operate the FCIC or a governmental agency that employs a person commissioned by Texas Commission on Law Enforcement (TCOLE).

9. **ASSIGNMENT PROHIBITED.** Performing Party shall not assign its rights under this Agreement or delegate the performance of its duties under this Agreement without Receiving Agency's prior written approval. Any attempted assignment in violation of this provision is void and without effect.

10. **SURVIVAL OF CONTRACT TERMS AFTER CONTRACT TERMINATION.** Notwithstanding the termination or expiration of this Agreement, the following provisions of this Agreement shall survive the termination or expiration date of this Agreement:

- A. Section 7. Indemnification;
- B. Section 8. Transfer of Property; and
- C. Section 14. Waiver of Contractual Right.

Attachment A:

- A. Section 7. Reimbursement and Payment;
- B. Section 8. State Auditor's Right to Audit;
- C. Section 14. Protection of Sensitive Information;
- D. Section 17. Records Management and Retention; and
- E. Section 18. Open Records.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

12. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by all Parties.

13. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any part of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

This Agreement is binding and effective on the date of the last signature and may be executed electronically or in duplicate originals.

The undersigned signatories represent and warrant that they have full authority to sign this Amendment on behalf of the respective parties.

PERFORMING PARTY

RECEIVING AGENCY

Neal Franklin
Smith County Judge

Courtney Arbour
Executive Director

Date: _____

Date: _____

Jacob Putman
Smith County District Attorney

Date: _____

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Attachment A

Financial Crimes Intelligence Center Operating Agreement

Section 1. Purpose. This Operating Agreement is entered pursuant to and authorized by Tex. Gov't Code, Chapter 426, as added by Senate Bill 1499 (SB 1499), Legislature, Regular Session (2025), which provides that the Financial Crimes Intelligence Center ("FCIC") shall be established within the Texas Department of Licensing and Regulation ("TDLR") for the following purposes:

1. To serve as the state's primary entity for the planning, coordination, and integration of law enforcement agencies and other governmental agencies that respond to criminal activity related to card fraud, including through the use of skimmers; and
2. To maximize the ability of TDLR, law enforcement agencies, and other governmental agencies to detect, prevent, and respond to criminal activities related to card fraud.

This Operating Agreement establishes the duties, obligations, and responsibilities of each Party required to implement and fulfill the purposes set forth in Tex. Gov't Code, Chapter 426, as added by SB 1499.

Section 2. Definitions. Unless the context clearly indicates otherwise, for purposes of this Operating Agreement, terms in this Agreement shall have the meaning assigned by Tex. Gov't Code, Chapter 426, as added by SB 1499, and 16 Tex. Admin. Code 97.

Section 3. Oversight Authority. Receiving Agency shall exercise oversight authority for the non-law enforcement operation of the FCIC. Performing Party shall exercise oversight authority for the law enforcement operation of the FCIC. Performing Party shall ensure that any data management system contract adheres to the United States Department of Justice Criminal Intelligence Systems Operating Policies.

Section 4. FCIC Operations. FCIC personnel shall perform the following duties, including but not limited to:

1. Coordination with law enforcement agencies on payment fraud investigations;
2. Developing and maintaining relationships with industry partners, including financial institutions, credit card issuers, debit card issuers, payment card networks, institutions of higher education, and merchants;
3. Developing and providing training to law enforcement and industry partners to identify and combat payment fraud, including skimmers and shimmers;
4. Performing intake and development of criminal intelligence relating to financial crime;

5. Dissemination of relevant intelligence information to appropriate law enforcement agencies across Texas, and other states when applicable;
6. Responding to law enforcement requests for criminal intelligence and investigative assistance;
7. Developing reports for Receiving Agency related to payment fraud and FCIC operations;
8. Coordinating with Receiving Agency through the Director of Regulatory Program Management or their designee(s) to conduct inspections at retail motor fuel facilities for skimmers; and
9. Working with Receiving Agency to develop communications and outreach plans for the public.

Section 5. FCIC Facilities. FCIC operations shall be conducted in an office space provided by Performing Party. Maintenance, utilities, and repairs or improvements made to the facilities shall be reimbursable in accordance with Section 7 of this Attachment. Facilities provided by Performing Party shall be secured with 24-hour controlled access provided only to personnel assigned to the FCIC. In the exercise of its oversight authority, Receiving Agency may travel to and access the FCIC facilities upon coordination with the FCIC director.

Section 6. Budget. Performing Party shall submit a budget annually for approval by Receiving Agency. The budget shall not exceed funding allocated to the Performing Party as follows: \$12,871,973.00 for FY26 (September 1, 2025 to August 31, 2026) and \$12,570,086.00 for FY27 (September 1, 2026 to August 31, 2027).

The operating budget of the FCIC shall be established by the Receiving Agency for each fiscal year based on the annual budget submitted by the Performing Party and approved by Receiving Agency, any budgetary allocation amendments agreed by the Parties, and available legislative appropriations.

Any changes to Performing Party's budget allocations shall be addressed and approved by both agencies in writing prior to any resulting expenditures or procurement. Any costs that exceed the budgeted allocation will be the responsibility of the Performing Party. To the extent reasonable under the circumstances, the budget shall align as closely as possible to the budget approved by Receiving Agency. Performing Party shall have the flexibility to adjust line items by 20% provided there are offsetting reductions to other line items of equal or substantially equal amounts. In the event a line-item adjustment exceeds 20%, Performing Party shall seek and obtain prior written approval from the Receiving Agency's Director of Financial Services. Any costs above these amounts will be the responsibility of the Performing Party. Approval shall not be unreasonably withheld.

The Receiving Agency may coordinate with the Performing Party to develop budget

recommendations for the submission of funding requests to the Legislative Budget Board to be included in its Legislative Appropriations Request (LAR) for the continuation of the FCIC. Final decisions regarding Receiving Agency's LAR will be approved by the Receiving Agency's Executive Director.

The appropriated budget shall be adjusted upwards in the amount of any gift, grant, or donation made directly to the FCIC, as provided in Section 20 of this Attachment, for the benefit of the Performing Party.

Performing Party shall maintain an asset management list, affix an asset tag belonging to Performing Party, and provide an annual report of all FCIC-controlled or capitalized assets to the Receiving Agency. Performing Party must use the State of Texas Procurement and Contract Management Guide to determine whether an item is subject to this section. Performing Party is not required to comply with this section for items that are not listed in the State of Texas Procurement and Contract Management Guide.

Section 7. Reimbursement and Payment. Requests for reimbursement of FCIC personnel salaries, wages, and benefits (FCIC salaries) must be submitted by email to Receiving Agency's Director of Finance monthly. Reimbursement requests must include documentation supporting the FCIC salaries being invoiced and be received within fifteen (15) calendar days after the close of the month for the month that reimbursement is requested. Documentation of FCIC salaries includes detailed earnings statements.

Requests for reimbursement of purchases must be submitted along with the requests for reimbursement of FCIC salaries. Documentation demonstrating proof of payment must be included with a request for reimbursement. Items submitted with insufficient documentation to support a reimbursement request will be denied. A request may be resubmitted for approval upon the discretion of the Receiving Agency.

Section 8. State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract. The acceptance of funds directly under the contract or indirectly through a subcontract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Section 9. Personnel. Parties shall mutually agree upon the selection of the FCIC director.

Performing Party may only seek reimbursement of salaries for FCIC personnel who perform services exclusively on behalf of Receiving Agency for the FCIC.

Law enforcement personnel acting in a law enforcement investigative capacity shall have their Texas Commission on Law Enforcement (TCOLE) commission carried by Performing Party. Performing Party shall exercise all rights and obligations in accordance with TCOLE

regulations regarding the employment of certified peace officers. FCIC personnel acting in a law enforcement investigative capacity must have a valid TCOLE peace officer license, in good standing at all times while assigned to the FCIC. Subject to budgetary constraints, the Performing Party may seek reimbursement for persons assigned to work exclusively for the FCIC.

Section 10. Travel. FCIC personnel may travel on official business on behalf of the FCIC. Performing Party may seek reimbursement for authorized travel, provided that reimbursement may not exceed daily amounts or include items prohibited by the Texas Comptroller of Public Accounts.

Section 11. Digital Networks and Data Security. To secure each party's respective digital network and data from unauthorized access, the Receiving Agency and Performing Party shall comply with the Texas Cybersecurity Framework established by the Texas Department of Information Resources, National Institute of Standards and Technology (NIST), Special Publication 800-53, and Receiving Agency's cybersecurity policies.

Persons assigned by Performing Party to the FCIC are subject to the Receiving Agency's applicable cybersecurity policies. Within thirty (30) days of assignment to the FCIC, FCIC personnel must complete all cybersecurity training in accordance with Tex. Gov't Code § 2054.5192, and Receiving Agency's information security policies. Failure to complete the training required by this section may result in denial of access to Receiving Agency's network and electronic devices.

Performing Party shall maintain a list that includes each individual with access to the FCIC data management systems, which system(s) that individual accesses, and the date the individual completed the required Receiving Agency cybersecurity training. A copy of the record of completion of the required cybersecurity training shall be maintained in the personnel file of each individual who accesses any of the information or systems under this Agreement. The Performing Party shall annually certify the completion of the above- mentioned training program to Receiving Agency.

If FCIC personnel fail to comply with Receiving Agency's security requirements, Receiving Agency may request reassignment of the employee or immediately terminate this Agreement.

Section 12. Data Management System. Receiving Agency shall own licenses utilized by Performing Party for any data management system in relation to this Agreement. Performing Party must ensure adherence to the data management or software contract safeguard, and security of the information.

Upon termination of this Agreement, Performing Party's access to the data management system and information contained in the data management system shall be terminated.

Section 13. Vehicles. Performing Party may purchase or lease vehicles for use by FCIC personnel. The vehicles shall be titled in the name of Smith County. Upon termination of this Agreement, Smith County shall either transfer title ownership of the vehicles to the Texas

Department of Licensing and Regulation, or upon written approval by the Receiving Agency, the Performing Party may remit payment to the Receiving Agency in the amount of the remaining value of the vehicle based on the vehicle's current fair market value minus depreciation. Reimbursement of purchases shall be made in accordance with Section 7 of this Attachment.

Performing Party must provide liability and comprehensive insurance coverage for each vehicle purchased under this Agreement with amounts equal to or greater than insurance coverage of comparable vehicles operated by Performing Party.

Performing Party agrees that all vehicles shall be maintained in accordance with the manufacturer's recommendations. In the event a vehicle purchased in accordance with this Agreement requires repair not covered by the warranty due to failure to comply with the manufacturer's recommendations, repair costs are the responsibility of Performing Party and must be made without recourse to or reimbursement by Receiving Agency. Performing Party shall keep all maintenance logs and repair work receipts. Upon termination of this Agreement, vehicle records must be surrendered to Receiving Agency.

Performing Party shall take reasonable efforts to prevent vandalism or other damage to the vehicles. Use of the vehicles shall be restricted to the performance of official business of the FCIC by a driver who holds a valid Texas driver's license.

Section 14. Protection of Sensitive Information. Receiving Agency and the Performing Party will safeguard confidential or sensitive information in their possession provided by or related to the other party concerning activity performed in furtherance of this Agreement. Information considered confidential or sensitive by either party may only be released for purposes and in the manner permitted under state and federal law or the terms of this Agreement.

Confidential or sensitive information shared under the terms of this Agreement remains subject to the same confidential or sensitivity requirements that are imposed by law on the releasing party. If either the Receiving Agency or the Performing Party receives a request for confidential or sensitive information under this Agreement, it shall notify the other party and collaborate on an appropriate response.

Section 15. Data Encryption and Data Breach. Performing Party must protect confidential or sensitive data by encrypting the data at rest, in transit, and where available, in use, in compliance with Receiving Agency's cybersecurity policies. Within twelve (12) hours of discovery, Performing Party must report unapproved access of Receiving Agency's network or data to Receiving Agency's Chief Information Security Officer and General Counsel. If Performing Party reasonably believes the data breach resulted from criminal actions, Performing Party must immediately report the event to an appropriate law enforcement agency.

Section 16. Data Destruction. Performing Party shall comply with the NIST, Special Publication 800-88, as amended, or revised, regarding Media Sanitization.

Section 17. Records Management and Retention. All information and data collected and

maintained by the Receiving Agency pertaining to the FCIC is the intellectual property of the Receiving Agency and shall be managed in accordance with the Receiving Agency's Records Retention policies and procedures. All questions regarding records storage and retention of information and data held by Receiving Agency shall be directed to Receiving Agency's Records Management Officer (RMO).

All FCIC records maintained by Performing Party, including but not limited to law enforcement and personnel records, shall be maintained in accordance with Smith County and the Smith County District Attorney's Office policies and procedures. To the extent allowed by law and upon request, Receiving Agency shall have the right of access to non-law-enforcement-sensitive records maintained by Performing Party.

In accordance with Section 8 of the Agreement, "Transfer of Property," upon termination of this Agreement, Receiving Agency shall have the right to inspect and receive copies of any FCIC records maintained by the Performing Party, to the extent allowed by law and in accordance with United States Department of Criminal Justice Intelligence Handling Guidelines.

In the event Performing Party collects or maintains records not in Receiving Agency's approved record retention schedules, the Performing Party's RMO shall ensure compliance with the Texas State Library and Archives Commission-approved schedules to include the additional series of records in Performing Party's possession.

Section 18. Open Records. Texas Public Information Act (PIA) requests submitted to Performing Party seeking information regarding the FCIC collected and maintained by the Performing Party will be processed by the Performing Party under the delegated authority of the Receiving Agency. Performing Party shall comply with Receiving Agency requests for information in responding to a PIA request for information regarding the FCIC by submitting all information requested by the Receiving Agency not less than three (3) business days after receipt of Receiving Agency request. All PIA requests received by Receiving Agency will be processed by Receiving Agency's Office of General Counsel.

Any PIA request submitted to Performing Party seeking information from the FCIC that is collected and maintained by the Performing Party shall be submitted to the Receiving Agency not less than three (3) business days after receipt of the request and will be processed by Receiving Party. PIA requests submitted to Receiving Agency seeking information regarding the FCIC collected and maintained by Receiving Agency will be processed by the Receiving Agency's Office of General Counsel. The Parties shall comply with the PIA when responding to requests for FCIC information.

If a Party submits a request for opinion to the Office of the Attorney General regarding a request for FCIC information received by that Party, a copy of the request for opinion (without exhibits), including the original request for information, shall be provided electronically to the other Party within 10 business days.

To the extent allowed by law, each Party shall cooperate and share information with the other Party to facilitate the other Party's response to a PIA request regarding the FCIC.

Section 19. Reports and Presentations. The FCIC director shall file an annual report with Receiving Agency in accordance with Tex. Gov't Code, Chapter 426, as added by SB 1499.

The FCIC director shall work with the Receiving Agency to prepare reports regarding the FCIC for presentation during Texas Commission of Licensing and Regulation (Commission) meetings, advisory board meetings, or other purposes as determined by Receiving Agency. FCIC personnel may include additional information in requested reports, upon determination by Receiving Agency that the information is relevant to the request.

Reports required by this section shall be in the prescribed format and submitted electronically. If any part of a report required by this section contains confidential or sensitive information, FCIC personnel shall denote that portion of information deemed confidential or sensitive with brackets or in another identifiable manner.

Upon notice and request by the Receiving Agency, the FCIC director or designee(s) shall be available to attend and/or present during meetings of the Commission, advisory boards, or internal meetings of the Receiving Agency. The Performing Party or the FCIC director or designee(s) shall appear before the Legislature or legislative committees upon request. When determined to be acceptable by the Receiving Agency, the Legislature, or a legislative committee, the Performing Party or the FCIC director or designee(s) may appear by videoconference or other remote communication.

Section 20. Grants, Gifts, and Donations. All grants, gifts, or donations of funds for the operation or in support of the FCIC may be made directly to Receiving Agency. In the event funds are received directly by Performing Party for the operation or in support of the FCIC, Performing Party must remit those funds to Receiving Agency's Director of Financial Services within ten (10) business days of receipt by the Performing Party. Grants, gifts, or donations made directly to the FCIC will be disbursed in accordance with Section 6 of this Attachment.

Section 21. External Communications. Performing Party agrees to timely notify Receiving Agency's Public Information Officer regarding any media communications related to the purposes, functions, or operations of the FCIC.

Receiving Agency will assist Performing Party with external relations, outreach, and communications. Receiving Agency will create branding for the FCIC to be used by both parties. Requests for use of the brand by entities other than the Performing Party must be sent to and approved by the Receiving Agency in writing before use is granted.

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 09/16/2025	Submitted by: T. Wilson
Meeting Date: 09/23/2025	Department: FCIC
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: FCIC Office Space Lease - New Braunfels	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a Lease agreement for FCIC office space with Communication Professionals, Ltd, New Braunfels, TX, and authorize the County Judge to sign all necessary documentation. :	
Background: With the growth of the FCIC they need office space outside of the Tyler/Smith County area. Because of the Statewide nature of their operations, they are requesting office space leases in the Central Texas, specifically New Braunfels, Texas.	
Financial and Operational Impact: The terms of this lease are for two years beginning on 09/15/2025 for \$4,400.00 for the first years; and \$4,532.00 for the 2nd year. All funds are provided through the state appropriation through TDLR.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email: twilson@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed in duplicate this 26th day of August, 2025, by and between Communication Professionals, Ltd. hereinafter called "Landlord", and Smith County "FCIC", hereinafter called "Tenant" at political subdivision of the State of Texas. Landlord and Tenant contract and agree as follows:

1. Landlord hereby leases unto Tenant approximately 1350 square feet of interior space in the Livery Station building located at 468 S. Seguin Avenue, New Braunfels, Comal County, Texas, Suite 100 hereafter "the leased property".

2. The term of this lease shall be for a primary term of two years with a two-year option to renew, commencing on **September 15, 2025**, and expiring at midnight on **August 31, 2027**, unless extended. Tenant may take possession of the leased property at any time after September 15, 2025.

Funds for payment of this Agreement have been provided through the State of Texas Biennium. State of Texas law prohibits the obligations and expenditures of public funds beyond the biennium for which a budget has been approved. However, the performance of this contract may extend beyond the biennium. It is the expectation of Tenant that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the State of Texas (1) fails to provide funding for this contract during the State of Texas Biennium; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Tenant may, upon giving thirty (30) days written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Tenant notifies Landlord in writing of such failure to fund and termination. Tenant shall pay a prorated rent for the days tenant occupied the premises until the date of termination. There shall be no recourse for the landlord as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

3. Pursuant to Texas Prompt Pay Act, Chapter 2251 of the Texas Government Code Tenant shall pay to Landlord, as base rental, the sum of Four Thousand Four Hundred Dollars (\$4,400.00) per month for each month of the **first-year** and the sum of Four Thousand Five Hundred Thirty-two Dollars (\$4,532.00) for the **second-year** of the primary term, in advance, on or before the first day of each month during the term hereof, commencing September 15, 2025. If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord a prorated amount equal of the base monthly rent. Tenant agrees to pay a late payment fee of five per cent (5%) of any sum due hereunder if said payment is made after the fifth of the month in which it is due. Tenant will pay \$ 40.00 for each check Tenant renders to Landlord which is returned by the institution on which it is drawn for any reason. Lease payments shall be payable to:

**Communication Professionals, Ltd.
PO Box 311323
New Braunfels, Texas 78131-1323**

Upon execution of this lease, Tenant shall pay **\$4,400.00** to Landlord as a security deposit.

Landlord may apply the security deposit during any time this lease is in effect to amounts owed by Tenant. Tenant must, within ten days after receipt of notice from Landlord, restore the security deposit to the amount stated.

After tenant surrenders the leased premises to Landlord and provides Landlord written notice of Tenant's forwarding address, Landlord will, no later than the time required by Section 93.005, Texas Property Code, refund the security deposit less any amounts applied towards amounts owed by tenant or other charges authorized by this lease. The parties agree that Landlord acts in good faith if Landlord accounts for the security deposit within the time stated.

Landlord may make reasonable charges from the security deposit for:

- (a) damages to the leased property, excluding normal wear and tear, and associated reasonable costs to repair the leased property;
- (b) unpaid rent;
- (c) unpaid late charges;
- (d) replacing unreturned keys or electronic access cards;
- (e) removing, storing or disposing of abandoned property.

Tenant initials: _____ Landlord initials: _____

4. The leased property shall be used for conducting of Tenant's **Texas Financial Crimes Intelligence Center Field Office** and for no other purpose. No other use may be made of the leased property without the written consent of the Landlord.

5. The Landlord shall pay all ad valorem taxes assessed against the leased property.

6. Landlord shall pay for all electricity and water utility charges for the leased property. Tenant shall be responsible for payment of all increases if any, in garbage collection fees or garbage container charges which are the result of Tenants occupancy of the leased premises. Landlord shall pay the present charges for garbage collection and garbage containers.

7. Landlord shall be responsible for all maintenance of the grounds and improvements on the leased property including but not limited to landscaping, roof, exterior doors and walls, windows, plumbing, heating, air conditioning, and electrical system associated with the premises. Tenant shall be responsible for maintenance of the interior of the leased property including walls, doors, floors, ceilings, accessory lamp light bulbs, and cabinets.

Tenant may not make any holes in the woodwork, floors or walls, except that a reasonable number of small nails may be used to hang pictures in sheet rock. Tenant may not alter, replace or remove flooring material, or paint.

If Tenant fails to perform necessary maintenance as provided for herein Landlord may perform said maintenance and bill Tenant the actual cost thereof as additional rental. Tenant agrees to return the leased property to Landlord at the expiration hereof in the same or similar condition as the present condition.

8. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

- (1) Public liability insurance in an amount not less than \$300,000.00 on an occurrence basis naming Landlord as an additional insured; and
- (2) Personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

(3) Landlord shall not be liable for any losses suffered to Tenant's property, except to the extent such losses are occasioned by the gross negligence or intentional acts of Landlord, its agents or employees.

9. Tenant has inspected the leased property and finds them to be in a safe, satisfactory, and acceptable condition. The Tenant accepts the leased property in its present condition, and without any representations on the part of Landlord or its agents as to the present or future condition of said premises.

10. Tenant will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and safety regulations and will keep the leased property, and improvements thereon and the areas adjacent thereto in a safe, secure and attractive condition. Tenant shall not construct improvements or additions to the leased property without the written consent of Landlord. Any fixtures attached to the walls or floors of the leased premises shall remain the property of Landlord upon expiration hereof unless they can be removed by Tenant without damage to the leased premises.

Tenant initials: _____ Landlord initials: _____

11. Tenant will permit the Landlord, and/or its agents or authorized representatives to enter upon the leased property at all times during reasonable business hours for the purpose of inspecting same.

12. If Tenant shall make default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or in any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for ten days after notice thereof in writing to Tenant, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Tenant, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Tenant's business or assets, or (c) if Tenant shall make an assignment for the benefit of creditors, or (d) if Tenant shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Landlord, at its election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the leased property and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Tenant during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of 10 days, and if notice thereof in writing shall have been given to the Tenant, and if the Tenant, prior to the expiration of 10 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Landlord shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured. The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Landlord for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid, the Tenant covenants and agrees to indemnify and save harmless the Landlord from any loss arising from such default, termination and/or re-entry in pursuance thereof including the payment of Landlord's reasonable attorney's fees incurred in the enforcement of any of the terms hereof.

13. Landlord shall maintain hazard insurance on the leased property but Tenant shall be responsible for maintaining hazard insurance on any personal property of Tenant located within the leased property. Landlord shall not be liable for any losses suffered to Tenant's property, except to the extent such losses are occasioned by the gross negligence or intentional acts of Landlord, its agents or employees.

14. In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, to the extent that Tenant is unable to conduct its reasonable and ordinary business operations, Landlord shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. All insurance proceeds and eminent domain damages, compensation or award shall be the property of Landlord.

Tenant initials: _____ Landlord initials: _____

15. Any lease renewal terms shall be on substantially the same terms and conditions as in the initial term. Provided, however, not later than thirty (30) days prior to the end of a term, whether the Initial Term or any Renewal Term, the parties shall negotiate the Lease Fee and the number of year(s) in the Renewal Term. If the parties cannot agree on the Lease Fee and the number of years, this Agreement shall terminate at the end of the term.

16. **SPECIAL PROVISION:** This is a non-smoking facility. No smoking or vaping is allowed inside the building or the exterior porches.

17. Time is of the essence in the performance of all duties, obligations, and responsibilities under the terms of this lease.

18. Tenant covenants, understands, and agrees that it is liable under the terms of this lease, and hereby agrees to perform all of the covenants and undertakings herein contained to be kept. This lease may not be assigned nor the leased property subleased without the written consent of Landlord.

19. All notices given pursuant to the terms of this lease shall be deemed given and received five (5) days after mailing postage prepaid, certified mail, return receipt requested, to **Captain Jeff Headley**, 218 E Elm St., Tyler, TX 75702 or by e-mail to jeff.headley@fcic.texas.gov, if to the Tenant and to PO Box 311323, New Braunfels, Texas 78131-1323, if to the Landlord.

20. This lease shall be governed by the laws of the state of Texas.

WITNESS the signatures of the parties, this the ____ day of September, 2025.

LANDLORD: *Communication Professionals, Ltd.*

By: Sounds & Things, Inc., Its General Partner

Signature: _____

Printed Name/Title: Mary Ashworth, Vice-President

TENANT: Smith County "FCIC"

Signature: _____

Printed Name/Title: Jeff Headley, Captain

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

Submission Date: 09/15/2025	Submitted by: KAREN NELSON
Meeting Date: 09/23/2025	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permits	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 2138, 2186, 2185, 2144, Charter-Spectrum, install underground fiber optic cable with vaults, Precinct 2; and b. County Road 1151, CenterPoint Energy, install gas line, Precinct 4	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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



**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT**

Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Donald Whaley Date: 7/7/2025
Company Name (if different): CenterPoint Energy Phone: 713-207-7663
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Garcia, Cesar Phone: (337) 373-1518
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 14929 CR1151
Propose to install 2400' of 2" IP PLA SVC gas see drawing
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: _____

7. Proposed start date: 7/24/2025 Completion date: 10/24/2025

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

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

Specific instructions and conditions are as follows:

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

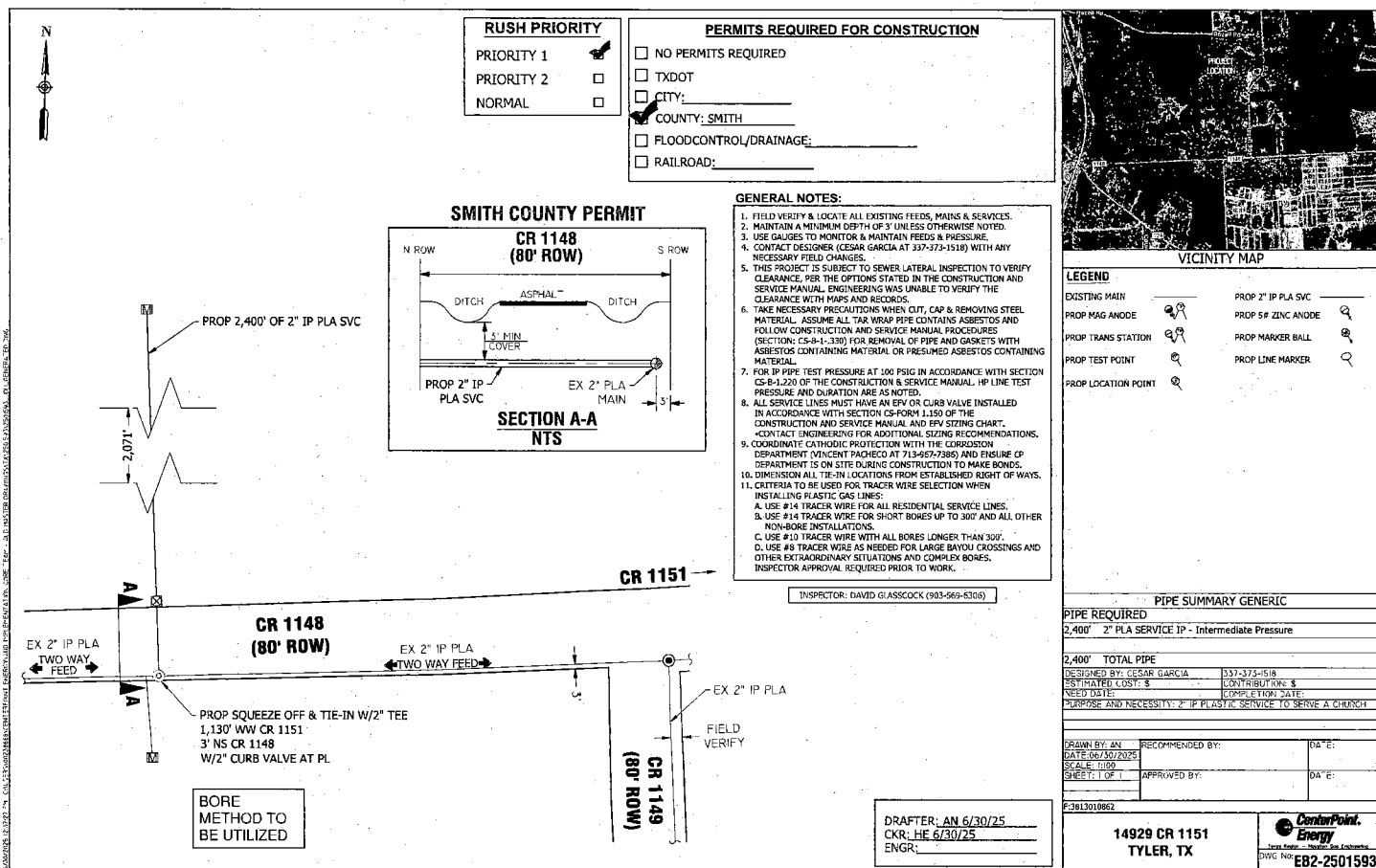
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between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

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

Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to 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.

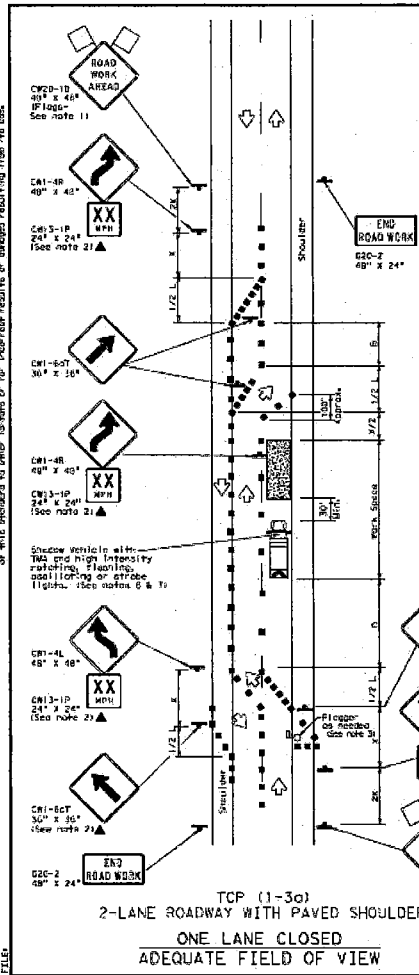
Applicants Signature: Donald Whaley Date: 9/10/2025

Approved: AmB
Smith County Road Administrator/Engineer



DISCLAIMER: This plan is prepared by the Texas Department of Transportation. No warranty is made by the Texas Department of Transportation for the use of this plan for any purpose other than that for which it was prepared.

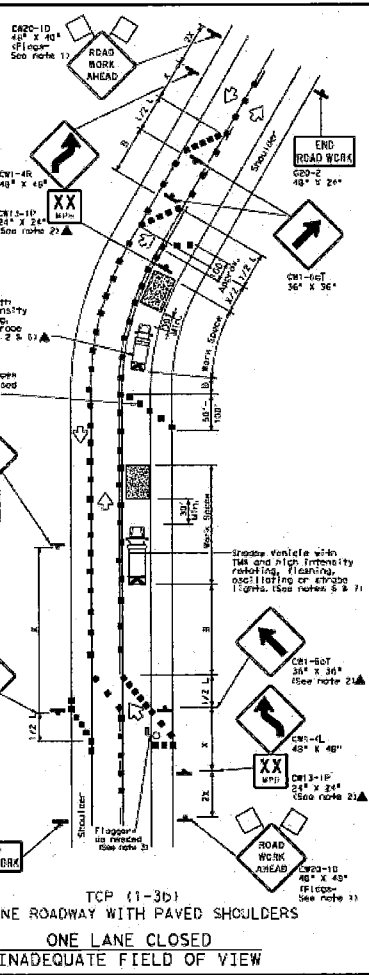
DATE: 10/1/83



BE PREPARED TO STOP
C820-4
48" x 48"
See note 11

ROAD WORK AHEAD
C820-3
48" x 48"
See note 11

For either TCP (1-3a) or TCP (1-3b)
USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
See notes 2 & 3



LEGEND

Type 3 Barricade	Channelizing Device
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)
Sign	Traffic Flow
Flag	Flagger

Posted Speed #	Formula	Minimum Detachable Tower Lengths #	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing #	Suggested Length of Buffer Space #
30	$L = 1.5S$	10'	30'	120'	90'
35	$L = 1.5S$	15'	35'	150'	120'
40	$L = 1.5S$	20'	40'	200'	150'
45	$L = 1.5S$	25'	45'	250'	195'
50	$L = 1.5S$	30'	50'	300'	240'
55	$L = 1.5S$	35'	55'	350'	295'
60	$L = 1.5S$	40'	60'	400'	350'
65	$L = 1.5S$	45'	65'	450'	410'
70	$L = 1.5S$	50'	70'	500'	475'
75	$L = 1.5S$	55'	75'	550'	540'

* Conventional Roads Only
** Tower lengths have been rounded off.
L=Length of Tower (ft) S=Speed (MPH)

TYPICAL USAGE

VEHICLE	SHORT STATION	INTERMEDIATE	LONG TERM STATION
Truck	✓	✓	✓
Tractor	✓	✓	✓
Trailer	✓	✓	✓
Truck	✓	✓	✓

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when shown elsewhere in the plan, or for traffic control work when covered by the Engineer.
 - Flagger control should not be used unless roadway conditions or heavy traffic volume require additional capacity to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
 - DO NOT PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
 - When the work zone is made up of several work zones, channelizing devices should be placed laterally across the closed lane to re-establish closure. Laterally placed channelizing devices should be replaced every 500 to 1000 feet to action areas and every 1/4 to 1/2 mile in rural areas.
 - A shadow vehicle with TMA should be used if it can be positioned 50 to 100 feet in advance of the area of work without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricade or other channelizing devices may be substituted for the shadow vehicle and TMA.
 - Additional shadow vehicles with TMA may be positioned at the closed surface, next to those shown in order to protect other work zones.
 - Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on centers of 30', or 15' if center spread is 15' or more, and for heavier traffic, at 100' where S is the speed in mph. This tighter device spacing is intended for the area of channelizing markings not the active work zone.

Texas Department of Transportation

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON
TWO LANE ROADS

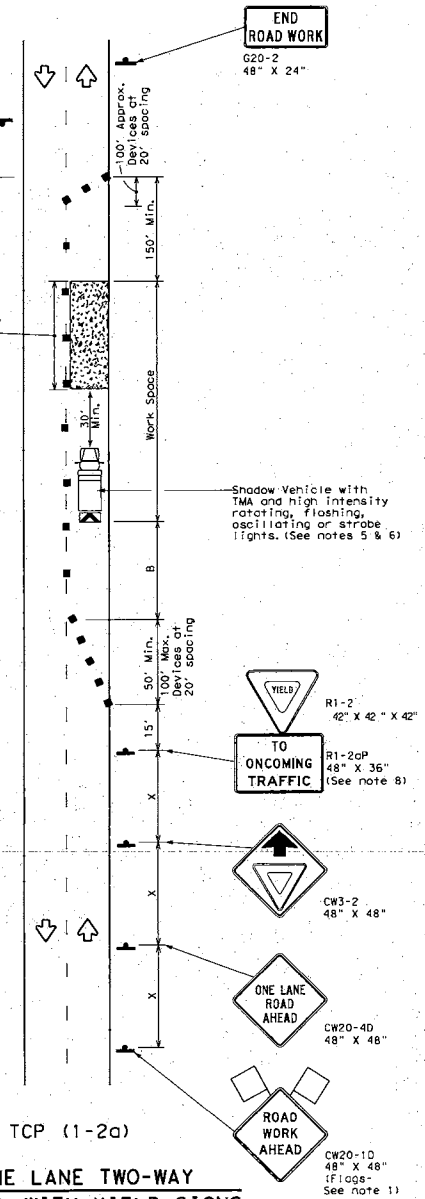
TCP (1-3)-18

FILE#	TCP-3-18-01	REV	REV	REV	REV
DATE	10/1/83				
BY	10/1/83				
CHKD	10/1/83				
APPD	10/1/83				

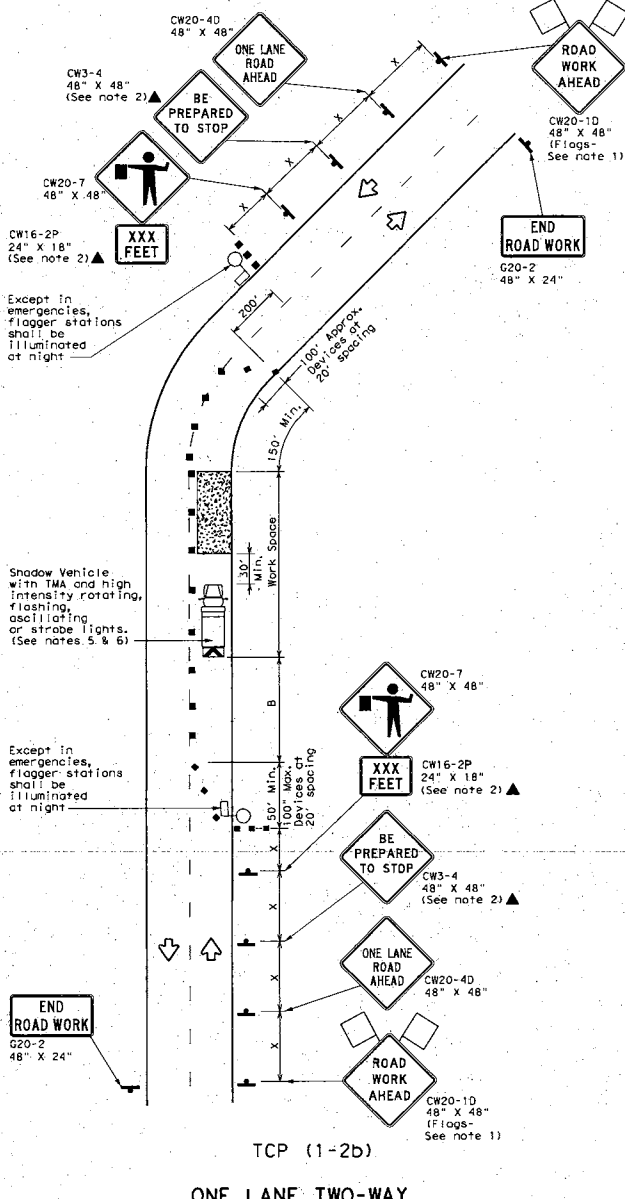
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other units or for the results of its use.

DATE: FILE:

Warning Sign Sequence in Opposite Direction Same as Below



**ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS**
(Less than 2000 ADT - See note 7)



**ONE LANE TWO-WAY
CONTROL WITH FLAGGERS**

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing	Suggested Longitudinal Buffer Space	Stopping Sight Distance
MPH		10' 11' 12'	On a Taper On a Tangent	Distance	"B"	
30	L = WS/60	150' 165' 180'	30' 60' 120'	120'	90'	200'
35		205' 225' 245'	35' 70' 140'	160'	120'	250'
40		265' 295' 320'	40' 80' 160'	240'	155'	305'
45		450' 495' 540'	45' 90' 180'	320'	195'	360'
50		500' 550' 600'	50' 100' 200'	400'	240'	425'
55		550' 605' 660'	55' 110' 220'	500'	295'	495'
60		600' 660' 720'	60' 120' 240'	600'	350'	570'
65		650' 715' 780'	65' 130' 260'	700'	410'	645'
70		700' 770' 840'	70' 140' 280'	800'	475'	730'
75		750' 825' 900'	75' 150' 300'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flags should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation		Traffic Operations Division Standard	
TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL			
TCP(1-2)-18			
FILE: TCD-2-18.dgn	DATE: 12/18/95	BY: []	CHK: []
REVISIONS	DATE	BY	CHK
4-90 4-90	12/18/95	[]	[]
2-94 2-12		[]	[]
1-97 2-18		[]	[]
SHEET NO.		SHEET NO.	



APPLICATION FOR PERMIT FOR THE INSTALLATION PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED RIGHT OF WAY OR EASEMENT

Smith County Road & Bridge Department

P.O.Box 990

Tyler, Texas 75710

1. Applicant: Charter - Spectrum Date: 7/30/25
 Company Name (if different): _____ Phone: 469-503-6112
 Address: 4520 Stonewall St. Fax: _____
Greenville, Texas 75401 Zip: _____
 24/7 Contact Name: Jaun Jaramillo Phone: _____
 Contractor: Mastec North America - Juan Jaramillo Phone: (214) 542-9484
 Bonding Company: _____ Phone: _____
2. Franchise Holder: Charter - Spectrum Phone: _____
3. Franchise Contact: Oscar Soto Phone: 469-503-6112
4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 24,200' of underground conduits e/w fiber optic cable, and approx. 4 Vaults within the ROW of CR 2138/Old Tyler Rd, CR 2186, CR 2185 & CR 2144/ Alley Rd.
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: _____
 Traffic control plans to be used are the TxDOT Traffic Operations Division Standard:
Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan
Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22
7. Proposed start date: 8/11/25 Completion date: 12/1/25

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

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

Specific instructions and conditions are as follows:

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

CR 2138/Old Tyler Rd, CR 2186. CR 2185 & CR 2144/ Alley Rd


25-006

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

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

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

Applicants Signature: Thai Bui Date: 07/30/2025

Approved: 
Smith Cc _____ ieer

SHEET INDEX

1.	COVER SHEET
2.	LOADING & SYMBOLS
3.	CONCRETE NOTES
4.	TYPICAL CONSTRUCTION DETAILS
5-22	OSP PLAN

Spectrum

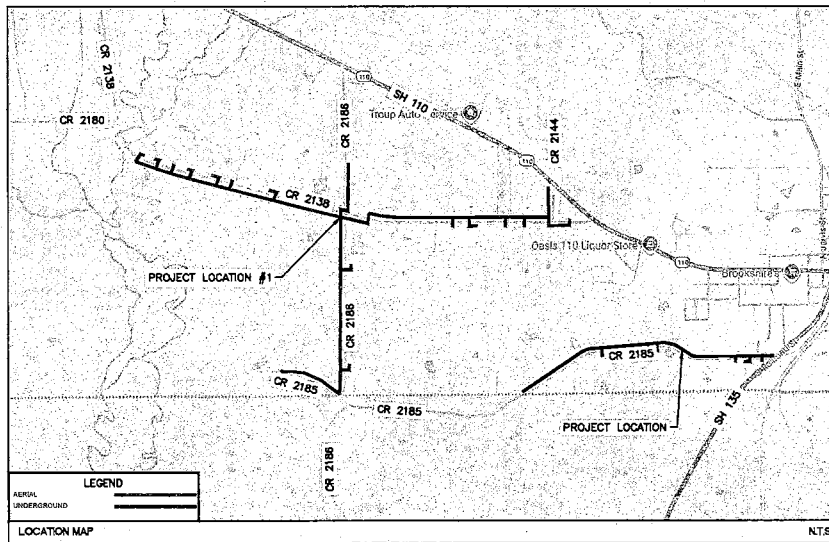
RDOF_TX_CLUSTER_2_TBD_TE44E (3780702)
TROUP, TX 75789
SMITH COUNTY
JULY 28, 2025

PROJECT INFORMATION
 CONTACT: CHARTER-SPECTRUM
 CONTACT: OSCAR SOTO
 PHONE: 469-633-4112
 EMAIL: oscar.soto@charter.com

CONTACT:
 THAI BUI, PROJECT MANAGER
 LJA ENGINEERING, INC.
 6060 N CENTRAL EXPY, SUITE 850
 DALLAS, TX 75206
 TBUI@LJA.COM
 469-659-6342

SCOPE OF WORK
 CHARTER COMMUNICATIONS PROPOSES TO INSTALL FIBER OPTIC CABLE ALONG CR 2138, CR 2184, CR 2144, AND CR 2185.

DESCRIPTION	UNIT	QUANTITY
DIRECTIONAL BORE	LF	24163
TRENCH	LF	
PULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	4
NEW PEDESTALS	EA	70
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	24163



SUBMITTAL PREPARED BY:

LJA
LJA TELECOM

8000 N. Central Expressway, Suite 400
 Dallas, TX 75206
 469-621-0710
 10% FIRM RESERVATION F-1328

CONTACT:
 STUART DOWELL
 PHONE:
 512-438-4717

SUBMITTED FOR APPROVAL BY: _____
 DESIGNER OF RECORD

7/28/2025
 DATE

NOTE:
 THE RIGHT-OF-WAY (ROW) SHOWN ON THESE PLANS IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN THE ROW OR BY A CONVEYANCE FROM EGRESS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY CONCERNS REGARDING THE ROW.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR.

811
 Know what's below.
 Call before you dig.

14

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

Submission Date: 09/23/2025	Submitted by: KAREN NELSON
Meeting Date: 09/15/2025	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. Re-Plat for Dove Ridge, Phase Two, Precinct 4; and b. Re-Plat for Family Dollar Tyler, Lot 2 Block A, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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



Subdivision Name: Replat of Lot 11 Dove Ridge Ph:2
 Adjacent Road: Dove Ridge Dr.
 Developer: Anthony Dale McMullen Phone: _____
 email: dale@the.fence.doctor.com Fax: _____
 Surveyor: WWT Land Surveying Phone: 903-534-9000
 email: casoy@wwtlandsurvey.com Fax: _____
 Roadway Length: _____ ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	9-9-25 S.B.		
	Plat Fee	\$25 9-9-25 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	N/A		
	Designated Rep. (Pledger) Clearance Letter	See notes below		
	Tax Certificate	9-9-25 S.B.		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)	N/A		
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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

TAX CERTIFICATE FOR ACCOUNT : 122282000000011000

ADNUMBER: R124869

GF NUMBER:

CERTIFICATE NO : 13457295

COLLECTING AGENCY

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

REQUESTED BY

WWJ

10819 HWY 69N
TYLER TX 75706

DATE : 9/3/2025

FEE : \$10.00

PROPERTY DESCRIPTION

DOVE RIDGE LOT 11

0019661 DOVE RIDGE DR
0.57 ACRES

PROPERTY OWNER

MCMULLEN ANTHONY DALE & CAROL
CRAFT-MCMULLEN

535 MEADOWLARK LN

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:	45,600	IMPROVEMENT :	0				
AG LAND VALUE:	0	DEF HOMESTEAD:	0				
APPRAISED VALUE:	45,600	LIMITED VALUE:	0				
EXEMPTIONS:	23.231 Circuit Breaker Limitation						
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 9/2025 : \$ 0.00

ISSUED TO :

WWJ

ACCOUNT NUMBER:

122282000000011000

CERTIFIED BY: _____

SMITH COUNTY





Tax Assessor-Collector
Property Tax 903-590-2920
Fax 903-590-2939

Auto Registration 903-590-2900
Fax 903-590-2908

COUNTY OF SMITH

Gary B. Barber – Tax Assessor Collector
Box 2011
Tyler, Texas 75710-2011

September 03, 2025

WWJ
10819 Hwy 69N
Tyler, TX 75706

RE: Property Owner: McMullen Anthony Dale & Carol Crat-McMullen
Property Location: 19661 Dove Ridge Dr.
Legal Description: Dove Ridge/ Lot 11

To Whom It May Concern:

This letter is pertaining to the Texas Property Code Section 12.002 (c) which states:

“if the taxes for the current year have not been calculated, a statement from the collector for the taxing unit indicating that the taxes to be imposed by that taxing unit for the current year have not been calculated.”

The 2024 taxes have not been calculated as of today's date. Tax bills and statements will be available on or about October 1st of this year.

Kizzie Bush, Deputy Clerk
For Gary B. Barber
Smith County Tax Assessor- Collector

Note: this form is to be used after September 1 each year until such time as tax bills are calculated on or about October 1st or thereafter each year and is needed by the County Clerk to allow the filing of plats under Texas Property Code Section 12.002 (c).



GARY B. BARBER

SMITH COUNTY

P.O. BOX 2011

TYLER, TX 75710-2011

903-590-2920

Original Receipt

Property Account Number:

122282000000011000

Statement Date:

Owner:

MCMULLEN ANTHONY DALE & CARC

Mailing Address:

WALKER, WARREN & JORDAN

10819 HWY 69 N

TYLER TX 75706

Property Location: 0019661 DOVE RIDGE DR

Acres:

0.57

Legal:

DOVE RIDGE

LOT 11

Receipt #: 13457304

Deposit #: 202509024813-2024/dalvarado

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID

ESCROW AMOUNT \$407.28

TOTAL PAID \$407.28

Remitted By:

WALKER, WARREN & JORDAN

SURVEYING & MAPPING

10819 HWY 69 N

TYLER TX 75706

Payment Type:

CHECK

Check #:

8976

Remaining Amount Due As of 09/03/2025

0.00

2025 Taxes

Pre-Pay



Receipt Tax Year 09/03/2025

WALKER, WARREN & JORDAN

SURVEYING & MAPPING

10819 HWY 69 N

TYLER TX 75706

OWNER'S STATEMENT:

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

BY: Anthony Dale McMullen
ANTHONY DALE McMULLEN

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF Kansas

THIS 5 DAY OF September, 2025.

Gretchen Loganbill
NOTARY PUBLIC

GRETCHEN LOGANBILL
Notary Public - State of Kansas
My Appt. Expires 2/1/27

OWNER'S STATEMENT:

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

BY: Carol Craft-McMullen
CAROL CRAFT-McMULLEN

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF Kansas

THIS 5 DAY OF September, 2025.

Gretchen Loganbill
NOTARY PUBLIC

GRETCHEN LOGANBILL
Notary Public - State of Kansas
My Appt. Expires 2/1/27

APPROVAL:

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

COUNTY JUDGE

PLAT RECORDED IN CABINET _____, SLIDE _____

DATE RECORDED: _____

GENERAL NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.
3. ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED.
4. THIS ADDITION LIES IN ZONE "X" AS SHOWN ON FIRM PANEL 48423C0225D, EFFECTIVE DATE: 4/45/2014.

SURVEYOR'S STATEMENT:

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

GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF September, 2025.

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



I. W. ENGLEADOW SURVEY
A-343

Dove Ridge, Phase One
Cab. D, Slide 67-D

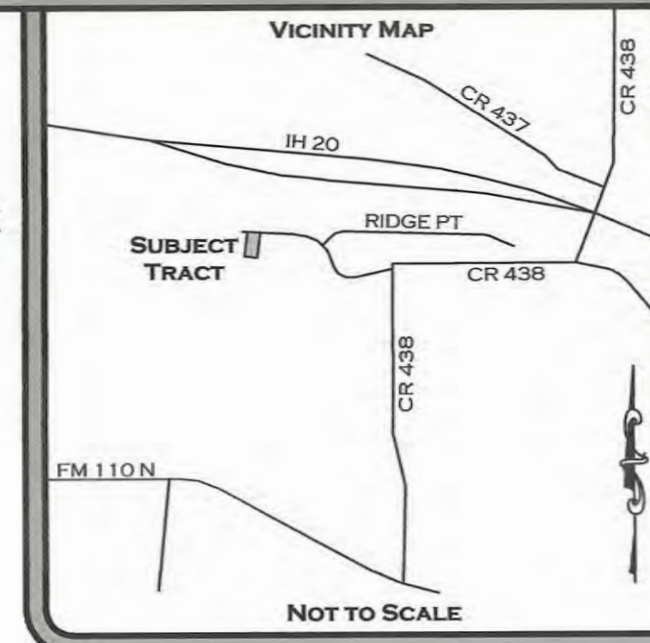
DOVE RIDGE DRIVE

Dove Ridge, Phase Two
Cab. D, Slide 100-C

Anthony Dale McMullen &
Carol Craft-McMullen
Doc. No: 202201017394

Bennie Dwain McMullen &
Deloris Ann McMullen
Call: 17.807 Acres
2015-42994

Roberto N. Arantes, Sr. &
Josilane C. Arantes
2020-39502



DRAFT

RE-PLAT OF LOT 11
DOVE RIDGE, PHASE TWO
I. W. ENGLEADOW SURVEY, ABSTRACT NO. 343
SMITH COUNTY, TEXAS



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

PROJECT MANAGER: B. BLOCKER
ADDRESS: 19661 DOVE RIDGE DR.
CITY/COUNTY: LINDALE, SMITH CO.
SURVEY/ABSTRACT NO.: A-343
SUBDIVISION: DOVE RIDGE - UNIT 2
LOT/BLOCK NO.: 11A
CLIENT: DALE McMULLEN

PREPARED BY: CHJ ON AUGUST 13, 2025
JOB NO. 25-0654
30 0 30
SCALE: 1" = 30'

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



Subdivision Name: Family Dollar Tyler Replat Lot 2, Block A

Adjacent Road: _____

Developer: Courtney Wallace

Phone: 832-746-3081

email: _____

Fax: _____

Surveyor: Hill Creek Surveying
and mapping

Phone: 903-504-7802

email: _____

Fax: _____

Roadway Length: _____

ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	9-11-25 S.B.		
	Plat Fee	\$25 9-11-25 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	9-11-25 S.B.		
	Designated Rep. (Pledger) Clearance Letter	See notes below 9-11-25 S.B.		
	Tax Certificate	9-11-25 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

09-09-2025

Reviewed By: Kim Wheeler, GIS Coordinator

LOT 2, BLOCK A - FAMILY DOLLAR TYLER- SC 911 Addressing, no conflicts, NOTE: the existing address of 17802 will remain with Lot 2B

**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**

September 4, 2025

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

RE: Family Dollar Tyler subdivision Re-Plat of Lot #2 in Block "A"

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), Courtney Wallace with Level Up Property Investments, LLC has submitted an application to this office is seeking approval of development planning materials for a re-plat of Lot #2 in block "A" into 3 lots on a 1.934 acre tract located at 17802 HWY 31E Tyler, Texas 75705 in Smith County.

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

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

Robert Stanley

**Robert Stanley
Designated Representative
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 126575000100002000

AD NUMBER: R204697

GF NUMBER:

CERTIFICATE NO : 13460808

COLLECTING AGENCY

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

REQUESTED BY

Hill Creek Surveying and Mapping LLC

4106 Palo Pinto Creek Cir
Tyler TX 75703

DATE : 9/10/2025

FEE : \$10.00

PROPERTY DESCRIPTION

FAMILY DOLLAR TYLER|BLOCK A LO
T 2

0000000 HWY 31 E
1.9349 ACRES

PROPERTY OWNER

LEVEL UP PROPERTY INVESTMENTS LLC

17418 STONEBELT DR
HOUSTON TX 77073

PAGE 1 OF 1

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

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

CURRENT VALUES			
LAND MKT VALUE:	48,373	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	48,373	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 9/2025 : \$0.00

ISSUED TO :

ACCOUNT NUMBER:

Hill Creek Surveying and Mapping LLC
126575000100002000

CERTIFIED BY :

Dorinda Alvarado

SMITH COUNTY





Tax Assessor-Collector
Property Tax 903-590-2920
Fax 903-590-2939

Auto Registration 903-590-2900
Fax 903-590-2908

COUNTY OF SMITH

Gary B. Barber - Tax Assessor Collector
Box 2011
Tyler, Texas 75710-2011

September 10, 2025

Name: Hill Creek Surveying and Mapping LLC
Address: 4106 Palo Pinto Creek Cir
City, State, Zip: Tyler, Texas 75703

RE: Property Account Number: 126575000100002000
 Property Owner: LEVEL UP PROPERTY INVESTMENTS LLC
 Property Location: HWY 31 E, 1.9349 ACRES
 Legal Description: FAMILY DOLLAR TYLER BLOCK A LOT 2

To Whom It May Concern:

This letter is pertaining to the Texas Property Code Section 12.002 (c) which states:

“if the taxes for the current year have not been calculated, a statement from the collector for the taxing unit indicating that the taxes to be imposed by that taxing unit for the current year have not been calculated.”

The 2025 taxes have not been calculated as of today's date. Tax bills and statements will be available on or about October 1st of this year.

Doraida Alvarado, Deputy Clerk
For Gary B. Barber
Smith County Tax Assessor- Collector

Note: this form is to be used after September 1 each year until such time as tax bills are calculated on or about October 1st or thereafter each year and is needed by the County Clerk to allow the filing of plats under Texas Property Code Section 12.002 (c).

NOTES:

1. "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."

2. THIS PLAT CREATES 3 LOTS CONTAINING 1.934 ACRES, AMENDING LOT 2, BLOCK A, FAMILY DOLLAR TYLER, AS SHOWN ON PLAT RECORDED IN CABINET F, SLIDE 50-D OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

3. BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS.

4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.

5. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

7. BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0425C, EFFECTIVE DATE SEPTEMBER 26, 2008.

OWNER'S STATEMENT:

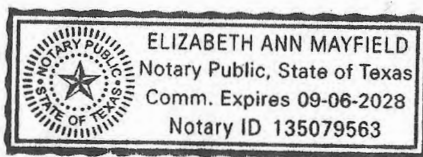
OWNER STATEMENT:
WE, LEVEL UP PROPERTY INVESTMENTS LLC, AM THE OWNER OF THE TRACT OF LAND SHOWN HEREON, AND HEREBY ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

C. N. W.
LEVEL UP PROPERTY INVESTMENTS LLC
(MANAGING MEMBER)

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 11 DAY OF September, 2025.

Elizabeth Ann Mayfield
NOTARY PUBLIC, STATE OF TEXAS



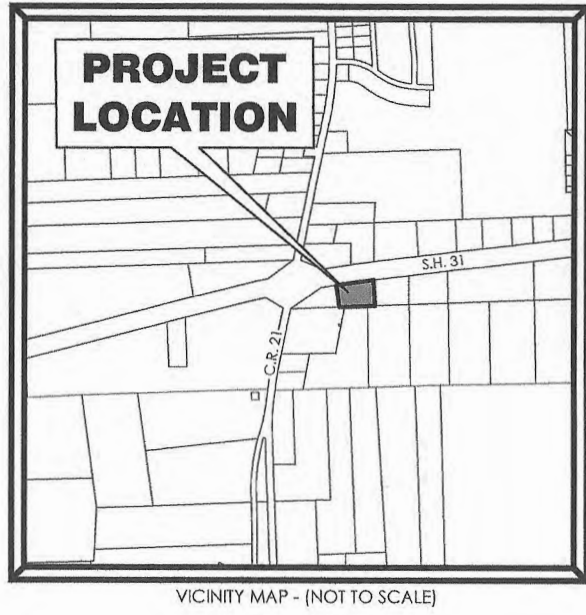
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, BRADY JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7178, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 10TH DAY OF SEPTEMBER, 2025.

Brady Johnson
BRADY JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7178



LEVI HINDS
SURVEY, A-432

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
A-C1	73.67'	11324.56'	0°22'22"	N 82°23'17" E	73.67'
A-C2	176.99'	11294.56'	0°53'52"	S 82°07'32" W	176.99'
A-C3	73.67'	11324.56'	0°22'22"	N 81°51'47" E	73.67'



DRAWN BY: C.C.J.

SCALE: 1" = 30'

CHECKED BY: B.A.J.

DATE: 09/10/2025

JOB NO: 25-54

RE-SUBDIVISION PLAT
LOT 2, BLOCK A - FAMILY DOLLAR TYLER
BEING A PART OF THE
LEVI HINDS SURVEY, A-432
SMITH COUNTY, TEXAS

P.O. BOX 215
FLINT, TX 75762
(903) 504-7802
WWW.HILLCREEKSURVEY.COM
T.B.P.E.L.S. FIRM # 10194960

HILL CREEK
SURVEYING AND MAPPING



SHEET NO.
1 OF 1



COUNTY APPROVAL:

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

COUNTY JUDGE

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

THIS THE ____ DAY OF ____, 2025.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	359.53'	11364.56'	1°48'45"	N 82°05'17" E	359.52'
C2	132.16'	11364.56'	0°39'59"	N 81°30'53" E	132.16'
C3	117.46'	11364.56'	0°35'32"	N 82°08'38" E	117.46'
C4	109.92'	11364.56'	0°33'15"	N 82°43'02" E	109.91'

15

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

Submission Date: 9/15/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	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 August 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:

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 # _____

16

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

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

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

SUBMIT

Office Use Only
Agenda Item # _____

17

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

Submission Date: 9/16/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session - Animal Control Supervisor Position	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.074 PERSONNEL MATTERS SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Animal Control and Shelter Supervisor Position.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

18

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

Submission Date: 9/16/2025	Submitted by: Jennafer Bell
Meeting Date: 9/23/2025	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session - Budget Officer Position	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.074 PERSONNEL MATTERS SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Budget Officer Position.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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