

COMMISSIONERS COURT AGENDA
Tuesday, October 21, 2025
9:30 a.m.



Striving for Excellence

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



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

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, October 21, 2025**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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

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

OPEN SESSION:

PUBLIC HEARING:

1. Receive Public comment regarding the FY 2026 Provider Participation Program Payments pursuant to Texas Health and Safety Code, Chapter 291A.

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action to approve an order authorizing the FY 2026 Smith County Collection of a Mandatory Payment under the Local Provider Participation Fund pursuant to Texas Health and Safety Code, Chapter 291A, and authorize the county judge to sign all related documentation.

RESOLUTIONS

3. Consider and take necessary action to ratify a resolution proclaiming October 15, 2025, as "Genesis Founder's Day" in Smith County.
4. Consider and take necessary action to adopt a resolution proclaiming October 25, 2025, as "Walk to End Alzheimer's Day " in Smith County.

COURT ORDERS

COMMISSIONERS COURT

5. Consider request from the Smith County Young Lawyers Association to authorize the Green Acres Student Center, as the location for 321st District Court proceedings for Smith County National Adoption Day, Friday, November 21, 2025, in compliance with Chapters 291 & 292 of the Texas Local Government Code.
6. Consider and take necessary action to approve the FY26 Public Service Interlocal Agreements between Smith County and the following organizations, and authorize the county judge to sign all related documentation:
 - a. Alzheimer's Alliance,
 - b. CASA for Kids,
 - c. Children's Advocacy Center (CAC),
 - d. Civil Air Patrol,
 - e. ETCADA,
 - f. Meals on Wheels,
 - g. Northeast Texas Public Health District (NET Health),
 - h. PATH,
 - i. Smith County Historical Society,
 - j. St. Paul Children's Foundation,
 - k. Tyler Economic Development Corporation, and
 - l. Tyler Family Circle of Care.

ROAD AND BRIDGE

7. Consider and take necessary action to approve the Interlocal Agreements between Smith County and the following for Road & Bridge Services, and allow the county judge to sign all related documentation:
 - a. City of Noonday, and
 - b. City of Winona.
8. Consider and take necessary action to accept the roadways of Dews Court III into the Smith County Road Maintenance System.

CONSTABLE – PCT 4

9. Consider and take necessary action to appoint Terry Linder to serve as a reserve deputy for the Smith County Precinct 4 Constable's Office.

RECURRING BUSINESS

COMMISSIONERS COURT

10. Consider and take the necessary action to approve the Commissioners Court minutes for September 2025.
11. Receive Commissioners Court recordings for September 2025.

ROAD AND BRIDGE

12. Consider and take necessary action to authorize the county judge to sign the Final Plat for the Brown Subdivision, Precinct 2.
13. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 245, West Gregg Special Utility District, install service line, Precinct 3, and
 - b. County Road 3168, West Gregg Special Utility District, install service line, Precinct 3.

TREASURER'S OFFICE

14. Consider and accept the Treasurer's September monthly report as received.

AUDITOR'S OFFICE

15. Consider and take necessary action to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

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: 10/14/2025

Time: 5:00 p



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/14/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: LPPF - Local Provider Participation Fund (Public Hearing and Order)	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: PUBLIC HEARING: Receive Public comment regarding the FY 2026 Provider Participation Program Payments pursuant to Texas Health and Safety Code, Chapter 291A. Consider and take necessary action to approve an order authorizing the FY 2026 Smith County Collection of a Mandatory Payment under the Local Provider Participation Fund pursuant to Texas Health and Safety Code, Chapter 291A, and authorize the county judge to sign all related documentation.	
Background: A public hearing is required to set the rate for the Smith County LPPF at 6%, which is the same as last years rate. The Smith County LPPF is the statutory mechanism that allows local nonpublic private hospitals to access federal funding to recover uncompensated care costs for each year.	
Financial and Operational Impact: No financial burden on the County. The County collects the mandatory payment from the participating hospitals. In returned the participating hospitals receive federal matching funds to offset the costs of providing federally mandated care.	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Mary Elizabeth Jackson	Email: mary.jackson@christushealth.org
Name: Jacob Holt	Email: holt@gl-law.com
Name: K Smith	Email: ksmith@smith-county.com
Name: T Wilson	Email: twilson@smith-county.com

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/14/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: LPPF - Local Provider Participation Fund (Public Hearing and Order)	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: PUBLIC HEARING: Receive Public comment regarding the FY 2026 Provider Participation Program Payments pursuant to Texas Health and Safety Code, Chapter 291A. Consider and take necessary action to approve an order authorizing the FY 2026 Smith County Collection of a Mandatory Payment under the Local Provider Participation Fund pursuant to Texas Health and Safety Code, Chapter 291A, and authorize the county judge to sign all related documentation.	
Background: A public hearing is required to set the rate for the Smith County LPPF at 6%, which is the same as last years rate. The Smith County LPPF is the statutory mechanism that allows local nonpublic private hospitals to access federal funding to recover uncompensated care costs for each year.	
Financial and Operational Impact: No financial burden on the County. The County collects the mandatory payment from the participating hospitals. In returned the participating hospitals receive federal matching funds to offset the costs of providing federally mandated care.	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Mary Elizabeth Jackson	Email: mary.jackson@christushealth.org
Name: Jacob Holt	Email: holt@gl-law.com
Name: K Smith	Email: ksmith@smith-county.com
Name: T Wilson	Email: twilson@smith-county.com

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

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Agenda Item # _____

STATE OF TEXAS

§
§
§

IN THE COMMISSIONERS COURT

COUNTY OF SMITH

**ORDER AUTHORIZING SMITH COUNTY'S COLLECTION OF A MANDATORY PAYMENT
FOR FISCAL YEAR 2026**

WHEREAS, Section 291A of the Health and Safety Code authorizes Smith County, a political subdivision of the State of Texas (the "County"), to establish a Local Provider Participation Fund ("LPPF") from which the County may make intergovernmental transfers to finance Medicaid payments to hospitals under the Medicaid Section 1115 Waiver and other similar supplemental Medicaid payment programs; and

WHEREAS, pursuant to Section 291A.151 of the Health and Safety Code and the County's LPPF rules and procedures adopted on March 31, 2020, the Commissioners Court wishes to assess a mandatory payment on each institutional health care provider sufficient to support Smith County and the surrounding communities' healthcare safety net and improve the availability of healthcare services in the area.

NOW THEREFORE, BE IT ORDERED that the Commissioners Court of Smith County authorizes Smith County to:

1. Assess a mandatory payment on each institutional health care provider of 6% of net patient revenue for fiscal year 2026; and
2. Use the funds collected through the mandatory payment for the purposes specified in Section 291A.103 of the Health and Safety Code.

PASSED AND APPROVED this 21st day of October 2025.

**HONORABLE NEAL FRANKLIN
COUNTY JUDGE**

**CHRISTINA DREWRY,
COMMISSIONER, PRECINCT 1**

**JOHN MOORE,
COMMISSIONER, PRECINCT 2**

**J SCOTT HEROD,
COMMISSIONER, PRECINCT 3**

**RALPH CARAWAY, SR.,
COMMISSIONER, PRECINCT 4**

ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK

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

Submission Date: 10/1/2025	Submitted by: Comm John Moore
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution - Genesis Founders Day	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to ratify a resolution proclaiming October 15, 2025, as "Genesis Founder's Day" in Smith County.	
Background: Resolution request from Commissioner Moore.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

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Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, in 1990, Phil and Bobbie Burks founded The Genesis Group in Smith County with a bold vision to create innovative solutions for public safety and industry, while operating the business as a vehicle to grow the Kingdom of God; and

WHEREAS, Phil Burks has faithfully declared for 35 years, "This is God's company, I just work there," guiding Genesis with a steadfast commitment to faith-based principles and servant leadership; and

WHEREAS, Genesis has made an immeasurable impact on public safety agencies around the globe through cutting-edge technology that helps keep communities safe, demonstrating excellence and reliability in mission-critical communications; and

WHEREAS, the Genesis Gives Back Program has blessed the Smith County area by generously supporting local charities, schools and community initiatives focused on children, food security, and kingdom-minded causes. The Genesis culture reflects a commitment to prayer, care and generosity that has shaped the lives of employees and inspired countless others in the community and beyond; and

WHEREAS, on October 15, 2025, Genesis employees gathered to celebrate 35 years of business and to honor Phil and Bobbie Burks as the founders of Genesis, marking a milestone in the company's history as Phil focuses more fully on external ministries and expanding his legacy of impact.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through ratification of this Resolution does hereby proclaim October 15, 2025, as

"Genesis Founder's Day"

in Smith County and encourages all citizens to congratulate and thank Phil and Bobbie Burks for their vision, faith and enduring contributions to Smith County and to public safety agencies worldwide.

WITNESS OUR HANDS THIS 21st day of October A.D. 2025.

Neal Franklin

County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/29/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution - Walk to End Alzheimer's Day	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to adopt a resolution proclaiming October 25, 2025, as "Walk to End Alzheimer's Day " in Smith County.	
Background: This resolution came through the website from Rebecca Smith at Alzheimer's Association of Northeast Texas.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, Alzheimer's disease is a progressive neurodegenerative brain disorder which robs individuals of their memories, leads to progressive mental and physical impairments, and to which there is no cure; and

WHEREAS, 6.9 million people age 65 and older in the U.S. are living with Alzheimer's, including 459,300 in Texas, with the projected number expected to increase to 12.7 million nationwide by the year 2050; and

WHEREAS, last year, over 1 million Texas family members and friends provided 1.5 billion hours of unpaid care valued at \$23.9 billion; and

WHEREAS, the early detection of Alzheimer's disease or another dementia can have significant benefits for those diagnosed and their loved ones, including greater access to treatment options that may slow disease progression for those in the early stages of Alzheimer's, as well as the ability to plan for the future. The Walk to end Alzheimer's is the world's largest fundraiser for Alzheimer's care, support, and research.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution, does hereby proclaim October 25, 2025, as

“Walk to End Alzheimer's Day”

in Smith County and call upon all residents, businesses and organizations to join together in supporting this noble cause by participating in the Walk to End Alzheimer's event. Let us demonstrate our unity, compassion and determination to end Alzheimer's disease by walking together and raising awareness about the challenges faced by those affected by this condition.

WITNESS OUR HANDS THIS 21st day of October, A.D. 2025

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4

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

Submission Date: 10/2/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: National Adoption Day - Temporary Courthouse	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider request from the Smith County Young Lawyers Association to authorize the Green Acres Student Center, as the location for 321st District Court proceedings for Smith County National Adoption Day, Friday, November 21, 2025, in compliance with Chapters 291 & 292 of the Texas Local Government Code.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 10/10/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: FY25 Public Service Agency Interlocal Agreements	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the FY26 public service interlocal agreements between Smith County and the following organizations, and authorize the county judge to sign all related documentation:	
Background: a. Alzheimer's Alliance b. CASA for Kids c. Children's Advocacy Center (CAC) d. Civil Air Patrol e. ETCADA f. Meals on Wheels g. Northeast Texas Public Health District (NET Health) h. PATH i. Smith County Historical Society j. St. Paul Children's Foundation k. Tyler Economic Development Corporation l. Tyler Family Circle of Care NextStep, Andrews Center, ETCOG	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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STATE OF TEXAS §
 §
COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
ALZHEIMER'S ALLIANCE OF NORTHEAST TEXAS, INC DBA
ALZHEIMER'S ALLIANCE OF SMITH COUNTY
(FY 2026)**

THIS CONTRACT effective on the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and Alzheimer's Alliance of Northeast Texas, INC dba Alzheimer's Alliance of Smith County, a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("ALZHEIMER'S ALLIANCE"), both parties acting herein under the authority and pursuant to Texas Local Government Code § 81.027 and Texas Health and Safety Code § 61.001, et esq.

W I T N E S S E T H

WHEREAS, COUNTY is authorized pursuant to the Texas Local Government Code § 81.027 to provide for the support of paupers; and

WHEREAS, COUNTY has provided for the general welfare of the paupers and indigent residents of Smith County through assistance with basic needs; and

WHEREAS, COUNTY is authorized pursuant to Texas Health and Safety Code § 61.001, et esq. to provide healthcare services and assistance to eligible county residents;

WHEREAS, ALZHEIMER'S ALLIANCE provides Smith County residents and family's affected by Alzheimer's and dementia with memory screenings, personal consultations, education, support, recreational activities¹, and resources².

WHEREAS, COUNTY believes that it is in the public interest to enter into this services contract with the ALZHEIMER'S ALLIANCE;

¹ Tex. Att'y Gen. Op. Nos. H-127 (1973) authorizes the County to establish and participate in the funding of recreational facilities for elderly individuals.

² The Smith County Alzheimer's Alliance through "Project Life Saver", in collaboration with the Smith County Sheriff's Office and the Tyler Police Department, provides equipment to eligible individuals and family's to assist in locating wandering or missing individuals with Alzheimer's or dementia.

NOW, THEREFORE, COUNTY and ALZHEIMER'S ALLIANCE agree as follows:

1. **Services.** ALZHEIMER'S ALLIANCE will undertake to provide specific services and programs to both families affected by Alzheimer's disease and related dementias and individuals facing a new diagnosis for themselves in Smith County.

2. **Payment.** ALZHEIMER'S ALLIANCE shall provide to COUNTY quarterly and annual financial reports in a form agreed upon by COUNTY and ALZHEIMER'S ALLIANCE and cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility. As consideration for these services COUNTY agrees to pay to ALZHEIMER'S ALLIANCE the full yearly amount of **\$11,808.00, payable in monthly installments**, installments will be payable on the first of each month or reasonably thereafter, or alternative payment arrangement may be made upon mutual agreement between the parties.

Despite this agreed upon method of payment, ALZHEIMER'S ALLIANCE agrees to return to COUNTY any prorated amount of the funds unearned if ALZHEIMER'S ALLIANCE's services are terminated for any reason prior to **September 30, 2026**. ALZHEIMER'S ALLIANCE'S prorated repayment will be due to COUNTY the first day of the month after ALZHEIMER'S ALLIANCE'S service terminates and be made, in full, in one (1) payment.

3. **Records.** ALZHEIMER'S ALLIANCE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times. ALZHEIMER'S ALLIANCE further agrees that COUNTY'S auditors shall have the right to audit ALZHEIMER'S ALLIANCE'S records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and ALZHEIMER'S ALLIANCE.

4. **Independent Contractor/Indemnity.** It is understood and agreed that ALZHEIMER'S ALLIANCE is not and shall not in any sense be considered a partner or joint venture with COUNTY, additionally neither shall ALZHEIMER'S ALLIANCE be considered or in any manner hold itself out as an agent or official representative of COUNTY. ALZHEIMER'S ALLIANCE shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY. ALZHEIMER'S ALLIANCE further agrees to hold COUNTY harmless for any and all claims and/or lawsuits by third parties for any injuries, damages or liability of any kind arising under or occasioned by ALZHEIMER'S ALLIANCE or its volunteers in connection with the services performed pursuant to the provisions contained in this agreement.

5. **Compliance With All Laws.** ALZHEIMER'S ALLIANCE and COUNTY

each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses:

COUNTY:

County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

ALZHEIMER'S ALLIANCE:

Executive Director
3531 S. Broadway Avenue
Tyler, Texas 75701
(903) 509-8323

7. **Assignment.** ALZHEIMER'S ALLIANCE may not assign this contract without the prior written consent of COUNTY.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of ALZHEIMER'S ALLIANCE;
- b. the insolvency of ALZHEIMER'S ALLIANCE, the filing of a petition in bankruptcy either by or against ALZHEIMER'S ALLIANCE, or an assignment by ALZHEIMER'S ALLIANCE for the benefit of creditors;
- c. the breach by ALZHEIMER'S ALLIANCE of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to ALZHEIMER'S ALLIANCE of such breach; or
- d. upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for one (1) year beginning **October 1, 2025, through September 30, 2026.**

10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and

Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** ALZHEIMER'S ALLIANCE and COUNTY agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed on the 29th day of September, 2025.

Attest:

For Smith County, Texas:

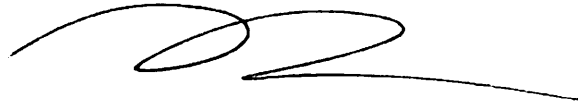
Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For ALZHEIMER'S ALLIANCE:

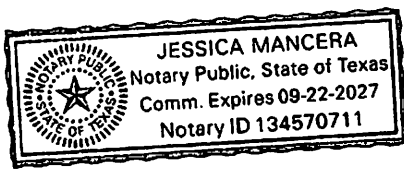
Thomas Wilson
Assistant District Attorney

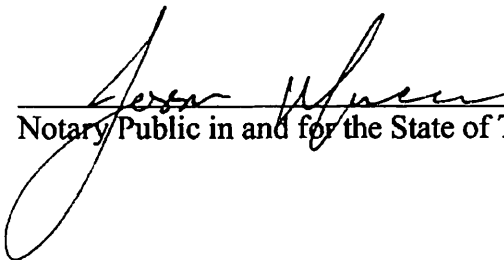

Bonnie Varner
Executive Director

*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *
 *
COUNTY OF SMITH *

This instrument was acknowledged before me on the 29th day of September, 2025, by the authorized representative, Bonnie Varner, Executive Director, on behalf of ALZHEIMER'S ALLIANCE.





Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
CASA FOR KIDS OF EAST TEXAS (CASA)
(FY 2026)**

THIS CONTRACT effective on the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and CASA for Kids of East Texas, a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("CASA"), both parties acting herein under the authority and pursuant to **Texas Family Code § 264.006, et seq.**

WITNESSETH

WHEREAS, COUNTY is authorized pursuant to Texas Family Code § 264.006, to provide for services and support of children in need of protection or care;

WHEREAS, CASA provides services for abused or neglected children of Smith County which COUNTY believes to be "children in need of protection or care";

WHEREAS, CASA trains and supervises community volunteers who are subsequently appointed by juvenile and family court judges to speak for children who are brought before the courts in abuse and neglect cases;

WHEREAS, CASA'S trained community volunteers represent at all times the children's best interests, are in a unique appointed position to be a more effective voice in court for children, impact on children's lives in a positive way by reducing the amount of time children spend in foster care, impact to increase the efficiency of the judicial system thereby saving tax dollars which would otherwise be less efficiently and effectively spent on court costs and legal fees; and

WHEREAS, COUNTY believes that it is in the public interest to enter into this services contract with CASA;

NOW, THEREFORE, COUNTY and CASA agree as follows:

1. **Services.** CASA will undertake to protect and care for children in Smith County and vicinity by actively establishing a volunteer advocate program by recruiting and training qualified community volunteers to serve as court appointed advocates for children in abuse or neglected cases which children CASA also believes to be children in need of protection or care using a full-time director and secretary/bookkeeper.

2. **Payment.** CASA shall provide to COUNTY quarterly and annual financial reports in a form agreed upon by COUNTY and CASA, cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility, provide at a minimum, independent and factual information to the court regarding each child, advocate through the courts for permanent home placement and rehabilitation services for each child, monitor each child to ensure the safety of each child and to prevent unnecessary movement of each child to multiple temporary placements, make reports to the presiding judge and to counsel for the parties involved in each case, establish a system of community education relating to child abuse and neglect, provide referral services to existing community services, see that CASA'S recruitment and training program includes adequate screening procedures for volunteers, and establish procedures to ensure the confidentiality of records or information relating to each child. In return for these services and as its part of the cost, COUNTY agrees to pay to CASA the full yearly amount of **\$50,000.00, payable each month, beginning October 2025 and ending September 2026.** All installments will be payable on the first of each month or reasonably thereafter.

Despite this agreed upon method of payment, CASA agrees to return to COUNTY any prorated amount of the funds unearned if CASA's services are terminated for any reason prior to **September 30, 2026.** CASA'S prorated repayment will be due to COUNTY the first day of the month after CASA'S service terminates and be made, in full, in one (1) payment.

3. **Records.** CASA shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times. CASA further agrees that COUNTY'S auditors shall have the right to audit CASA'S records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and CASA.

4. **Independent Contractor/Indemnity.** It is understood and agreed that CASA is not and shall not in any sense be considered a partner or joint venture with COUNTY, additionally neither shall CASA be considered or in any manner hold itself out as an agent or official representative of COUNTY. CASA shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY. CASA further agrees to hold COUNTY

harmless for any and all claims and/or lawsuits by third parties for any injuries, damages or liability of any kind arising under or occasioned by CASA or its volunteers in connection with the services performed pursuant to the provisions contained in this agreement.

5. **Compliance With All Laws.** CASA and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses:

COUNTY:

County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

CASA:

Executive Director
3616 West Way St.
Tyler, Texas 75703
(903) 597-7725

7. **Assignment.** CASA may not assign this contract without the prior written consent of COUNTY.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of CASA;
- b. the insolvency of CASA, the filing of a petition in bankruptcy either by or against CASA, or an assignment by CASA for the benefit of creditors;
- c. the breach by CASA of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to CASA of such breach; or
- d. upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for one (1) year beginning **October 1, 2025, through September 30, 2026.**

10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The

Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** CASA and COUNTY agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed on the __ day of __ 2025.

Attest:

For Smith County, Texas:

Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For CASA:

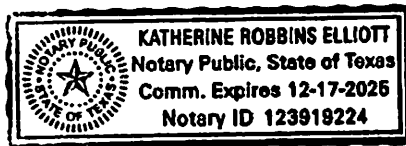
Thomas Wilson
Assistant District Attorney


Mary Jo Burgess
Executive Director

* By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *
 *
COUNTY OF SMITH *

This instrument was acknowledged before me on the 17th day of September, 2025, by the authorized representative, Mary Jo Burgess, Executive Director, on behalf of CASA.



Katherine Robbins Elliott
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
CHILDREN’S ADVOCACY CENTER OF SMITH COUNTY
(FY 2026)**

THIS CONTRACT effective on the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and The Children’s Advocacy Center of Smith County, a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("CAC OF SMITH COUNTY"), both parties acting herein under the authority and pursuant to **Texas Family Code Chapter 264, Subchapter E.**

W I T N E S S E T H

WHEREAS, COUNTY is authorized pursuant to Texas Family Code Chapter 264, Subchapter E. to provide for services and support of children in need of protection or care;

WHEREAS, the CAC OF SMITH COUNTY provides services for abused children of Smith County which COUNTY believes to be "children in need of protection or care”;

WHEREAS, the CAC OF SMITH COUNTY’S brings children together with law enforcement agencies and the Texas Department of Family and Protective Services, Child Protective Services investigators, prosecutors, therapists, and medical personnel in one safe, child-friendly place to protect and restore the lives of abused children through team investigations, healing services, community outreach and strategic partnerships; and

WHEREAS, COUNTY believes that it is in the public interest to enter into this services contract with the CAC OF SMITH COUNTY;

NOW, THEREFORE, COUNTY and the CAC OF SMITH COUNTY agree as follows:

1. **Services.** The CAC OF SMITH COUNTY will undertake to protect and care for children in Smith County by working with local and state investigators, law

enforcement, prosecutors and community stakeholders to protect and restore the lives of abused children throughout Smith County.

2. **Payment.** The CAC OF SMITH COUNTY shall provide to COUNTY quarterly and annual financial reports in a form agreed upon by COUNTY and the CAC OF SMITH COUNTY, cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility, and may use the compensation paid hereunder to perform the services and achieve the broad goals outlined in this agreement and those described in Texas Family Code, Chapter 264, Subchapter E. The COUNTY agrees to pay the CAC OF SMITH COUNTY the full yearly amount of **\$50,000.00**, payable each month, beginning October 2025 and ending September 2026. All installments will be payable on the first of each month or reasonably thereafter.

Despite this agreed upon method of payment, the CAC OF SMITH COUNTY agrees to return to COUNTY any prorated amount of the funds unearned if the CAC OF SMITH COUNTY's services are terminated for any reason prior to **September 30, 2026**. The CAC OF SMITH COUNTY'S prorated repayment will be due to COUNTY the first day of the month after the CAC OF SMITH COUNTY'S service terminates and be made, in full, in one (1) payment.

3. **Records.** The CAC OF SMITH COUNTY shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times. The CAC OF SMITH COUNTY further agrees that COUNTY'S auditors shall have the right to audit the CAC OF SMITH COUNTY'S records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and the CAC OF SMITH COUNTY.

4. **Independent Contractor/Indemnity.** It is understood and agreed that the CAC OF SMITH COUNTY is not and shall not in any sense be considered a partner or joint venture with COUNTY, additionally neither shall the CAC OF SMITH COUNTY be considered or in any manner hold itself out as an agent or official representative of COUNTY. The CAC OF SMITH COUNTY shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY. The CAC OF SMITH COUNTY further agrees to hold COUNTY harmless for any and all claims and/or lawsuits by third parties for any injuries, damages or liability of any kind arising under or occasioned by the CAC OF SMITH COUNTY or its volunteers in connection with the services performed pursuant to the provisions contained in this agreement.

5. **Compliance With All Laws.** The CAC OF SMITH COUNTY and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses:

COUNTY:

County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

CAC OF SMITH COUNTY:

Executive Director
3616 West Way St.
Tyler, Texas 75703
(903) 597-7725

7. **Assignment.** The CAC OF SMITH COUNTY may not assign this contract without the prior written consent of COUNTY.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of the CAC OF SMITH COUNTY;
- b. the insolvency of the CAC OF SMITH COUNTY, the filing of a petition in bankruptcy either by or against the CAC OF SMITH COUNTY, or an assignment by the CAC OF SMITH COUNTY for the benefit of creditors;
- c. the breach by the CAC OF SMITH COUNTY of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to the CAC OF SMITH COUNTY of such breach; or
- d. upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for one (1) year beginning **October 1, 2025, through September 30, 2026.**

10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** The CAC OF SMITH COUNTY and COUNTY agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed on the _____ day of _____, 2025.

Attest:

For Smith County, Texas:

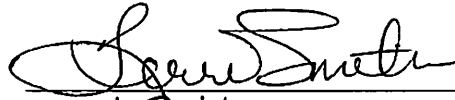
Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For CAC OF SMITH COUNTY:

Thomas Wilson
Assistant District Attorney

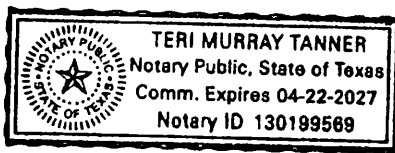

Terri Smith
~~Executive Director~~ Chief Executive Officer

*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *
 *
COUNTY OF SMITH *

This instrument was acknowledged before me on the 17 day of September, 2025, by the authorized representative, Tari Smith, Executive Director, on behalf of the CAC OF SMITH COUNTY.

Chief



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF SMITH §

**CONTRACT
FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
CIVIL AIR PATROL
FISCAL YEAR 2026**

THIS CONTRACT effective the 1st day of October, 2025, by and between SMITH COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("SMITH COUNTY"), and the Civil Air Patrol ("CAP"), operating by and through its Tyler Composite Squadron SWR-TX-085, hereinafter referred to as ("CAP TYLER SQUADRON"), in accordance with Texas Government Code § 418.107.

WITNESSETH

WHEREAS, SMITH COUNTY has an interest in supporting the efficient and effective administration of the emergency response and public health and safety;

WHEREAS, Civil Air Patrol is a Congressionally-chartered non-profit corporation established under 36 U.S.C. §§ 40301-40307 ("CAP" or "CAP Corporation") that serves as the official civilian auxiliary of the United States Air Force. Its subordinate unit, CAP TYLER SQUADRON provides educational opportunities, assistance with inland search and rescue missions, assistance with aerial imagery, and provides disaster relief and emergency assistance during a local, state, or national disaster; and

WHEREAS, SMITH COUNTY believes that it is in the public interest to enter in to this contract for public services with CIVIL AIR PATROL.

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Services and Public Benefit.** CAP TYLER SQUADRON will operate as an independent contractor in Smith County, Texas. All funds provided under this agreement will be used solely for the purpose of equipping, maintaining and provision of utilities to a squadron base for the CAP TYLER SQUADRON, located at Tyler Pounds Regional

Airport. This squadron base is necessary for the effective and efficient provision of emergency management services to SMITH COUNTY.

2. **No Federal Reimbursement.** Dual payment/compensation or double billing is prohibited by federal law and may not be requested or accepted by CAP for activities funded by CAP National Headquarters or from any other source (i.e. another federal agency). CAP represents and SMITH COUNTY agrees that none of the uses of funding under this contract will be the subject of any reimbursement request by CAP, or CAP TYLER SQUADRON to the federal government. This contract is between CAP Corporation and SMITH COUNTY and is not an agreement with CAP as the Air Force Auxiliary.
3. **Reports/Payments.** CAP TYLER SQUADRON shall provide to Smith County quarterly and annual financial reports in a form agreed upon by SMITH COUNTY and CAP TYLER SQUADRON shall cooperate with inspections and audits that SMITH COUNTY or the auditor on behalf of the SMITH COUNTY may make to ensure services standards and fiscal responsibility.

In return for the services and as its parts of the cost, SMITH COUNTY agrees to pay from funding provided by the SMITH COUNTY to CAP TYLER SQUADRON the full yearly amount of **\$6,000 payable prior to the end of FY2026 or September 30, 2026.**

Despite this agreed upon method of payments, CAP TYLER SQUADRON agrees to return to SMITH COUNTY the amount representing the prorated amount of the funds unearned if CAP TYLER SQUADRON's services are terminated for any reason or if CAP TYLER SQUADRON fails to move forward with provision of public services.

4. **Records.** CAP TYLER SQUADRON shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and SMITH COUNTY or the auditor on behalf of the SMITH COUNTY shall have the right to inspect such records at all reasonable times. CAP TYLER SQUADRON further agrees that SMITH COUNTY's auditors shall have the right to audit CAP TYLER SQUADRON records on an annual basis along with their regular review of records in a manner and form to be agreed upon by SMITH COUNTY and CAP TYLER SQUADRON.
5. **Independent Contractor/Indemnity.** It is understand and agreed that CAP TYLER SQUADRON is not and shall not in any sense be considered an employee, partner or joint venture with SMITH COUNTY, additionally neither shall CAP TYLER SQUADRON be considered or in any manner hold itself out as an agent or official representative of SMITH COUNTY. CAP TYLER SQUADRON shall be considered an independent contractor for

purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the SMITH COUNTY.

CAP TYLER SQUADRON further agrees to hold SMITH COUNTY harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by CAP TYLER SQUADRON.

6. **Compliance With All Laws.** CAP TYLER SQUADRON and SMITH COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state, and federal requirements.
7. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

SMITH COUNTY:

SMITH COUNTY
200 E. Ferguson, 1st Floor
Tyler, Texas 75702

CAP TYLER SQUADRON:

Civil Air Patrol, SWR-TX-085
1594 Dixie Drive
Tyler, Texas 75704

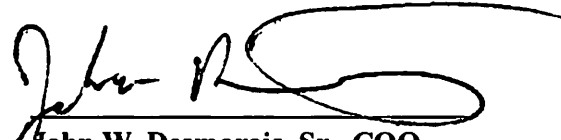
8. **No Assignment.** This contract may not be assigned.
9. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:
 - a. the termination of the corporate existence of CAP;
 - b. the insolvency of CAP, the filing of a petition of bankruptcy either by or against CAP, or an assignment by CAP for the benefit of creditors;
 - c. the breach by CAP or CAP TYLER SQUADRON of any of the terms of this agreement and the continuation of such a breach for a period of ten (10) days after written notice is given by SMITH COUNTY to CAP TYLER SQUADRON of such breach.
 - d. upon SMITH COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.
10. **Term.** The stated term of this agreement shall be until September 30, 2026 but with on-going contractual obligations by CAP TYLER SQUADRON extending beyond the termination date (and the payment of funds by SMITH COUNTY).
10. **Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees,

including, but not limited to, license fees, insurance premiums, and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local Laws, ordinances and regulations regarding its own employees.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
13. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed this 19th day of September, 2025:

FOR CAP:



John W. Desmarais, Sr., COO
CIVIL AIR PATROL

FOR SMITH COUNTY:

Neal Franklin
SMITH COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM*:

Karen Phillips
SMITH COUNTY CLERK

Thomas Wilson
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCDAO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF ALABAMA *
COUNTY OF MONTGOMERY *

The instrument was acknowledged before me on the 19th day of September, 2025, by John W. Desmarais, Sr., Chief Operating Officer, Civil Air Patrol, a congressionally-chartered non-profit corporation, on behalf of the Corporation.


Notary Public, State of Alabama

My Commission Expires
July 1, 2029

STATE OF TEXAS §

COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS AND
EAST TEXAS COUNCIL ON ALCOHOLISM & DRUG ABUSE
(ETCADA)
(FY 2026)**

THIS CONTRACT, effective the 22nd day of September 2025, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and East Texas Council on Alcoholism & Drug Abuse, a non-profit entity providing public health benefits, hereinafter referred to as ("ETCADA"), both parties acting herein under the authority and pursuant to Texas statutes, including but not limited to Local Government Code. **Tex. Loc. Gov't Code § 81.027, *et seq.***

WITNESSETH

WHEREAS, COUNTY is authorized pursuant to Section 81.027 of the Texas Local Government Code to provide for services to and support of indigent residents in need of public health services; and

WHEREAS, ETCADA provides an array of services related to alcoholism and drug abuse, including screening, education, prevention, and support services; and

WHEREAS, COUNTY believes that it is in the public interest to enter into this services contract with ETCADA;

NOW, THEREFORE, COUNTY and ETCADA agree as follows:

1. **Services.** ETCADA will undertake to provide various services related to alcoholism and substance misuse, including but not limited to education, prevention, and support services. ETCADA may use the compensation paid hereunder to perform the services and achieve the broad goals outlined in this agreement.

2. **Reports/Payment.** ETCADA shall provide to COUNTY quarterly and annual financial reports in a form agreed upon by COUNTY and ETCADA relating to its activities and shall cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility. In return for these services and as its part of the cost, COUNTY agrees to pay to ETCADA the full yearly amount of \$4,000.00, payable in monthly installments. All installments will be payable on the first of each month or reasonably thereafter.

Despite this agreed upon method of payment, ETCADA agrees to return to COUNTY the prorated amount of the funds unearned if ETCADA'S services are terminated for any reason prior to September 30, 2026. ETCADA'S prorated repayment will be due to COUNTY the first day of the month after ETCADA'S service terminates and be made, in full, in one (1) payment.

3. **Records.** ETCADA shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times. ETCADA further agrees that COUNTY'S auditors shall have the right to audit ETCADA records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and ETCADA.

4. **Independent Contractor/Indemnity.** It is understood and agreed that ETCADA is not and shall not in any sense be considered an employee, partner, or joint venturer with COUNTY, additionally neither shall ETCADA be considered or in any manner hold itself out as an agent or official representative of COUNTY. ETCADA shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY. ETCADA further agrees to hold COUNTY harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by ETCADA.

5. **Compliance with all Laws.** ETCADA and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

COUNTY:
COUNTY JUDGE
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

ETCADA:
Juanita Fail, CEO
708 Glencrest Lane
Longview, Texas 75601
(903) 753-7633

7. **Assignment.** ETCADA may not assign this contract without the prior written consent of COUNTY.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. The termination of the existence of ETCADA;
- b. The insolvency of ETCADA, the filing of a petition in bankruptcy either by or against ETCADA, or an assignment by ETCADA for the benefit of creditors;
- c. The breach by ETCADA of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to ETCADA of such breach.
- d. Upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for one (1) year beginning October 1, 2025, through September 30, 2026.

10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** ETCADA and COUNTY agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed this 22nd day of September, 2025:

Attest:

For Smith County, Texas:

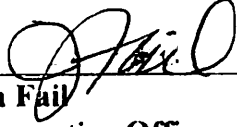
Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For ETCADA:

Thomas Wilson
Assistant District Attorney

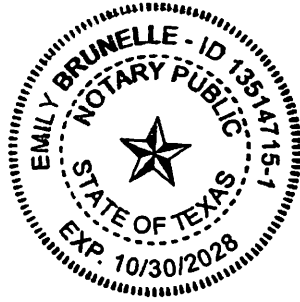

Juanita Fail
Chief Executive Officer

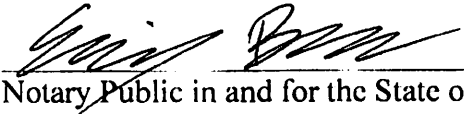
*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCDAO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *

COUNTY OF SMITH *

This instrument was acknowledged before me on the 22nd day of September, 2025, by the authorized representative, Juanita Fail, on behalf of ETCADA.




Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
MEALS ON WHEELS MINISTRY, INC.
(FY 2026)**

THIS CONTRACT, effective the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and Meals on Wheels Ministry, Inc., a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("MOWM"), both parties acting herein under the authority and pursuant to **Texas Local Government Code § 81.027, *et seq.***

W I T N E S S E T H

WHEREAS, COUNTY is authorized pursuant to the Texas Local Government Code § 81.027, *et seq.* to provide for the support of paupers;

WHEREAS, COUNTY has provided for the general welfare of the paupers and indigent residents of Smith County through assistance with delivery of meals to the elderly and indigent;

WHEREAS, It is expressly part of MOWM'S purpose to attempt to provide private faith-based resources for the indigent and needy residents of Smith County; and

WHEREAS, COUNTY believes that it is in the public interest to enter into this services contract with MOWM to efficiently distribute the assistance with meals to the elderly and indigent residents of Smith County;

NOW THEREFORE, COUNTY and MOWM agree as follows:

1. **Services.** MOWM will undertake, in addition to its other concerns, to distribute assistance with delivery of meals to elderly and indigent residents of Smith County.

2. **Payment.** MOWM shall provide to COUNTY quarterly and annual financial reports in a form agreed upon by COUNTY and MOWM and cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility. As consideration for these services COUNTY agrees to pay to MOWM the full yearly amount of **\$15,000.00, payable in monthly installments.** All installments will be payable on the first of each month or reasonably thereafter.

Despite this agreed upon method of payment, MOWM agrees to return to COUNTY the prorated amount of funds unearned if BOARD'S services are terminated for any reason prior to **September 30, 2026.** SCMOW'S prorated repayment will be due to COUNTY the first day of the month after SCMOW'S service terminates and be made, in full, in one (1) payment.

3. **Records.** MOWM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract, and COUNTY shall have the right to inspect such records at all reasonable times. MOWM further agrees that COUNTY'S auditors shall have the right to audit MOWM'S records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and SCMOW.

4. **Independent Contractor/Indemnity.** It is understood and agreed that MOWM is not and shall not in any sense be considered a partner or joint venturer with COUNTY, additionally neither shall MOWM be considered nor in any manner hold itself out as an agent or official representative of COUNTY. MOWM shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY.

MOWM further agrees to indemnify and hold COUNTY harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by MOWM or its counselors or volunteers in connection with this agreement.

5. **Compliance With All Laws.** MOWM and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

COUNTY:

Neal Franklin, County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

MOWM:

Tiffany Damskov
Executive Director
3001 Robertson Road
Tyler, Texas 75712
(903) 593-7385

7. **Assignment.** MOWM may not assign this contract without the prior written consent of COUNTY.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. The termination of the corporate existence of SCMOW;
- b. The insolvency of SCMOW, the filing of a petition in bankruptcy either by or against SCMOW, or an assignment by MOWM for the benefit of creditors;
- c. The breach by MOWM of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to MOWM of such breach.
- d. A lack of funding in the COUNTY'S budget to cover the terms of this contract.
- e. Upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for one (1) year effective **October 1, 2025, through September 30, 2026.**

10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The

Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** MOWM and COUNTY agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed this 23rd day of September, 2025:

Attest:

For Smith County, Texas:

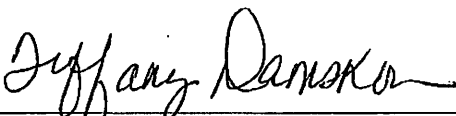
Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For SCMOW:

Thomas Wilson
Assistant District Attorney

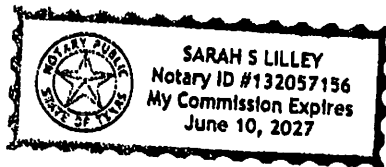


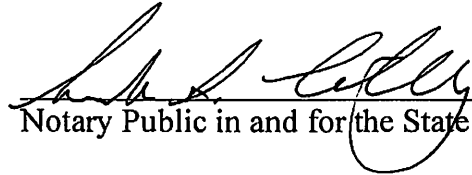
Tiffany Damskov
Executive Director

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCD AO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**STATE OF TEXAS
COUNTY OF SMITH**

This instrument was acknowledged before me on the 23rd day of September, 2025, by Tiffany Damskov, Executive Director of SCMOW, a Texas nonprofit corporation, on behalf of the corporation.




Notary Public in and for the State of Texas

**COUNTY OF SMITH
STATE OF TEXAS**

**FUNDING AMENDMENT FOR FISCAL YEAR 2025-2026
NORTHEAST TEXAS PUBLIC HEALTH DISTRICT COOPERATIVE AGREEMENT**

WHEREAS, the City of Tyler, Texas, and Smith County, Texas, as operating members, entered into a cooperative agreement to create the Northeast Texas Public Health District (formerly Smith County Public Health District), as of October 1, 1993; and

WHEREAS, an amendment to the original cooperative agreement setting forth the City's funding of the budget approved for operation of the District for fiscal year 2025-2026 of \$200,000.00 was approved by the Tyler City Council on September 10, 2025; and

WHEREAS, an amendment to the original cooperative agreement setting forth the County's funding of the budget approved for the operation of the District for fiscal year 2025-2026 of \$200,000 was approved by Smith County on ____, 2025; and

WHEREAS, an amendment is needed to reflect the budget approved for operation of the District for fiscal year 2025-2026;

NOW, THEREFORE, BE IT RESOLVED THAT:

PART 1: The City operating member's budget for operation of the Northeast Texas Public Health District for fiscal year 2025-2026, is fully incorporated into the original Smith County Public Health District Cooperative Agreement and thereby replaces any references in Article III.A. of the original agreement to the fiscal year 1993-94 budgeted amounts.

PART 2: The County operating member's budget for operation of the Northeast Texas Public Health District for fiscal year 2025-2026, is fully incorporated into the original Smith County Public Health District Cooperative Agreement and thereby replaces any references in Article III.A. of the original agreement to the fiscal year 1993-94 budgeted amounts.

PART 3: All remaining provisions set forth in the Smith County Public Health District Cooperative Agreement, as amended in writing, are in full force and effect and are not modified by this amendment.

SIGNED this ____ day of October , 2025.

FOR CITY OF TYLER, TEXAS

FOR SMITH COUNTY, TEXAS

EDWARD BROUSSARD, CITY MANAGER

NEAL FRANKLIN, SMITH
COUNTY JUDGE

ATTEST:

CASSANDRA BRAGER, CITY CLERK

APPROVED:

DEBORAH G. PULLUM, CITY ATTORNEY

ATTEST:

KAREN PHILLIPS, COUNTY CLERK

APPROVED

THOMAS WILSON, SMITH
COUNTY CIVIL ATTORNEY

STATE OF TEXAS
COUNTY OF SMITH

§
§
§

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
PATH
(FISCAL YEAR 2026)**

THIS CONTRACT effective on the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and PATH, a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("PATH"), both parties acting herein under the authority and pursuant to Texas Local Government Code. Tex. Loc. Gov't Code § 81.027, *et seq.*

WHEREAS, COUNTY is authorized pursuant to the Texas Local Government Code § 81.027 to provide for the support of paupers; and

WHEREAS, COUNTY has provided for the general welfare of the paupers and indigent residents of Smith County through assistance with basic needs; and

WHEREAS, It is expressly part of PATH'S purpose to attempt to provide private faith-based resources for the indigent and needy resident of Smith County; and

WHEREAS, COUNTY believes that it is in the public interest to enter into this contract with PATH to efficiently distribute the assistance to the indigent residents of Smith County

NOW, THEREFORE, COUNTY and PATH agree as follows

I. Services. PATH will undertake, addition to other concerns, to serve to determine eligibility and issue assistance payments to the needy based on the following criteria:

Eligibility:

A person is eligible for financial assistance for basic necessities under the following criteria, so long as funds are available:

1. Reported household income is at or below the current Federal Poverty Guideline as determined by the Department of Health and Human Services.
2. Must show proof of residency in Smith County at the time requesting assistance.

3. Must show proof of identity through a valid governmentally-issued photo ID or sufficient supporting documentation to obtain a Texas ID through the Department of Public Safety.
4. A person is eligible for assistance once every six (6) months.

II. Payment: PATH shall provide to COUNTY quarterly and annual financial reports in a form agreed upon by COUNTY and PATH and cooperate with inspections and audits that COUNTY may make to ensure service standards and fiscal responsibility. As consideration for these services COUNTY agrees to pay to PATH the full yearly amount of **\$6,000.00, payable in monthly installments**, installments will be payable on the first of each month or reasonably thereafter, or alternative payment arrangement may be made upon mutual agreement between the parties.

Despite this agreed upon method of payment, PATH agrees to return to COUNTY the prorated amount of the funds unearned if PATH'S services are terminated for any reason prior to **September 30, 2026**. PATH'S prorated repayment will be due to COUNTY the first day of the month after PATH'S service terminates and be made, in full, in one (1) payment.

III. Records: PATH shall keep sufficient records all of expenditures in connection with services rendered pursuant to this contract, and COUNTY shall have the right to inspect such records at all reasonable times. PATH further agrees that COUNTY'S auditors shall have the right to audit PATH'S records on an annual basis along with their regular review of COUNTY records in a manner and for to be agreed upon by COUNTY and PATH.

IV. Independent Contractor/Indemnity: It is understood and agreed that PATH is not and shall not in any sense be considered a partner or joint venture with the COUNTY, additionally neither shall PATH be considered nor in any manner hold itself out as an agent or official representative of the COUNTY. PATH shall be considered an independent contractor for the purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY.

PATH further agrees to indemnify and hold the COUNTY harmless of any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by PATH or its counselors or volunteers in connection with this agreement.

V. Compliance with All Laws. PATH and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

VI. Notice: Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

COUNTY:
County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

PATH:
Executive Director
402 W. Front Street
Tyler, Texas 75702
(903) 597-4044

VII. Assignment: PATH may not assign this contract without the prior written consent of COUNTY.

VII. Termination: Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. The termination of the corporate existence of PATH;
- b. The insolvency of PATH, the filing of a petition in bankruptcy either by or against PATH, or an assignment by PATH for the benefit of creditors;
- c. The breach by PATH of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to PATH of such breach.
- d. A lack of funding in the COUNTY'S budget to cover the terms of this contract;
- e. Upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

IX. Term: The term of this agreement shall be effective from **October 1, 2025 through September 30, 2026.**

X. Employees: The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and similar taxes or expenses related to such employees, including, but not limited to license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, state and Local laws, ordinance and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control, and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI. Venue & Applicable Law: Venue of this contract shall be Smith County, Texas, and laws of the State of Texas shall govern all terms and conditions.

XII. Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII. Mediation: PATH and COUNTY agree to use mediation for dispute resolution prior to any formal legal action being taken on this agreement.

EXECUTED the 22 day of September 2025.

ATTEST:

FOR SMITH COUNTY:

BY: _____
Karen Phillips
County Clerk

BY: _____
Neal Franklin
County Judge

APPROVED AS TO FORM*:

FOR PATH:

BY: _____
Thomas Wilson
Assistant District Attorney

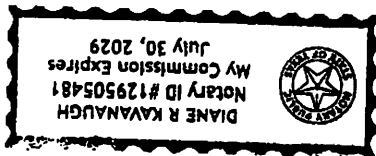
BY: *Andrea Wilson*
Andrea Wilson
PATH Executive Director

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCDAO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

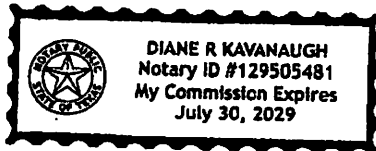
State of Texas §

County of Smith §

This instrument was acknowledged before me on the 22 day of September, 2025, by Andrea Wilson, Executive Director of PATH, a Texas nonprofit corporation, on behalf of the corporation.



Diane R. Kavanaugh
Notary Public in and for the State of Texas



STATE OF TEXAS §
 §
COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
SMITH COUNTY HISTORICAL SOCIETY
(FISCAL YEAR 2026)**

THIS CONTRACT, effective the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and Smith County Historical Society, a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("SOCIETY"), both parties acting herein under the authority and pursuant to **Texas Local Government Code § 318.009**.

W I T N E S S E T H

WHEREAS, COUNTY is authorized pursuant to the Texas Local Government Code § 318.009 to enter into an agreement with SOCIETY and to appropriate funds from the general fund of COUNTY for the purpose of discover, collect, preserve data, records and items related to any historically significant to the county, and preparing, publishing, educating, and disseminating a history of the county; and

WHEREAS, COUNTY desires to specifically contract with SOCIETY for SOCIETY to provide public education, maintain an archival collection of objects of any kind that are historically significant to the county, and prepare, publish, disseminate a history of the county, and maintain and operate museums and maintenance of Camp Ford Historical sites.

NOW, THEREFORE, COUNTY and SOCIETY agree as follows:

1. **Services**. SOCIETY agrees to purchase objects and collection of objects of any kind that are historically significant to the county, and prepare, publish, and disseminate a history of the county as well as maintain an archival collection accessible to the public for research and educational purpose concerning the history of Smith County. SOCIETY will operate museums and collaborate with other museums for the preservation of historical artifacts related to Smith County history including the maintenance of operation of Camp Ford Historical Site. SOCIETY further agrees to submit an annual report to COUNTY including a description erected of collections of objects purchased which are historically

significant to the county, and copies of its historical publication relating to the covering the term of this contract.

2. **Payment.** SOCIETY shall provide COUNTY with a quarterly activity report in a form agreed upon by COUNTY and SOCIETY showing ~~actual historical markers erected~~ *and* services rendered pursuant to this contract during the quarter in question. In return for this service, COUNTY agrees to pay SOCIETY the annual amount of **\$3,750.00, payable in monthly installments.** All installments will be payable on the first of each month or reasonably thereafter. *JMS*

Despite this agreed upon method of payment, SOCIETY agrees to return to COUNTY the prorated amount of the funds unearned if SOCIETY'S services are terminated for any reason prior to **September 30, 2026.** SOCIETY'S prorated repayment will be due to COUNTY the first day of the month after SOCIETY'S service terminates and be made, in full, in one (1) payment.

3. **Records.** SOCIETY will keep sufficient records of all its expenditure and correspondence in connection with responsibilities pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times. SOCIETY further agrees that COUNTY'S auditors shall have the right to audit SOCIETY'S records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and SOCIETY.

4. **Independent Contractor/Indemnity.** It is understood and agreed that SOCIETY shall not in any sense be considered a partner or joint venture with COUNTY, nor be considered, nor in any manner, hold itself out as an agent or official representative of COUNTY. SOCIETY further agrees to hold COUNTY harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by SOCIETY, its officers, agents or employees in connection with this agreement.

5. **Compliance With All Laws.** SOCIETY and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state, and federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses:

COUNTY:
County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

SOCIETY:
President: Julius A Bergfeld
125 S. College Ave.
Tyler, Texas 75702
(903) 592-5993

7. **Assignment.** SOCIETY may not assign this contract without the prior written consent of COUNTY.

8. Termination. Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the giving of written notice by either party to the other party at least ninety (90) days prior to the desired effective termination date;
- b. the termination of the corporate existence of SOCIETY;
- c. the insolvency of SOCIETY, the filing of a petition in bankruptcy, either by or against SOCIETY, or an assignment by SOCIETY for the benefit of creditors;
- d. the breach by SOCIETY of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to SOCIETY of such breach; or
- e. upon COUNTY'S sole discretion with or without cause by providing thirty (30) days written notice.

9. Term. The term of this agreement shall be for one (1) year beginning **October 1, 2025, through September 30, 2026.**

10. Employees. The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. Venue & Applicable Law. Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. Severability. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. Mediation. SOCIETY and COUNTY agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

Executed this _____ day of _____, 2025:

Attest:

For Smith County, Texas:

Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For Smith County Historical Society:

Thomas Wilson
Assistant District Attorney

J.A. Burgfeld
President

*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

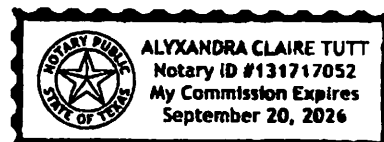
STATE OF TEXAS *

*

COUNTY OF SMITH *

This instrument was acknowledged before me on the 24 day of SEPTEMBER, 2025, by J.A. Burgfeld, the authorized representative of the Smith County Historical Society, a Texas non-profit corporation, on behalf of the corporation.

Alyxandra Claire Tutt
Notary Public in and for the State of Texas



STATE OF TEXAS §

COUNTY OF SMITH §

**CONTRACT
FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
ST. PAUL CHILDREN'S FOUNDATION
(FY 2026)**

THIS CONTRACT effective on the 1st day of October 2025, by and between SMITH COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("SMITH COUNTY"), and the ST. PAUL CHILDREN'S FOUNDATION, hereinafter referred to as ("ST PAUL").

WITNESSETH

WHEREAS, SMITH COUNTY has an interest in supporting the efficient and effective administration of the public health and safety;

WHEREAS, ST PAUL run a weekly food pantry providing healthy food for children and families of East Texas as well as helping children with things like new shoes and school uniforms.

WHEREAS, SMITH COUNTY believes that it is in the public interest to enter this contract for public services with ST PAUL;

WHEREAS, the SMITH COUNTY has available public service funds during FY2026, and such funds are intended to be used for public health and safety obligations of SMITH COUNTY.

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Services and Public Benefit.** ST PAUL will operate as an independent contractor in Smith County, Texas. ST PAUL may use the compensation paid hereunder to perform the services and achieve the broad goals outlined in this agreement.
2. **Reports/Payments.** ST PAUL shall provide to Smith County quarterly and annual financial reports in a form agreed upon by SMITH COUNTY and ST PAUL and ST PAUL shall cooperate, subject to the terms and conditions of this contract, with inspections and audits

provided for herein that SMITH COUNTY or the auditor on behalf of the SMITH COUNTY may make to ensure services standards and fiscal responsibility.

In return for the services and as its parts of the cost, SMITH COUNTY agrees to pay from funding provided by SMITH COUNTY to ST PAUL the full yearly amount of **\$5,000 payable prior to the end of FY2026, September 30, 2026.**

Despite this agreed upon method of payments, ST PAUL agrees to return to SMITH COUNTY the amount representing the prorated amount of the funds unearned if ST PAUL's services are terminated for any reason or if ST PAUL fails to move forward with provision of public services.

3. **Records.** ST PAUL shall keep reasonably sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and SMITH COUNTY or the auditor on behalf of the SMITH COUNTY shall have the right to inspect such records at all reasonable times. ST PAUL further agrees that SMITH COUNTY's auditors shall have the right to audit ST PAUL records with respect to its expenditures in connection with services rendered pursuant to this contract on an annual basis along with their regular review of records in a manner and form to be agreed upon by SMITH COUNTY and ST PAUL.
4. **Independent Contractor/Indemnity.** It is understood and agreed that ST PAUL is not and shall not in any sense be considered an employee, partner, or joint venture with SMITH COUNTY. Additionally, ST PAUL shall not be considered or in any manner hold itself out as an agent or official representative of SMITH COUNTY. ST PAUL shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of SMITH COUNTY and/or Smith County, Texas. ST PAUL further agrees to hold SMITH COUNTY and/or Smith County harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by ST PAUL.
5. **Compliance With All Laws.** ST PAUL and SMITH COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state, and federal requirements.
6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

<u>SMITH COUNTY:</u> SMITH COUNTY 200 E. Ferguson, 1 st Floor Tyler, Texas 75702	<u>ST PAUL:</u> ST. PAUL CHILDREN'S FOUNDATION 1358 East Richards Street Tyler, Texas 75710
---	---
7. **No Assignment.** This contract may not be assigned.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:
- a. the termination of the corporate existence if ST PAUL;
 - b. the insolvency of ST PAUL, the filing of a petition of bankruptcy either by or against ST PAUL, or an assignment by ST PAUL for the benefit of creditors;
 - c. the breach by ST PAUL of any of the terms of this agreement and the continuation of such a breach for a period of ten days after written notice is given by SMITH COUNTY to ST PAUL of such breach.
 - d. upon SMITH COUNTY's sole discretion with or without cause by providing 30 days written notice.
9. **Term.** The term of this agreement shall be for one (1) year effective **October 1, 2025, through September 30, 2026.**
10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.
11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
13. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
14. **Proof of Non-Profit Status.** ST PAUL has provided proof of status as a 501(c)(3) non-profit corporate entity under the interlocal agreement executed with SMITH COUNTY in fiscal year 2015. ST PAUL agrees to notify SMITH COUNTY if there are any changes to its 501(c)(3) non-profit status.

EXECUTED on the _____ day of September, 2025.

FOR SMITH COUNTY:

Neal Franklin
County Judge

ATTEST:

Karen Phillips
SMITH COUNTY CLERK

FOR ST PAUL:

Crystal Smoker
Operations Director

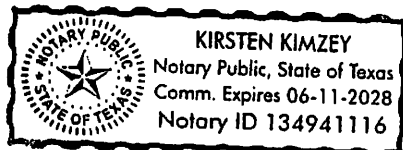
APPROVED AS TO FORM*:

Thomas Wilson
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCD AO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *
COUNTY OF SMITH *

The instrument was acknowledged before me on the 25 day of September, 2025, by Crystal Smoker, an authorized agent of the ST PAUL CHILDREN'S FOUNDATION, a Texas non-profit corporation, on behalf of the corporation.



Kirsten Kimzey
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF SMITH §

**CONTRACT FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS AND
TYLER ECONOMIC DEVELOPMENT COUNCIL, INC.
(TEDC)
(FISCAL YEAR 2026)**

THIS CONTRACT, effective the **1st day of October, 2025**, by and between Smith County, a political subdivision of the State of Texas acting through her governing body, hereinafter referred to as ("COUNTY"), and Tyler Economic Development Council, Inc., a non-profit corporation chartered under the laws of the State of Texas, hereinafter referred to as ("TEDC"), both parties acting herein under the authority and pursuant to **Texas Local Government Code § 381.004, et seq.**

WITNESSETH

WHEREAS, COUNTY is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in Smith County; and

WHEREAS, COUNTY is authorized to contract with TEDC for the administration of such a program and to use county funds for the program; and

WHEREAS, COUNTY desires to specifically contract with TEDC to administer such a program and it is considered to be in the best interest of both COUNTY and TEDC for TEDC to provide this economic development service to COUNTY;

NOW THEREFORE, COUNTY and TEDC agree as follows:

1. **Services.** TEDC will undertake to administer and continually develop an aggressive economic development program for COUNTY and vicinity to include, but not limited to: (1) encouraging and assisting expansion by local manufacturers, (2) developing new businesses, (3) marketing Tyler/Smith County to targeted industries such as the medical industry, (4) making Tyler/Smith County more competitive by creating incentives for companies to do business in our area, and (5) using a full-time staff person(s) to accomplish the goals one (1)

through five (5) listed above. Additionally, TEDC will provide consultation and input with regard to economic development on behalf of COUNTY.

2. **Payment.** TEDC shall provide to COUNTY a monthly expense and activity report in a form agreed upon by COUNTY and TEDC showing actual monthly expenses and services performed for this economic development program. In return for this service and as its part of the cost, COUNTY agrees to contribute to TEDC the full yearly amount of **\$75,000.00** payable in monthly installments. All installments will be payable on the first of each month or reasonably thereafter.

Despite this agreed upon method of payment, TEDC agrees to return to COUNTY the prorated amount of funds unearned if TEDC'S services are terminated for any reason prior to **September 30, 2026**. TEDC'S prorated repayment will be due to COUNTY the first day of the month after TEDC'S service terminates and be made, in full, in one (1) payment.

3. **Records.** TEDC shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and COUNTY shall have the right to inspect such records at all reasonable times. TEDC further agrees that COUNTY'S auditors shall have the right to audit TEDC'S records on an annual basis along with their regular review of COUNTY records in a manner and form to be agreed upon by COUNTY and TEDC. TEDC understands that all records made available to COUNTY and held by COUNTY are generally subject to disclosure under the Texas Open Records Act, Texas Government Code, Chapter 550.

4. **Independent Contractor/Indemnity.** It is understood and agreed that TEDC shall not in any sense be considered an employee, partner or joint venture with COUNTY, nor shall TEDC be considered nor in any manner hold itself out as an agent or official representative of COUNTY. TEDC shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expenses or liability on behalf of the COUNTY. TEDC further agrees to indemnify and hold COUNTY harmless for any and all claims by third parties for any injuries, claims, damages, or liability of any kind arising out of the services as herein described that TEDC performs in connection with this agreement.

5. **Compliance With All Laws.** TEDC and COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements.

6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

COUNTY:

County Judge
200 E. Ferguson, Suite 100
Tyler, Texas 75702
(903) 590-4600

TEDC:

Scott Martinez, President/CEO
315 N. Broadway, Suite 300
Tyler, Texas 75702-5757
(903) 593-2004

7. **Assignment.** TEDC may not assign this contract without the prior written consent of COUNTY.

8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the giving of written notice by either party to the other party at least ninety (90) days prior to the desired effective termination date;
- b. the termination of the corporate existence of TEDC.
- c. the insolvency of TEDC, the filing of a petition in bankruptcy, either by or against TEDC, or an assignment by TEDC for the benefit of creditors;
- d. the breach by TEDC of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by COUNTY to TEDC of such breach.
- e. upon COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

9. **Term.** The term of this agreement shall be for one (1) year effective **October 1, 2025, through September 30, 2026.**

10. **Employees.** The parties covenant and agree that all personnel engaged with each party shall be employees of the respective parties, and the parties shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. The Parties shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** TEDC and COUNTY agree to use mediation for dispute resolution prior to any formal legal action being taken on this agreement.

Executed this _____ day of _____, 2025:

Attest:

For Smith County, Texas:

Karen Phillips
Smith County Clerk

Neal Franklin
Smith County Judge

Approved as to Form*:

For TEDC:

Thomas Wilson
Assistant District Attorney


Scott Martinez
President/CEO

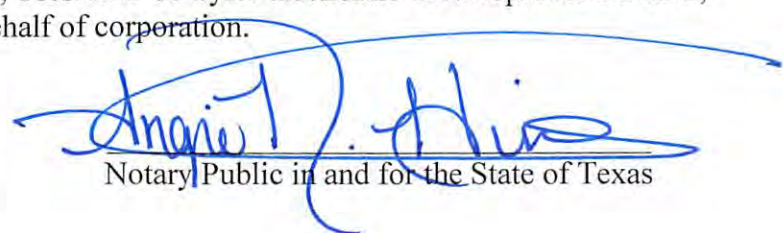
*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCDAO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *

COUNTY OF SMITH *

This instrument was acknowledged before me on the 19 day of September, 2025, by the authorized representative, Scott Martinez, President of Tyler Economic Development Council, Inc., a Texas non-profit corporation, on behalf of corporation.




Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF SMITH §

**CONTRACT
FOR PUBLIC SERVICES
BETWEEN
SMITH COUNTY, TEXAS
AND
TYLER FAMILY CIRCLE OF CARE
FISCAL YEAR 2026**

THIS CONTRACT effective the 1st day of October, 2025, by and between SMITH COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("SMITH COUNTY"), and the TYLER FAMILY CIRCLE OF CARE, hereinafter referred to as ("TFCOC"), in accordance with Texas Local Government Code § 81.027.

WITNESSETH

WHEREAS, SMITH COUNTY has an interest in supporting the efficient and effective administration of the public health and safety;

WHEREAS, TFCOC has an interest in supporting the provision of medical services, including assisting with indigent healthcare and care to traditionally underserved populations;

WHEREAS, SMITH COUNTY believes that it is in the public interest to enter in to this contract for public services with TFCOC;

WHEREAS, the SMITH COUNTY has available public service funds previously designated for the 1115 waiver program during FY2026, and such funds are intended to be used for public health and safety obligations of SMITH COUNTY.

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Services and Public Benefit.** TFCOC will operate as an independent contractor in Smith County, Texas. TFCOC may use the compensation paid hereunder to perform the services and achieve the broad goals outlined in this agreement.

2. **Reports/Payments.** TFCOC shall provide to Smith County quarterly and annual financial reports in a form agreed upon by SMITH COUNTY and TFCOC shall cooperate with inspections and audits that SMITH COUNTY or the auditor on behalf of the SMITH COUNTY may make to ensure services standards and fiscal responsibility.

In return for the services and as its parts of the cost, SMITH COUNTY agrees to pay from funding provided by the SMITH COUNTY to TFCOC the full yearly amount of **\$50,000 payable prior to the end of FY2026 or September 30, 2026.**

Despite this agreed upon method of payments, TFCOC agrees to return to SMITH COUNTY the amount representing the prorated amount of the funds unearned if TFCOC's services are terminated for any reason or if TFCOC fails to move forward with provision of public services.

3. **Records.** TFCOC shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this contract and SMITH COUNTY or the auditor on behalf of the SMITH COUNTY shall have the right to inspect such records at all reasonable times. TFCOC further agrees that SMITH COUNTY's auditors shall have the right to audit TFCOC records on an annual basis along with their regular review of records in a manner and form to be agreed upon by SMITH COUNTY and TFCOC.
4. **Independent Contractor/Indemnity.** It is understood and agreed that TFCOC is not and shall not in any sense be considered an employee, partner or joint venture with SMITH COUNTY, additionally neither shall TFCOC be considered or in any manner hold itself out as an agent or official representative of SMITH COUNTY. TFCOC shall be considered an independent contractor for purposes of this agreement and shall in no manner incur any expenses or liability on behalf of the SMITH COUNTY.

TFCOC further agrees to hold SMITH COUNTY harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by TFCOC.

5. **Compliance With All Laws.** TFCOC and SMITH COUNTY each agree, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state, and federal requirements.
6. **Notice.** Any notice required to be given under the terms of this agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

SMITH COUNTY:

SMITH COUNTY

200 E. Ferguson, 1st Floor

Tyler, Texas 75702

TFCOC:

TYLER FAMILY CIRCLE OF CARE

214 E. Houston

Tyler, Texas 75702

7. **No Assignment.** This contract may not be assigned.
8. **Termination.** Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:
 - a. the termination of the corporate existence if TFCOC;
 - b. the insolvency of TFCOC, the filing of a petition of bankruptcy either by or against TFCOC, or an assignment by TFCOC for the benefit of creditors;
 - c. the breach by TFCOC of any of the terms of this agreement and the continuation of such a breach for a period of ten (10) days after written notice is given by SMITH COUNTY to TFCOC of such breach.
 - d. upon SMITH COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.
9. **Term.** The stated term of this agreement shall be until September 30, 2026 but with on-going contractual obligations by TFCOC extending beyond the termination date (and the payment of funds by SMITH COUNTY).
10. **Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums, and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local Laws, ordinances and regulations regarding its own employees.
11. **Venue & Applicable Law.** Venue of this contract shall be Smith County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
12. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
14. **Proof of Non-Profit Status.** TFCOC has provided proof of status as a 501(c)(3) non-profit corporate entity with its FY19 agreement. TFCOC shall notify SMITH COUNTY of any changes to its 501(c)(3) status.

Executed this 17th day of September, 2025:

FOR TYLER FAMILY CIRCLE OF CARE:

FOR SMITH COUNTY:


Kristen S. Harris
Chief Executive Officer

Neal Franklin
SMITH COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM*:

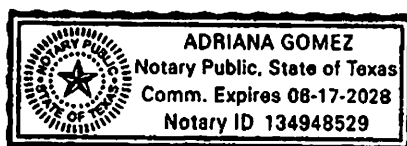
Karen Phillips
SMITH COUNTY CLERK

Thomas Wilson
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Review of this document by SCDAO attorneys was conducted solely from the legal perspective of the county-client. Approval of this document was offered solely for the benefit of the county-client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

STATE OF TEXAS *
COUNTY OF SMITH *

The instrument was acknowledged before me on the 17th day of September, 2025, by Kristen S. Harris, of the TYLER FAMILY CIRCLE OF CARE, a Texas non-profit corporation, on behalf of the corporation.




Notary Public, State of Texas

7

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

Submission Date: 10/13/2025	Submitted by: KAREN NELSON
Meeting Date: 10/21/2025	Department: ROAD & BRIDGE
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Interlocal Agreement for Road & Bridge Services	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the Interlocal Agreements between Smith County and the following for Road & Bridge Services, and allow the county judge to sign all related documentation: a.City of Noonday, and b.City of Winona.	
Background: The Road and Bridge Department is requesting the Commissioners Court to approve the Interlocal Agreement with the City of Noonday for road improvements services. The city of Noonday approve this ILA on October 7, 2025. The Road and Bridge Department is requesting the Commissioners Court to approve the Interlocal Agreement with the City of Winona for road improvements services. The city of Winona approve this ILA on September 16, 2025.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: K Nelson	Email: knelson@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 # _____

**INTERLOCAL AGREEMENT
BY AND BETWEEN
SMITH COUNTY, TEXAS
AND
THE CITY OF NOONDAY, TEXAS**

This Agreement is entered into by and between The City of Noonday, Texas, hereinafter referred to as ("CITY"), a political subdivision of the State of Texas, with the authorization of its governing body, and Smith County, hereinafter referred to as ("SMITH"), a political subdivision of the State of Texas, with the authorization of its governing body.

RECITALS

WHEREAS, The parties are authorized to enter into this Interlocal Agreement ("Agreement") pursuant to Section 791.001, *et seq.*, of the Texas Government Code, also known as the Interlocal Cooperation Act; and

WHEREAS, CITY is the owner of certain streets and roads; and

WHEREAS, CITY is desirous of having patching and basic repairs performed on CITY'S public streets and roads to enhance the safety and accessibility of the public; and

WHEREAS, SMITH owns certain road construction equipment, which can be used for the roadway improvements of CITY'S streets and roads; and

WHEREAS, Both governing bodies hereto believe that entering into this Agreement is in the public interest and will enhance the lives of those persons residing not only in CITY'S geographical boundaries but the lives of persons residing in Smith County as well; and

WHEREAS, CITY is desirous of contracting with SMITH to perform ditch cleaning

to the CITY'S public streets in the High Meadows Subdivision; and

WHEREAS, CITY has agrees to reimburse the SMITH for materials and actual costs associated with the roadway improvements to CITY'S public streets and roads.

WHEREAS, SMITH will be conducting roadway improvements to the portions of the public streets and roads that extend beyond the CITY limits.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable considerations stated herein below, the parties mutually agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the terms, rights and duties of the parties whereby SMITH is to provide certain governmental functions and services limited to the undertaking of roadway improvements to CITY'S public streets and roads owned by and located within the corporate limits of CITY.

TERMS, RIGHTS AND DUTIES

1. Services. SMITH, by and through its County Road & Bridge Department, under the supervision of its County Engineer, agrees to perform roadway improvements to CITY'S public streets as described in the attached Exhibit "A" and incorporated herein for all purposes. SMITH shall do so to the extent expressed by its County Engineer in the Project's Description prepared by SMITH'S County Engineer and attached hereto as Exhibit "A" and incorporated herein for all purposes. It is expressly agreed that SMITH is to provide equipment, labor, and material as deemed appropriate by its County Engineer for completion of these improvements, and CITY is to reimburse SMITH for all material and actual costs. It is expressly understood by both parties that this is a one-time project undertaken with no obligation on the part of SMITH to maintain, in any way, the area in question.

2. Compensation. CITY and SMITH agree that SMITH shall receive from CITY compensation for actual costs of services rendered hereunder based upon the actual work done by SMITH for the project performed pursuant to this contract. The project, as defined in writing in the Project's description attached hereto as Exhibit "A" sets forth the estimated compensation to be paid to SMITH, such compensation to be an amount that fairly compensates SMITH for the services and functions performed under the agreement as required pursuant to Section 791.011(e) of the Texas Local Government Code. CITY shall not be charged for any labor or materials furnished by CITY. Should the actual cost exceed the estimated compensation as set forth in the Project's description, CITY hereby expressly agrees to pay SMITH for such costs so that SMITH is fairly compensated for the services and functions performed under the agreement as required pursuant to Section 791.011(e) of the Texas Local Government Code. Furthermore, CITY expressly represents that it is able to pay for this project from current city revenues as is required pursuant to Section 791.011 (d)(3) of the Texas Local Government Code.

3. Closed Streets. Should it become necessary, in the sole discretion of SMITH County Engineer, to deny public access to any city street or portions thereof during the performance of any service requested pursuant to this Agreement, SMITH County Engineer shall so notify CITY'S Manager in writing. Such writing may be submitted at any time during the performance of any services requested under this Agreement. Upon receipt of such written notice, the Council of CITY shall promptly act to close the street or streets or portions thereof and SMITH shall have no further obligation for the performance of any services hereunder unless and until said CITY street or streets or portions thereof are closed to the public. In the event of any such closure results in the denial of public access by any third party to private property, CITY, at its sole cost and expense, shall provide such alternative access as

may be required by law. SMITH shall have no obligation to provide alternative public access in the event of such closure.

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

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

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

7. Non-Assignment of Rights. No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by CITY without the prior written consent of SMITH by and through its Commissioners Court.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

9. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

CITY OF Noonday
c/o Mayor
16662 C R 196
Tyler, Texas 75703

SMITH COUNTY
c/o County Judge
200 E. Ferguson, 1st Floor
Tyler, Texas 75702

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

10. Term. The undertaking and completion of the project described in this Agreement shall be at the sole discretion of SMITH'S County Engineer so long as performance is complete within one hundred and eighty (180) days from the date the last party has approved this Agreement assuming no applicable force majeure provision applies.

APPROVED in The Smith County Commissioner's Court on the ____ day of _____ 2025 and executed by the County Judge as the authorized representative of SMITH.

SMITH COUNTY:

COUNTY JUDGE, SMITH COUNTY

ATTEST:

KAREN PHILLIPS
SMITH COUNTY CLERK

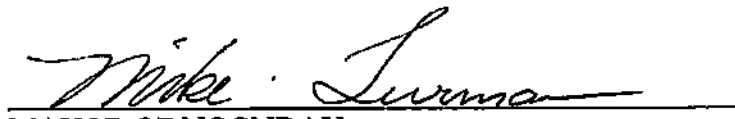
APPROVED AS TO FORM:

THOMAS WILSON
Assistant District Attorney
Civil Division

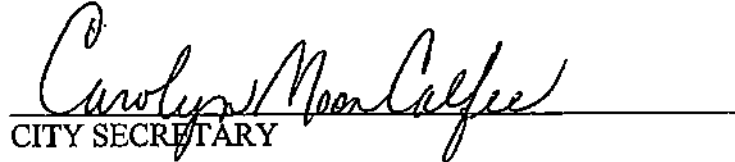
*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

APPROVED on the 7th day of October, 2025, by the
Noonday City Council and executed by the City Mayor as the authorized
representative of CITY.

CITY OF Noonday:


MAYOR OF NOONDAY

ATTEST:


CITY SECRETARY

Attachments:

EXHIBIT A: General Project Description

EXHIBIT A: General Project Description

COUNTY agrees to perform ditch cleaning on CITY'S public streets in the High Meadows Subdivision, subject to the available dates of the Smith County Road & Bridge Department, which are partially affected by placing COUNTY projects as a priority, the availability of personnel, and weather.

Estimated Compensation to be paid by CITY to COUNTY:

1. Ditching Crew

a. Operator #4	\$ 31.75 / HR
b. Gradall Excavator	\$ 253.26 / HR
c. Operator #1	\$ 22.83 / HR
d. Truck – Small	\$ 19.91 / HR

- Under no circumstances may materials purchased through COUNTY exceed \$50,000.00 from any one supplier pursuant to Tex. Loc. Gov't Code § 262.003.

**INTERLOCAL AGREEMENT
BY AND BETWEEN
SMITH COUNTY, TEXAS
AND
THE CITY OF WINONA, TEXAS**

This Agreement is entered into by and between The City of Winona, Texas, hereinafter referred to as ("CITY"), a political subdivision of the State of Texas, with the authorization of its governing body, and Smith County, hereinafter referred to as ("SMITH"), a political subdivision of the State of Texas, with the authorization of its governing body.

RECITALS

WHEREAS, The parties are authorized to enter into this Interlocal Agreement ("Agreement") pursuant to Section 791.001, *et seq.*, of the Texas Government Code, also known as the Interlocal Cooperation Act; and

WHEREAS, CITY is the owner of certain streets and roads; and

WHEREAS, CITY is desirous of having patching and basic repairs performed on CITY'S public streets and roads to enhance the safety and accessibility of the public; and

WHEREAS, SMITH owns certain road construction equipment, which can be used for the roadway improvements of CITY'S streets and roads; and

WHEREAS, Both governing bodies hereto believe that entering into this Agreement is in the public interest and will enhance the lives of those persons residing not only in CITY'S geographical boundaries but the lives of persons residing in Smith County as well; and

WHEREAS, CITY is desirous of contracting with SMITH to perform road

improvements to certain CITY'S public streets and roads; and

WHEREAS, CITY has agrees to reimburse the SMITH for materials and actual costs associated with the roadway improvements to CITY'S public streets and roads.

WHEREAS, SMITH will be conducting roadway improvements to the portions of the public streets and roads that extend beyond the CITY limits.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable considerations stated herein below, the parties mutually agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the terms, rights and duties of the parties whereby SMITH is to provide certain governmental functions and services limited to the undertaking of roadway improvements to CITY'S public streets and roads owned by and located within the corporate limits of CITY.

TERMS, RIGHTS AND DUTIES

1. Services. SMITH, by and through its County Road & Bridge Department, under the supervision of its County Engineer, agrees to perform roadway improvements to CITY'S public streets as described in the attached Exhibit "A" and incorporated herein for all purposes. SMITH shall do so to the extent expressed by its County Engineer in the Project's Description prepared by SMITH'S County Engineer and attached hereto as Exhibit "A" and incorporated herein for all purposes. It is expressly agreed that SMITH is to provide equipment, labor, and material as deemed appropriate by its County Engineer for completion of these improvements, and CITY is to reimburse SMITH for all material and actual costs. It is expressly understood by both parties that this is a one-time project undertaken with no obligation on the part of SMITH to maintain, in any way, the area in question.

2. Compensation. CITY and SMITH agree that SMITH shall receive from CITY compensation for actual costs of services rendered hereunder based upon the actual work done by SMITH for the project performed pursuant to this contract. The project, as defined in writing in the Project's description attached hereto as Exhibit "A" sets forth the estimated compensation to be paid to SMITH, such compensation to be an amount that fairly compensates SMITH for the services and functions performed under the agreement as required pursuant to Section 791.011(e) of the Texas Local Government Code. CITY shall not be charged for any labor or materials furnished by CITY. Should the actual cost exceed the estimated compensation as set forth in the Project's description, CITY hereby expressly agrees to pay SMITH for such costs so that SMITH is fairly compensated for the services and functions performed under the agreement as required pursuant to Section 791.011(e) of the Texas Local Government Code. Furthermore, CITY expressly represents that it is able to pay for this project from current city revenues as is required pursuant to Section 791.011 (d)(3) of the Texas Local Government Code.

3. Closed Streets. Should it become necessary, in the sole discretion of SMITH'S County Engineer, to deny public access to any city street or portions thereof during the performance of any service requested pursuant to this Agreement, SMITH'S County Engineer shall so notify CITY'S Manager in writing. Such writing may be submitted at any time during the performance of any services requested under this Agreement. Upon receipt of such written notice, the Council of CITY shall promptly act to close the street or streets or portions thereof and SMITH shall have no further obligation for the performance of any services hereunder unless and until said CITY street or streets or portions thereof are closed to the public. In the event of any such closure results in the denial of public access by any third party to private property, CITY, at its sole cost and expense, shall provide such alternative access as

may be required by law. SMITH shall have no obligation to provide alternative public access in the event of such closure.

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

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

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

7. Non-Assignment of Rights. No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by CITY without the prior written consent of SMITH by and through its Commissioners Court.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

**110 Dallas Street
Winona, Texas 75792**

**200 E. Ferguson, 1st Floor
Tyler, Texas 75702**

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

10. Term. The undertaking and completion of the project described in this Agreement shall be at the sole discretion of SMITH'S County Engineer so long as performance is complete within one hundred and eighty (180) days from the date the last party has approved this Agreement assuming no applicable force majeure provision applies.

APPROVED in The Smith County Commissioner's Court on the ____ day of _____ 2025 and executed by the County Judge as the authorized representative of SMITH.

SMITH COUNTY:

Neal Franklin
COUNTY JUDGE, SMITH COUNTY

ATTEST:

KAREN PHILLIPS
SMITH COUNTY CLERK

APPROVED AS TO FORM:

THOMAS WILSON
Assistant District Attorney
Civil Division

*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

APPROVED on the 16th day of September, 2025, by the
Winona City Council and executed by the City Mayor as the authorized representative
of CITY.

CITY OF WINONA:



MAYOR OF WINONA

ATTEST:



CITY SECRETARY

Attachments:

EXHIBIT A: General Project Description

EXHIBIT A: General Project Description

COUNTY agrees to perform patching and basic repairs on CITY'S public streets and roads, subject to the available dates of the Smith County Road & Bridge Department, which are partially affected by placing COUNTY projects as a priority, the availability of personnel, and weather.

Estimated Compensation to be paid by CITY to COUNTY:

1. PATCH CREW

a. Operator #1	\$ 22.83 / HR
b. Operator #1	\$ 22.83 / HR
c. Truck – Small	\$ 19.91 / HR

2. BASE REPAIRS / BLADE PATCH

a. Motor Grader & Operator #3	\$ 105.6740 / HR
b. 10-YD Dump Truck & Operator #2	\$ 100.56 / HR
c. Roller & Operator #3	\$ 60.67 / HR
d. Backhoe & Operator #3	\$ 89.01 / HR

3. MATERIAL

a. Hot Mix Asphalt material, Type D	\$ 88.00 per Ton
b. Oil Sand	\$ 88.00 per Ton

- Under no circumstances may materials purchased through COUNTY exceed \$50,000.00 from any one supplier pursuant to Tex. Loc. Gov't Code § 262.003.

8

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

Submission Date: 10/13/2025	Submitted by: KAREN NELSON
Meeting Date: 10/21/2025	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: COUNTY ROAD ADOPTION	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to accept the roadways of Dews Court III into the Smith County Road Maintenance System.	
Background: Dews Court III was platted in 2024, in accordance with the Smith County Subdivision Regulations. The developer is requesting that the following roadways for Dews Court III be accepted into the Smith County Road Maintenance System, to be inventoried as County Road 2349. a. Dews Court, 235 Linear Feet	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Application for County Road Maintenance Through Implied Dedication

To be completed by developer or property owners requesting
county road maintenance for roads and right of ways in
subdivision developments

To: **Smith County Road & Bridge Department**

P.O. Box 990; Tyler, Texas 75710; (903)-590-4801

Name: Tracy Dews, Dews Custom Homes

Address: 114 Dews Dr., Whitehouse, TX 75791

From: Phone: 903-539-6948

Name of Development: Dews Court III

Date: 08/28/2025

Name of Developer (if known): Dews Custom Homes, LLC

Date 2nd lot sold: (by deed or contract, if known) : N/A

Number of homes in Development: 07

Location of Development (directions): From Tyler travel south on HWY 110. Make a left turn on 346 and travel 6 miles to County Road 2142. Make a left turn at the stop sign and travel .5 miles to County Road 2152 and turn right. Dews Court is the 2 turn on the right.

Plat filed with Commissioners Court? Yes If so, when (year): 2024 Plat filed with
City? No If so, when (year): What City? N/A Dedicated right of way?
NO If so, what width? ft. Recorded? If less than 60 ft wide, will
owners dedicate a total of 60 ft.?

Road(s) built to County specs? Yes Road(s) built to City specs? NO

Distance to closest residence from the center of the road: 55 ft.

Attach any drawings/maps you may have of the development.

Notes:

1. Acceptance of roads and right of ways into the County Road System does not obligate Smith County to upgrade road surfaces, routes, profiles, or curvature other than that required for normal maintenance. *The acceptance of right-of-way and roads in part or in whole must comply with the Smith County Subdivision Regulations, as amended.*
2. Road construction required to meet minimum County Subdivision Regulations shall be at the applicant(s) expense.
3. Dedication of a right-of-way will generally require an amended plat be filed.
4. Any surveying required of dedicated right-of-ways will done at the applicant(s) expense.

Any exception to the above must be approved by the Commissioners Court.



Application for County Road Maintenance Through Implied Dedication¹

To be completed by property owners requesting county road
maintenance for roads and right of ways in
subdivision developments

(Whether in or out of any municipal extra-territorial jurisdiction)

County Improvements Of Subdivision Roads

(This outline is based on Implied Dedication pursuant to the common law)

Step 1: Road(s) must be laid out and established according to law (Tex. Transp. Code § 251.002), including initial regulatory traffic signage (Texas Manual on Uniform Traffic Control Devices for Streets and Highways). Location of the road(s) must be in the unincorporated areas of the county.

Step 2: File and process application with Road & Bridge Department by obtaining letter of recommendation for approval into county maintenance system (may overlap step 3). This includes an inspection by Road & Bridge, which may determine that an amended plat or survey is necessary and/or list of improvements prior to granting the recommendation. Upon a determination that a *new* subdivision project has met the county's Subdivision Regulations, the Road & Bridge Department will issue a letter of recommendation for approval into the county maintenance system, which must be brought before the Commissioners Court under step 5.

Step 3: Designate road(s) as "public" either in a plat or through "public use" and a Commissioners Court finding by resolution that the road is "public" (the finding that a road is "public" does not itself place the road into the maintenance inventory but is a required step).² This step may overlap with step 5.

Step 4: Developer or property owners must obtain a two (2) year maintenance bond made payable to the county. Effective date for existing subdivisions must be on or before presentation to Commissioners Court, while the effective date for new subdivision projects will be the date of the recommendation letter from the Road & Bridge Department recommending approval.

Step 5: Road & Bridge submits agenda request for Commissioners Court. Developer and/or all property owners must attend court or sign necessary affidavit form to testify or attest to applicable facts, including the following: (a) that road is in "public use"; (b) "impliedly dedicated" or "offered" to the county; and (c) there is a need for county maintenance due to "public health, safety, and welfare" of county residents. The burden is on those offering the dedicated property to show a compelling reason why the road(s) cannot be privately maintained. If the Court so finds, a resolution will be entered into the minutes accepting the dedicated property pursuant to the terms and conditions established by the Court. **Attached affidavit form must be executed and submitted by applicant(s).**

Step 6: The *County shall maintain the road(s)* according to county road standards.

¹ With a population more than 50,000, Smith County is not subject to the limitations on smaller counties of Chapter 281 of the Transportation Code, which allows only express dedications. Implied dedications are allowed where there is "public road," there is an acceptance by public usage, and the Commissioners Court passes a resolution making certain findings. **See Op. Tex. Att'y Gen. No. JC-0503 (2002).**

² Once deemed "public," a road is generally eligible for county maintenance. **See Tex. Transp. Code § 251.003.** The road cannot be completely surrounded by private roads.



Application for County Road Maintenance Through Implied Dedication¹

To be completed by property owners requesting county road
maintenance for roads and right of ways in
subdivision developments

(Whether in or out of any municipal extra-territorial jurisdiction)

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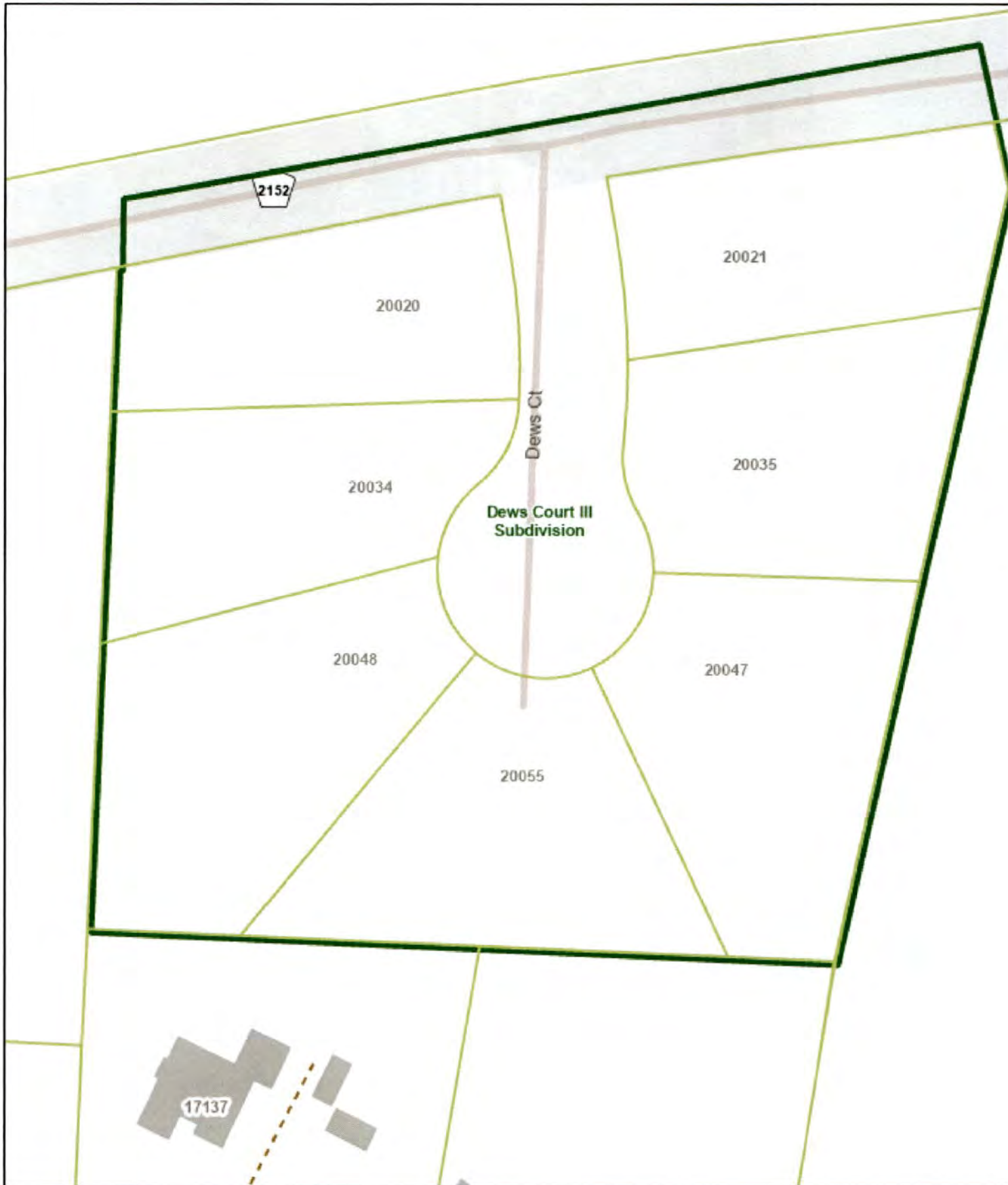
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This map was prepared by the Smith County map site and revised without notification to any user. This product is for informational purposes and may not have been prepared for use suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The user is encouraged to check with the City of Tyler, SCAD, and the Smith County Administration to verify that the map being used is the latest version.



TBPE Firm No. F-4347

September 10, 2025

Transmittal

To: Doug Nicholson
Road & Bridge Administrator, Smith County, TX

Subject: DEWS Court Streets CR 2152

Enclosed is the two year maintenance bond required for the acceptance of DEWS Court Streets @ CR 2152.

If you have any questions please give me a call at your earliest convenience.

Thanks,

Brian E. Capps, P.E.

Received by:

A handwritten signature in blue ink, followed by the date "09-15-2025" written in blue ink below it.

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101500176

That Capps-Capco Construction, Inc.

_____ of Tyler, Texas
as Principal, and the Merchants Bonding Company (Mutual) as Surety are
held and firmly bound unto the Smith County Road & Bridge Department

_____ in the penal sum of
Seven Thousand Fifty and No/100 (\$7,050.00)

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 12th day of June, 2025

WHEREAS, the Principal entered into a certain contract, dated the 20th day of December,
2024, with the Smith County Road & Bridge Department

_____ ,
to furnish all the material and labor necessary for the construction of
DEWS Court: Streets

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said Smith County Road & Bridge Department as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of Two years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Capps-Capco Construction, Inc.

Principal

By

Approved _____

By _____

Merchants Bonding Company (Mutual)

By

Payton Blanchard
Payton Blanchard, Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison C Lueck; Bryan Simpson; Cadda E Eary; Caitlin Kelley; Donna Martinez; H E Wilkins; Haley Crocker; James R Reid; Jessica Turner; Julie Lindsey; Kay Blair; Lindsay Senior; Malachi Smith; Marie Reyna; Markham Paukune; Michelle Blizzard; Payton Blanchard; Ralph E French; Sandra Fuller; Shane Smith; Shawn Blacklock; Teresa C Smith; Tina LaValley; William Blanchard

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



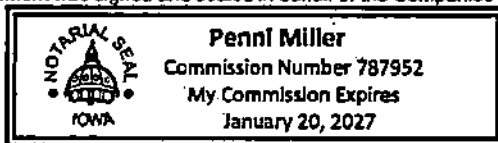
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of June, 2025



Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/13/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Appt reserve deputy to Precinct 4 Constable's Office	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to appoint Terry Linder to serve as a reserve deputy for the Smith County Precinct 4 Constable's Office.	
Background: See letter attached.	
Financial and Operational Impact: \$0	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name: Constable Josh Joplin	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 # _____



14152 HWY 155 N

Constable Josh Joplin

WINONA, TX 75792 "Striving for a Safer Community"

(903) 590-4871

ATTENTION: Judge and Commissioners

I am submitting to the commissioners court this appointment letter for reserve deputy Terry W. Linder PID# 279518. An appointment submission to the Texas Commission on Law Enforcement will follow. Terry Linder is a Master Texas Peace Officer in good standing through the Texas Commission on Law Enforcement. He will be employed as a Reserve Deputy with the Smith County Precinct 4 Constable's Office.

Under Texas Local Government Code § 86.011, I am submitting to you in writing the name of the said Deputy above to be placed on the Commissioners Court agenda to be approved by the Court, so that the Smith County Precinct 4 Constable's Office may continue to fulfill the duties of the office.

A handwritten signature in black ink, appearing to read "Josh Joplin", is written over a horizontal line.

Constable Josh Joplin

Smith County Precinct 4

10

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

Submission Date: 10/13/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Minutes - September 2025	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for September 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF SEPTEMBER 2025 A.D.
ACCEPTED THE 21ST DAY OF OCTOBER 2025 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



36-25
**COMMISSIONERS COURT
MINUTES
September 2, 2025**

On Tuesday, September 2, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

Bob Brewer #3, Delila Reynoso #13

OPEN SESSION: 9:30 AM

PUBLIC HEARING:

1. Receive input regarding the FY26 Proposed Budget and Proposed Tax Rate; discuss and consider the same.
No Action Necessary.

RESOLUTIONS

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming September 2025, as “Deaf Awareness Month” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).
3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to adopt a resolution proclaiming September 2025, as “National Recovery Month” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

4. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to receive Presentation from Fitzpatrick Architects and HOAR Construction regarding the Smith County Courthouse Construction and authorize a change order approving bid alternate for the fifth floor finish out of public spaces and one courtroom quadrant and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to appoint Alejandro Gauna as Smith County representative to serve on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors, serving the remainder of a two-year term, beginning July 31, 2025, and ending February 1, 2026.
Passed 5-0; Abstain: (None); Absent: (None).
6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the settlement participation and release agreement in the amount of \$227,737.77 pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

7. Consider and take necessary action to make changes to the FY2026 Proposed Budget including but not limited to the changes described in the August 19, 2025, Commissioners Court meeting.

- A. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the following.
- a. \$324,000 for Sheriff's Office (Dept #560) Budget in Vehicles (#851)
 - b. \$108,000 for Jail (Dept #561) Budget in Vehicles (#851)
 - c. Increase of \$51,000 for Sheriff's Office (Dept #560) Budget in Miscellaneous Vehicle Equipment (#481) for upfitting costs.

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

- B. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve reducing General Operations (Dept #409) in Professional Fees (#619) by \$150,000.

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

- C. Motion made by County Judge Neal Franklin and seconded by Commissioner Christina Drewry – Precinct 1 to approve increasing Fire Marshal/Office of Emergency Management (Dept #543) in Disaster Related Expenses (#428) by \$25,000 for emergency supplies.

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

- D. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reduce General Operations (Dept #409) in Contingency- Capital (#897) by \$140,000.

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

- E. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to increase Sheriff's Office (Dept. #560) Budget in Part Time (#112) by \$40,000 for Sex Offender Administrative Assistant.

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

- F. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to increase Constable Precinct 1 (Dept #551) in Vehicle Expenses (#477) by \$5000.

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

- G. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to reduce Constable Precinct 4 (Dept #554) in Miscellaneous Vehicle Equipment (#481) by \$5000.

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

- H. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to accept the increase of \$61,085 in payroll reconciliation to the salary sheets.

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

- I. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reduce Law Library (Fund #12) in Subscriptions (#313) by \$27,667.
Passed 5-0; Abstain: (None); Absent: (None).
- J. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to accept the reduction of \$343 in payroll reconciliation to Road and Bridge (Dep #75).
Passed 5-0; Abstain: (None); Absent: (None).
- K. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to wait on additional funding for Information Technology for Audio/Visual support services.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).
- L. Motion made by County Judge Neal Franklin and seconded by Commissioner John Moore – Precinct 2 to leave the Covid-19/ARPA (Fund #74) earned interest intact and not use the interest to fund Information Technology requests entered in the Facilities Improvement Fund (Fund #45) as recommended by the Capital Improvement Plan Committee, not yet approved by Commissioners Court.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).
- M. Motion made by Commissioner Christina Drewry – Precinct 1 to retract the salary increases for the Justices of the Peace.
Motion died for lack of a second.
- N. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to leave salary increases for the Justices of the Peace.
Passed 4-1; Abstain: (None); Absent: (None)
Nay (1 Commissioner Christina Drewry – Precinct 1).
- O. Motion made by Commissioner Christina Drewry – Precinct 1 to reduce AgriLife (Dept #665) in Training (#632) to \$13,000 from \$18,000.
Motion died for lack of a second.
- P. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to leave AgriLife (Dept #665) in Training (#632) at \$18,000.
Passed 3-2; Abstain: (None); Absent: (None)
Nays (2 Commissioner Christina Drewry – Precinct 1 and Commissioner J Scott Herod – Precinct 3).

FIRE MARSHAL'S OFFICE

8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the After-Action Report from the 2024 storms and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

9. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Improvement Plan from the 2024 storms and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

10. Receive pipe and/or utility line installation request (notice only) for County Road 2169, Wright City Water Service Company, road bore for service line, Precinct 2.
No Action Necessary.
11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 authorize the county judge to sign the:
- a. Final Plat for the Shaw Subdivision, Precinct 3,
 - b. Re-Plat for Cedar Vista, Unit 3, Precinct 4,
 - c. Re-Plat for Blue Ridge Estates, Phase Two, Precinct 1, and
 - d. Re-Plat for Hole 8 at Pinehurst, Precinct 4.
- Passed 5-0; Abstain: (None); Absent: (None).*

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

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

Commissioners Court recessed Open Session at 12:19PM and went into Executive Session.

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

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.071 CONSULTATION WITH ATTORNEY

14. Deliberation and consultation regarding the employment, evaluation, and duties of the Smith County Budget Officer.

Commissioners Court closed Executive Session at 12:30PM and reconvened Open Session.

OPEN SESSION: 12:30PM

COURT ORDERS

COMMISSIONERS COURT

15. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to ratify the acceptance of Budget Officer Kari Perkins resignation as of September 1st, 2025.

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

ADJOURN: 12:31PM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/14/25

Approved: _____

Neal Franklin
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for September 2, 2025.

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

10-15-25
Date





37-25
**COMMISSIONERS COURT
SPECIAL-CALLED MEETING
MINUTES
September 2, 2025**

On Tuesday, September 2, 2025, the Honorable Commissioners Court of Smith County, Texas, met for a Special-Called Meeting in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 5:30 p.m.

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

County Judge Neal Franklin

V. PUBLIC COMMENT

OPEN SESSION: 5:30 PM

PUBLIC HEARING:

1. Receive input regarding the FY26 Proposed Budget and Proposed Tax Rate; discuss and consider the same.
No Action Necessary.

ADJOURN: 5:32PM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/14/25

Approved: _____

County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for September 2, 2025.

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

10-15-25
Date





38-25
**COMMISSIONERS COURT
MINUTES
September 9, 2025**

On Tuesday, September 9, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Flint Baptist Church Pastor Sam DeVille

V. PUBLIC COMMENT

Tom Fabry #1, Delila Reynoso #1, Pamela Boyd #16, Anglec Reynolds #16,
Erika Spriggs #16,

OPEN SESSION: 9:30AM

PUBLIC HEARING:

1. Receive input regarding the FY26 Proposed Budget; discuss and consider the same.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt the FY26 Proposed Budget.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).
3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt the 2025 Maintenance & Operating Tax Rate.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).
4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to adopt the 2025 Debt Service Rate.
Passed 5-0; Abstain: (None); Absent: (None).
5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to ratify the property tax increase from raising more revenue from property taxes than in the previous year.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).
6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt the FY26 Salary Scales.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).

RESOLUTION

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming September 2025, as "Childhood Cancer Awareness Month" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

8. Motion made by County Judge Neal Franklin and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to give the East Texas Council of Governments (ETCOG) permission to include Smith County in a Consortium feasibility study and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
9. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a Smith County Indigent Defense Agreement for appeals with David Colley and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

TREASURER'S OFFICE

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the 2025-2026 Investment Policy as written.

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

RECURRING BUSINESS

ROAD AND BRIDGE

11. Motion made by Commissioner –Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:

- a. Re-Plat for Hosid Estates, Precinct 4,
- b. Re-Plat for Pine Trail Shores, Section A, Precinct 1, and
- c. Final Plat for the Mimosa Trail Subdivision, Precinct 3.

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

COMMISSIONERS COURT

12. Receive monthly reports from Smith County departments.

No action necessary.

AUDITOR'S OFFICE

13. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

Commissioners Court recessed Open Session at 10:14AM and went into Executive Session.

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

SECTION 551.071 CONSULTATION WITH ATTORNEY

SECTION 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.071 CONSULTATION WITH ATTORNEY

14. Deliberation and consultation with attorney regarding Texas Tax Code, Chapter 312 tax abatement guidelines and criteria and discussion regarding commercial or financial offers, incentives, or information within Smith County and the downtown area.
15. Deliberation and consultation regarding the employment, evaluation, and duties of the Smith County Animal Control and Shelter Supervisor.

*Commissioners Court closed Executive Session at 11:11AM and reconvened
Open Session.*

OPEN SESSION: 11:11AM

COURT ORDERS

COMMISSIONERS COURT

16. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the Smith County HR director to take all necessary steps, according to county policy, regarding the employment, evaluation, and duties of the Smith County Animal Control and Shelter Supervisor.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 11:12AM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/14/25

Approved: _____

County Judge Neal Franklin

**The State of Texas §
County of Smith §**

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for September 9, 2025.

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

10-15-25
Date





39-25
**COMMISSIONERS COURT
MINUTES
September 16, 2025**

On Tuesday, September 16, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Absent
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner John Moore – Precinct 2

V. PUBLIC COMMENT

County Clerk Karen Phillips #21

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming September 18, 2025, as "Find the Good Day" in Smith County.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming September 19, 2025, as "Roundup Day" in Smith County.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the 2026 Sheriff and Constable Fees for Smith County, pursuant to Texas Local Government Code, Section 118.131, and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the 2026 Smith County Holiday Schedule.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to designate the regular meeting day and time of the Commissioners Court to be every Tuesday at 9:30AM for fiscal year 2026, pursuant to Texas Local Government Code §81.005.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
6. Motion made by County Judge Neal Franklin and seconded by Commissioner John Moore – Precinct 2 to approve the recommended appointment of Jose A. Serpa Alvarez, MD, MS, PhD, FIDSA as Smith County Health Authority for a two-year term beginning October 1, 2025; administer the Oath of Office; and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
7. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reappoint Nancy Rangel and appoint Scott Williams to serve as Smith County representative on the Northeast Texas Public Health District Board of Directors, to serve a two-year term beginning October 1, 2025, and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
8. Motion made by County Judge Neal Franklin and seconded by Commissioner John Moore – Precinct 2 to award a contract to RTS Environmental, LLC, effective today, September 16, 2025, for 30-25 Onsite Sewage Facility Designated Representative for Smith County and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the reappointment of the following members to serve as a Smith County representative on the Smith County Tax Abatement Committee, to serve a two-year term beginning October 1, 2025, and authorize the county judge to sign all related documentation:
 - a. Brad Curtis,
 - b. Sarah Van Cleef, and
 - c. Walter Wilhelmi.*Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).*

TREASURER'S OFFICE

10. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve the August 2025 Treasurer's Report as received and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).

AUDITOR'S OFFICE

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to certify grant payments made by Smith County to Meals on Wheels Ministry Inc. totaling \$15,000 for the period of February 1, 2024, to January 31, 2025, and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).

PURCHASING

12. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract to S&S Roofing in the amount of \$659,098.00 for 16-25 Smith County jail Re-Roof and authorize the county judge to sign all related documentation.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).

TAX OFFICE

13. Receive the Smith County Tax Assessor-Collector's Continuing Education Certificate of Completing in accordance with Texas Tax Code, Section 6.231.
No Action Necessary.
14. Receive the Smith County Tax Office's Restricted Special Funds Vehicle Inventory Tax estimated budget for FY26 in accordance with Texas Local Government Code, Section 111.095.
No Action Necessary.

RECURRING BUSINESS

COUNTY CLERK

15. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Commissioners Court minutes for August 2025.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).
16. Receive Commissioners Court recordings for August 2025.
No Action Necessary.

ROAD AND BRIDGE

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

- a. County Road 2299, Jackson Water Supply Corporation, road bore for service line, Precinct 2, and
 - b. County Road 1344, Ash Utilities, install fiber optic cable, Precinct 1.
- No Action Necessary.*

AUDITOR'S OFFICE

18. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).

Commissioners Court recessed Open Session at 10:10AM and went into Executive Session.

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

551.071. CONSULTATION WITH ATTORNEY

- 19. Receive legal update and briefing regarding Texas Constitution, Article III, Section 52(a) and the payment of an elected official's salary while the official is incarcerated after being found guilty of a criminal offense.
- 20. Deliberation and consultation with attorney regarding pending litigation in Case No. 2:25-cv-00585, Estate of Jonathan Layton, et al, vs. Smith County et al, in the United States District Court, Eastern District of Texas.

Commissioners Court closed Executive Session at 11:22AM and reconvened Open Session.

OPEN SESSION: 11:22AM

COMMISSIONERS COURT

21.

- a. Take no action deducting the salary of the County Clerk for time being spent in the Smith and Gregg County Jail as a result of her conviction, and the sentence imposed in Cause Number 002-2054-23, and make necessary finding consistent with Texas Constitution, Article III, Section 52(a), and any other action necessary.

No action taken.

- b. Motion made by County Judge Neal Franklin and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to take a record vote to request the legislature take necessary steps pursuant to Texas Constitution Article 16, Section 10 to pass legislation to prevent the payment of an official salary during the time of their post-conviction incarceration.

Passed 4-0; Abstain: (None); Absent: (1 Commissioner Christina Drewry – Precinct 1).

ADJOURN: 11:33AM

Meeting adjourned by County Judge Neal Franklin

Date:

10/18/25

Approved:


County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for September 16, 2025.


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

10-18-25
Date





40-25

**COMMISSIONERS COURT
MINUTES
September 23, 2025**

On Tuesday, September 23, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Larry White – Crisis Response Ministry

V. PUBLIC COMMENT

Toni Fabry #3

OPEN SESSION: 9:30AM

COURT ORDERS

COMMISSIONERS COURT

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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.

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

PRESENTATIONS

2. Receive annual review of all Smith County Tax Abatements from the Tyler Economic Development Council.
No Action Necessary.
3. Receive update from the Road and Bridge department.
No Action Necessary.

COURT ORDERS

4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the termination of the Tax Abatement Agreement with Industrial Wood Technology and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 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.
Passed 4-1; Abstain: (None); Absent: (None)
Nay: (1 Commissioner Christina Drewry – Precinct 1).
6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 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.
Passed 5-0; Abstain: (None); Absent: (None).
7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 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.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 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.
Passed 5-0; Abstain: (None); Absent: (None).

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.
***Item Passed On. ***

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to modify the county pay scale to correct the Interpreter Coordinator supplement amount and authorize the county judge to sign all related documentation.

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

FCIC

11. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 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.

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

12. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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.

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

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.

No Action Necessary.

14. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 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.

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

AUDITOR'S OFFICE

15. Receive monthly Auditor report and Executive Summary for August 2025.

No Action Necessary.

16. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

Commissioners Court recessed Open Session at 10:41AM and went into Executive Session.

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

**SECTION 551.074 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.

Commissioners Court closed Executive Session at 11:35AM and reconvened Open Session.

OPEN SESSION: 11:35AM

ADJOURN: 11:35AM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/14/25

Approved: _____

County Judge Neal Franklin

**The State of Texas §
County of Smith §**

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for September 23, 2025.

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

10-15-25
Date





41-25
**COMMISSIONERS COURT
MINUTES
September 9, 2025**

On Tuesday, September 30, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

County Judge: Neal Franklin	Presiding
Commissioner: Precinct 1 Christina Drewry	Present
Commissioner: Precinct 2 John Moore	Present
Commissioner: Precinct 3 J Scott Herod	Present
Commissioner: Precinct 4 Ralph Caraway, Sr.	Present

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

Delila Reynoso #4, District Clerk Penny Clarkston #18

OPEN SESSION: 9:30AM

RESOLUTION

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to ratify a resolution proclaiming September 2025, as “Sickle Cell Awareness Month” in Smith County.
Passed 5 – 0. Abstain: (None); Absent (None).

PRESENTATIONS

2. Presentation of employee recognition, longevity certificates, and service pins.
No Action Necessary.

3. Receive presentation on Health Facilities Dashboard for Smith County employees.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve an Interlocal Agreement between Smith County and the University of Texas Health Science Center at Tyler for inmate health care services and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the 2026 Dispatch Fees Interlocal Agreements between Smith County and the following, pursuant to Texas Government Code, Chapter 791, and authorize the county judge to sign all related documentation:
 - a. City of Arp,
 - b. City of Bullard,
 - c. City of Troup,
 - d. City of Whitehouse,
 - e. Emergency Services District No. 1 (ESD 1), and
 - f. Emergency Services District No. 2 (ESD 2).*Passed 5 – 0. Abstain: (None); Absent (None).*
6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the following Indigent Defense Contracts in the amount of \$120,000, for the 12-month term of the contract for the 7th, 241st, and 475th Judicial District Courts, pursuant to the Texas Code of Criminal Procedure, Article 26.04:
 - a. Clifton Roberson,
 - b. Donald Davidson,
 - c. John Jarvis,
 - d. Zachary Davis,
 - e. Rusty Drake,
 - f. James Wheeler,
 - g. James Williams,
 - h. Ryan Sorrells, and
 - i. Michael Yarbrough.*Passed 5 – 0. Abstain: (None); Absent (None).*

FIRE MARSHAL'S OFFICE

7. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Professional Services Agreement Addendum No. 1 between Smith County and H2O Partners, Inc. and authorize the county judge to sign all related documentation.
Passed 5 – 0. Abstain: (None); Absent (None).

8. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the sale of fireworks for Diwali Day.

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

PURCHASING

9. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract to Casey Slone Construction in the amount of \$264,777.00, for 31-25 Road and Bridge Site Improvements and authorize the county judge to sign all related documentation.

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

10. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract to Texana Land and Asphalt in the amount of \$1,688,488.00, for RB-20-25 Road Improvements to County Road 26 (Farm-to-Market Road 850 to CR 21) and CR 27 (CR 26 to end) and authorize the county judge to sign all related documentation.

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

11. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract to Texana Land and Asphalt in the amount of \$2,309,085.50 for RB-11-25 Road Improvements to County Road 313 (FM 14 to FM 2015) and CR 3147 (CR 313 to end) and authorize the county judge to sign all related documentation.

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

12. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to award a contract to A.E. Schull in the amount of \$399,118.55 for RB-33-25 Road Improvements to County Road 2193 (FM 756 to FM 2964) and authorize the county judge to sign all related documentation.

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

13. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to award a contract to A.E Schull in the amount of \$462,256.05 for RB-34-25 Road Improvements to County Road 172 (FM 346 to 2493) and authorize the county judge to sign all related documentation.

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

INFORMATION TECHNOLOGY

14. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a purchase from DataVox, Inc. utilizing TIPS Cooperative Purchasing Program, contract # 230105 in the amount of \$226,959.30 and authorize the county judge to sign all related documentation.

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

HUMAN RESOURCES

15. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve submission of the 2026 Texas Association of Counties (TAC) Workers' Compensation Renewal Questionnaire and authorize the county judge to sign all related documentation.
Passed 5 – 0. Abstain: (None); Absent (None).

RECURRING BUSINESS

ROAD AND BRIDGE

16. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the Final Plat for the Pflunigan Subdivision, Precinct 2.
Passed 5 – 0. Abstain: (None); Absent (None).
17. Receive pipe and/or utility line installation request (notice only):
- a. County Road 433, City of Lindale, road bore for service lines, Precinct 3,
 - b. County Road 452, Oncor Electric LLC, upgrade utility line, Precinct 3,
 - c. County Road 2159, Charter-Spectrum, install underground fiber optic cable with vaults and pedestals, Precinct 2,
 - d. County Road 2101, Jackson Water Supply Corporation, install service line, Precinct 2, and
 - e. County Road 1125, Dean Water Supply, road bore for service line, Precinct 2.
- No Action Necessary.*

AUDITOR'S OFFICE

18. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5 – 0. Abstain: (None); Absent (None).

Commissioners Court recessed Open Session at 11:22AM and went into Executive Session.

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

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.071 CONSULTATION WITH ATTORNEY

19. Deliberation and consultation regarding the qualifications, responsibilities, and salary of the Smith County Animal Control and Shelter Supervisor Position.

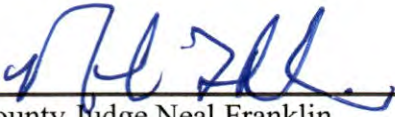
Commissioners Court closed Executive Session at 12:44PM and reconvened Open Session.

OPEN SESSION: 12:44PM

ADJOURN: 12:44PM

Meeting adjourned by County Judge Neal Franklin.

Date: 10/18/25

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for September 30, 2025.


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

10-15-25
Date



11

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/13/2025	Submitted by: Jennafer Bell
Meeting Date: 10/21/2025	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Recordings - September 2025	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive Commissioners Court recordings for September 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

12

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

Submission Date: 10/13/2025	Submitted by: KAREN NELSON
Meeting Date: 10/21/2025	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: PLAT	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Brown Subdivision, Precinct 2	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

CR 2223

OLD OWEN ROAD (CR 285)

EASTSIDE ROAD

PROJECT LOCATION

VICINITY MAP (NTS)



Subdivision Name: Brown Subdivision
 Adjacent Road: CR 2223
 Developer: Gay Brown Phone: 903-570-4140
 email: gaybrown5@gmail.com Fax: _____
 Surveyor: Cain Surveying Phone: 903-839-1104
 email: caddtech@cainsurveying.com Fax: _____
 Roadway Length: 00 ft. (centerline)

Item		<i>Date and Initial when received</i>		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies) ✓	Not Required		
	Preliminary Plat Approved ✓	Not Required		
	Final Plat (mylar & 3 prints)		11-22-24 SB ✓	
	Plat Fee	\$25	\$100 11-22-24 SB ✓	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter		11-22-24 SB ✓	
	Designated Rep. (Pledger) Clearance Letter	See notes below	11-22-24 SB ✓	
	Tax Certificate		11-22-24 SB	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)		No	
	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
10-23-2024
Reviewed By: Kim Wheeler, GIS Coordinator

Brown Subdivision- No addressing conflicts

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

November 21, 2024

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

RE: Brown Subdivision

Sir

As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), Scott Morrison agent for Gay Brown has submitted an application to this office seeking approval of development planning materials for a new 2 lot subdivision from a 17.436 acre tract located at 15044 CR 2223 in Smith County, Texas.

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

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

***Mike Pledger*
Mike Pledger
Designated Representative
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 100000018600057000
AD NUMBER: R001043
GF NUMBER:
CERTIFICATE NO : 13344375

PAGE 1 OF 1

DATE : 3/25/2025
FEE : \$10.00

PROPERTY DESCRIPTION

ABST A0186 M CALDWELL|TRACT 57
(PT 17.436 AC / SEE TR 57.1)

COLLECTING AGENCY

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

0015044 C R 2223
16.436 ACRES

REQUESTED BY

BROWN DEBORAH GAY

PROPERTY OWNER

BROWN DEBORAH GAY

5905 EAGLES NEST BLVD UNIT 204
TYLER TX 757034680

5905 EAGLES NEST BLVD UNIT 204
TYLER TX 757034680

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:	2,071	IMPROVEMENT:	7,955
AG LAND VALUE:	93,035	DEF HOMESTEAD:	0
APPRAISED VALUE:	103,061	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 3/2025 : \$ 0.00

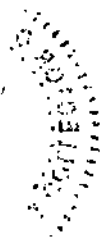
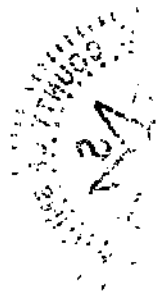
ISSUED TO : BROWN DEBORAH GAY
ACCOUNT NUMBER: 100000018600057000

CERTIFIED BY :



SMITH COUNTY





SOUTHERN UTILITIES C O M P A N Y

218 North Broadway Ave.
Tyler, Texas 75702-5710
Phone: 903.593.2588

October 25, 2024

Ms. Gay Brown
5905 Eagles Nest Blvd
Unit 204
Tyler, Texas 75703

RE: Request for Potable Water Service
Proposed Brown Subdivision
Intersection of County Road 2223 and Eastside Road
One (1) lot containing 1.952 acres
Matthew Colwell Survey, A-186
Smith County, Texas

Dear Ms. Brown,

Reference is made to your request, as the Developer, for the provision of potable water service to the above captioned proposed Brown Subdivision located at the intersection of County Road 2223 and Eastside Road containing one (1) lot encompassing 1.952 acres (hereinafter referred to as the "Development") in Smith County, Texas as specifically proposed on the attached plat.

Please consider this letter as confirmation of Southern Utilities Company's (hereinafter referred to as "Southern") ability to provide potable water service to the one (1) consuming facility contained within the Development, not to exceed a total of one (1) potable water meter. All associated costs required for compliance with the rules and regulations as promulgated by Southern's approved "Water Tariff" and the State of Texas governing the delivery of potable water service to the one (1) consuming facility contained within the Development shall be borne solely by the Developer.

Southern's provision of potable water service to the Development is conditioned upon the Developer's execution of all prescribed contractual documents and payment of all associated costs within sixty (60) days immediately following the date of this letter.

Please be advised, Southern will not provide potable water service to the Development, or any portion thereof, until all contractual documents are fully executed, all associated costs are paid in full and strict compliance with all rules and regulations as promulgated by Southern's approved "Water Tariff" and the State of Texas is confirmed by Southern.

Office Fax
903.593.1997

Field Office
903.566.3511

Field Fax
903.566.4740

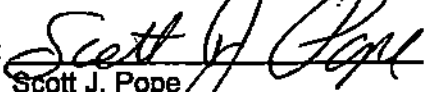
page 2 of 2: Letter to Gay Brown dated October 25, 2024 continued
Request for Potable Water Service
Proposed Brown Subdivision
Intersection of County Road 2223 and Eastside Road
One (1) lot containing 1.952 acres
Matthew Colwell Survey, A-186
Smith County, Texas

Should you have further questions, please contact this office at 903.566.3511. Southern looks forward to working with you and wishes you a successful venture.

Respectfully,

SOUTHERN UTILITIES COMPANY

by:


Scott J. Pope
Vice-President & Superintendent

SJP/mlr
encl.

cc: Michael R. Farrell
Kelley Fairbanks

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/21/2025	Submitted by: KAREN NELSON
Meeting Date: 10/13/2025	Department: ROAD & BRIDGE
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Utility Permits	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 245, West Gregg Special Utility District, install service line, Precinct 3; and b. County Road 3168, West Gregg Special Utility District, install service line, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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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: West Gregg SUD Date: 10/1/25
Company Name (if different): _____ Phone: 903-983-1816
Address: PO. Box 1196 5782 TX-31 Fax: 903-984-0707
Kilgore, TX Zip: 75663
24/7 Contact Name: Ashley Boles Phone: 903-987-0739
Contractor: Utility Works Phone: 903-981-0420
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 1041 CR 245, Kilgore (see map)

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

6. Describe all traffic controls or warning devices anticipated for this project: traffic cones & signs

7. Proposed start date: 10/13/25 Completion date: 10/13/25

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. ALL LINES MUST BE 36" BELOW RO/
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

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

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

Applicants Signature: Ashley Baker Date: 10/1/25

Approved: Amir Brz
Smith County Road Administrator/Engineer

- ALL VAULTS, HANDHOLES, PROPOSED POLES, DOWN-GUYS, AND ABOVE-GROUND BOXES MUST BE PLACED OUTSIDE OF DITCHES.
- ALL VAULTS, HANDHOLES, PROPOSED POLES, DOWN-GUYS, AND ABOVE-GROUND BOXES MUST BE PLACED A MINIMUM OF 25' AWAY FROM EDGE OF DRIVEWAYS.

Existing 6" main

3/4" PE
Tubing

water meter on
private

2" PVC

CR 245



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: West Gregg SUD Date: Oct 1, 2025
Company Name (if different): _____ Phone: 903-983-1816
Address: PO Box 1196 Kilgore, TX 75663 Fax: 903-984-0707
5782 TX-31 W Zip: 75662
24/7 Contact Name: Ashley Boles Phone: 903-983-1816
Contractor: Utility Works Phone: 903-918-0420
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 11058 CR 3168 Winona, TX (see map)

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

6. Describe all traffic controls or warning devices anticipated for this project: traffic cones & signs

7. Proposed start date: 10/13/25 Completion date: 10/13/25

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. ALL LINES MUST BE 36" BELOW ROA
4. All lines under roads carrying pressure in excess of 50psi shall be enclosed in satisfactory casing extending from right-of-way line to right-of-way line. Pipe used for casing may be any type approved by the Road Administrator and shall be capable of supporting the roadbed and traffic loads and shall be constructed such that there is no leakage through the casing, carrier pipe, joints or couplings. (Lines installed 48 inches or greater below flow line encasement is not required.)

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

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

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

Applicants Signature: Ashley Baker Date: 10/1/25

Approved: Austin Brz
Smith County Road Administrator/Engineer

- ALL VAULTS, HANDHOLES, PROPOSED POLES, DOWN-GUYS, AND ABOVE-GROUND BOXES MUST BE PLACED OUTSIDE OF DITCHES.
- ALL VAULTS, HANDHOLES, PROPOSED POLES, DOWN-GUYS, AND ABOVE-GROUND BOXES MUST BE PLACED A MINIMUM OF 25' AWAY FROM EDGE OF DRIVEWAYS.

CR 3108

2" PVC
water meter
on private
3/4" PE
Tubing
Existing 3" main

14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 10/14/2025	Submitted by: Atonia Rawlings
Meeting Date: 10/21/2025	Department: Treasurer
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Monthly Treasurer's Report	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and Accept the Treasurer's September monthly report as received.	
Background: Monthly report.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Atonia Rawlings	Email: arawlings@smith-county.com
Name: Gary Barber	Email: gbarber@smith-county.com
Name: Karin Smith	Email: ksmith@smith-county.com
Name: Judge Neal Franklin	Email: nfranklin@smith-county.com

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



ATONIA RAWLINGS
SMITH COUNTY TREASURER

FY25 MONTHLY REPORT
SEPTEMBER 2025

THE STATE OF TEXAS
COUNTY OF SMITH
AFFIDAVIT

Pursuant to LGC 114.026, I, Atonia Rawlings, Smith County Treasurer, do hereby submit the Treasurers' Monthly Report. This report includes, but is not limited to, money received and disbursed; debts due to (if known) and owed by the county; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Smith County.

As a matter of internal accounting procedure, any interest earned that is posted by a financial institution to our accounts on the last business day of the month is not included in the combined statement of receipts and disbursements until the following month.

The total amount of cash that was in custody of the County Treasurer as of 09/30/2025 is included in the following report.

Therefore, Atonia Rawlings, County Treasurer of Smith County, Texas, who is fully sworn, upon oath, says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying reports this, the 15th day of October 2025.

Atonia Rawlings, Treasurer, Smith County

Commissioner's Court, having reviewed the Treasurer's Report on this date, as presented, has taken reasonable steps to ensure its accuracy and based upon presentation of the Treasurer's Office approving the report on the 28th day of October 2025. This report is subject to the county's review and requests that it be filed with the official minutes of this meeting. {LGC 114.026(c)}. This report will be filed with the Smith County Clerk's office.

Hon. County Judge Neal Franklin

Hon. Commissioner Drewry Pct #1

Hon. Commissioner Moore Pct #2

Hon. Commissioner Herod Pct #3

Hon. Commissioner Caraway Pct #4

Hon. Karen Phillips, County Clerk Filed for Record 28th day
of October 2025 and Recorded this ___ day of October 2025

County Auditor, Karin Smith

FUND BANK	FNBK DESC	FUND ACCT	ACCT DESC	SUBT DESC	CUR BAL
10	GENERAL FUND	10.1010	CASH	CURRENT B	22,945,644.89
10	GENERAL FUND	10.1510	INVESTMENTS	CURRENT B	27,992,215.91
11	JUV DELINQ PREVENT	11.1010	CASH	CURRENT B	179,932.38
12	COURTHOUSE SECURITY	12.1010	CASH	CURRENT B	1,297,412.32
13	D.A. SPECIAL	13.1010	CASH	CURRENT B	(369,876.44)
13	D.A. SPECIAL	13.1025	CASH DISTRICT ATTORNEY-ST SU	CURRENT B	399,765.48
14	COURT IMPROVEMENT FD	14.1010	CASH	CURRENT B	138,719.89
16	LAW LIBRARY	16.1016	CASH LAW LIBRARY	CURRENT B	74,853.26
16	LAW LIBRARY	16.1510	INVESTMENTS-LAW LIBRARY	CURRENT B	189,280.60
17	LAW ENFORCE SEIZURES	17.1010	CASH CONSTABLE 1	CURRENT B	1,305.16
17	LAW ENFORCE SEIZURES	17.1012	CASH SHERIFF	CURRENT B	647,609.31
17	LAW ENFORCE SEIZURES	17.1013	CASH CONSTABLE 5	CURRENT B	1,209.96
17	LAW ENFORCE SEIZURES	17.1014	CASH CONSTABLE 2	CURRENT B	442.77
17	LAW ENFORCE SEIZURES	17.1015	CASH CONSTABLE 4	CURRENT B	1,995.98
17	LAW ENFORCE SEIZURES	17.1046	CASH - OTHER AGENCIES	CURRENT B	1,000.00
18	DA CRIME PREVENTION	18.1010	CASH	CURRENT B	6,896.74
19	FED EQ SHARING TREASURY FUND	19.1010	CASH - DISTRICT ATTY	CURRENT B	12,209.40
19	FED EQ SHARING TREASURY FUND	19.1012	CASH SHERIFF	CURRENT B	38,327.52
19	FED EQ SHARING TREASURY FUND	19.1013	CASH CONSTABLE 5	CURRENT B	7,400.00
20	DRUG FORFEITURES	20.1011	CASH CONSTABLE #1	CURRENT B	4,879.79
20	DRUG FORFEITURES	20.1012	CASH SHERIFF DRUG	CURRENT B	223,471.38
20	DRUG FORFEITURES	20.1013	CASH CONSTABLE 5 DRUG	CURRENT B	42,509.60
20	DRUG FORFEITURES	20.1014	CASH CONSTABLE 2 DRUG	CURRENT B	15.37
20	DRUG FORFEITURES	20.1015	CASH CONSTABLE 4 DRUG	CURRENT B	4,412.32
21	CRIME VICTIM SERV	21.1067	CASH - JURY DONATIONS	CURRENT B	137,507.69
21	CRIME VICTIM SERV	21.1081	CASH-CRIME VICTIM'S SERVICES	CURRENT B	44,193.09
22	D.A. DRUG FORFEIT	22.1010	CASH	CURRENT B	257,363.70
22	D.A. DRUG FORFEIT	22.1127	CASH - NON CH 59 FORFEITURES	CURRENT B	943.48
24	OTHER GRANTS	24.1010	CASH	CURRENT B	55,002.27
25	LOCAL LAW ENF GRANTS	25.1010	CASH	CURRENT B	447,824.35
27	EAST TEXAS ANTI GANG	27.1010	CASH	CURRENT B	330,828.89
29	1287389 D.P.S. SEIZURES`	29.1010	CASH	CURRENT B	128,961.15
32	FINANCIAL CRIME	32.1010	CASH	CURRENT B	555,041.73
33	CHAPTER 19 VOTER	33.1010	CASH	CURRENT B	36,534.54
35	DEA TASK FORCE	35.1010	CASH - SHERIFF	CURRENT B	189,066.27
35	DEA TASK FORCE	35.1013	CASH CONSTABLE 5	CURRENT B	17,670.05
35	DEA TASK FORCE	35.1015	CASH CONSTABLE 4	CURRENT B	260.94
35	DEA TASK FORCE	35.1025	CASH DISTRICT ATTORNEY	CURRENT B	15,945.41
36	E BRYNE JAG	36.1010	CASH	CURRENT B	15,000.00
38	BODY WORK CAMERA	38.1010	CASH	CURRENT B	470.75
42	LEOSE	42.1013	CASH CONSTABLE 5	CURRENT B	3,909.22
42	LEOSE	42.1014	CASH - CONSTABLE 2	CURRENT B	6,888.73
42	LEOSE	42.1049	CASH - CONSTABLE 4	CURRENT B	6,242.19

BALANCE
\$29,919.04

42	LEOSE	42.1051	CASH - SHERIFF	CURRENT E	87,235.52
42	LEOSE	42.1053	CASH - FIRE MARSHAL	CURRENT E	8,204.14
42	LEOSE	42.1069	CASH - DIST ATTY	CURRENT E	17,535.60
42	LEOSE	42.1071	CASH - CONSTABLE 1	CURRENT E	7,645.91
42	LEOSE	42.1114	CASH CONSTABLE 3 LEOSE	CURRENT E	8,780.44
43	JUDICIAL EDUCATION	43.1010	CASH	CURRENT E	39,607.00
44	JUSTICE CRT.TECH.	44.1010	CASH	CURRENT E	328,566.28
44	JUSTICE CRT.TECH.	44.1510	INVESTMENTS	CURRENT E	159,765.37
45	FACILITY IMP. FUND	45.1010	CASH FACILITY IMPROVEMENT	CURRENT E	4,022,997.49
45	FACILITY IMP. FUND	45.1510	INVESTMENTS-FACILITY IMPROV	CURRENT E	2,082,441.91
46	RECORDS MGMT-CO CLER	46.1010	CASH	CURRENT E	2,672,925.34
46	RECORDS MGMT-CO CLER	46.1510	INVESTMENTS	CURRENT E	3,903,300.12
48	DIST. CLK. TITLE IVD	48.1010	CASH	CURRENT E	55,402.48
49	DIST CLERK REC. PRES	49.1010	CASH	CURRENT E	258,124.99
50	FORFEITURE INT. 10%	50.1010	CASH	CURRENT E	335,910.99
52	CO & DIST CRT TECHNOLOGY FND	52.1010	CASH	CURRENT E	32,869.04
53	COMMISSARY FUND-JAIL	53.1010	CASH	CURRENT E	825,535.08
53	COMMISSARY FUND-JAIL	53.1510	INVESTMENTS	CURRENT E	11,198.91
54	CSCD INSURANCE FUND	54.1010	CASH - CSCD INSURANCE FUND	CURRENT E	81,713.59
55	HOMELAND SECUR. GRT	55.1010	CASH	CURRENT E	17,888.96
56	SM CO INSURANCE FND	56.1010	CASH	CURRENT E	348,589.15
56	SM CO INSURANCE FND	56.1510	INVESTMENTS	CURRENT E	1,206.01
59	INFRASTRUCTURE - SERIES 2024	59.1010	CASH	CURRENT E	1,204,172.39
61	ELECTION SERVICES	61.1010	CASH	CURRENT E	102,349.90
62	TRUST & AGENCY	62.1014	CASH TRUST & AGENCY	CURRENT E	1,052,351.91
63	EVIDENCE FUND	63.1010	CASH	CURRENT E	7,058.08
68	(LPPF) LOCAL PROVIDER FUND	68.1010	CASH	CURRENT E	18,814,084.79
70	DEBT SERVICE	70.1010	CASH DEBT SERVICE	CURRENT E	953,945.03
70	DEBT SERVICE	70.1108	DELINQUENT TAX-REC-CO 2000	CURRENT E	(.42)
70	DEBT SERVICE	70.1510	INVESTMENTS	CURRENT E	28,562.89
71	INFRASTRUCTURE - SERIES 2019	71.1010	CASH	CURRENT E	496,869.93
72	INFRASTRUCTURE SERIES 2020	72.1010	CASH	CURRENT E	36,308.15
73	WRKFORCE INVEST FUND	73.1115	CASH WORKFORCE	CURRENT E	(66,960.28)
73	WRKFORCE INVEST FUND	73.1521	INVESTMENTS WORKFORCE FUND	CURRENT E	138,802.12
74	COVID19 GRANTS-AARPA	74.1010	CASH	CURRENT E	9,162,053.08
75	ROAD & BRIDGE FUND	75.1010	CASH	CURRENT E	16,826,406.67
75	ROAD & BRIDGE FUND	75.1510	INVESTMENTS	CURRENT E	3,800,254.76
76	INFRASTRUCTURE SERIES 2021	76.1010	CASH	CURRENT E	17,998.99
77	INFRASTRUCTURE SERIES 2022	77.1010	CASH	CURRENT E	762,396.14

See fund 45 Same Bank Account

78	PARKING STRUCTURE CONSTRUCTI	78.1010	CASH	CURRENT B	5,036,826.47
79	COURTHOUSE CONSTRUCTION FUND	79.1010	CASH		117,389,174.14
80	ELECT. VOTING HAVA	80.1010	CASH	CURRENT B	7,556.96
83	E.T. AUTO TASK	83.1010	CASH	CURRENT B	258,992.03
86	TJPC TITLE IV-E (E)	86.1010	CASH	CURRENT B	381.49
86	TJPC TITLE IV-E (E)	86.1510	INVESTMENTS	CURRENT B	4,578.45
87	J/A/C MAINTENANCE FUND	87.1010	CASH	CURRENT B	137,722.08
87	J/A/C MAINTENANCE FUND	87.1510	INVESTMENTS	CURRENT B	731,413.66
88	COMMUNITY CORRECT	88.1072	CASH-COMMUNITY SUPERVISION	CURRENT B	1,070,771.25
88	COMMUNITY CORRECT	88.1510	INVESTMENTS	CURRENT B	1,888,896.38
90	JUVENILE PROB.	90.1010	CASH JUV. DET./PROB.	CURRENT B	15,003.68
91	JJAEP- P GRANT	91.1010	CASH	CURRENT B	57,857.48
91	JJAEP- P GRANT	91.1510	INVESTMENTS	CURRENT B	26.81
93	JUVENILE FUND	93.1010	CASH	CURRENT B	809,172.73
93	JUVENILE FUND	93.1510	INVESTMENTS	CURRENT B	94,958.10
95	TJPC	95.1010	CASH	CURRENT B	184,459.85
97	INFRASTRUCTURE 2025	97.1010	CASH	CURRENT B	20,006,034.45
98	SM CO STATE ACH/BAIL	98.1010	CASH	CURRENT B	6,626.93
98	SM CO STATE ACH/BAIL	98.1510	INVESTMENTS	CURRENT B	271,336.20
99	PAYROLL	99.1010	CASH	CURRENT B	165,277.20

****NOTE** AUGUST SSB INTEREST HAS NOT BEEN ADDED**AUGUST INVESTMENT INTEREST HAS NOT BEEN ADDED****
REPORT FOR SEPTEMBER 1, 2025 TO SEPTEMBER 30, 2025

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

Atonia Rawlings, County Treasurer

**THE COMMISSIONERS COURT CERTIFIES THE MONTHLY TREASURER REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2025 .
SUBMITTED ON OCTOBER 14, 2025**

SMITH COUNTY JUDGE

COMMISSIONER, PRECINCT #1

COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3

COMMISSIONER, PRECINCT #4

SMITH COUNTY CLERK

SMITH COUNTY AUDITOR

STATEMENT OF INVESTMENT ACCOUNTS 9/30/2025									
4.3317%				4.2135%			TOTAL ALL	SEPTEMBER	10-24 TO 9-25
FUND	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL	INVESTMENTS	TOTAL MO INT	TOTAL YRLY INT
10 GENERAL	\$27,172,308.70	\$96,720.28	\$27,269,028.98	\$819,907.21	\$2,839.09	\$822,746.30	\$28,091,775.28	\$99,559.37	\$ 914,200.25
11 GRAFFITI						\$0.00	\$0.00	\$0.00	
12 SECURITY						\$0.00	\$0.00	\$0.00	
13 DA SPECIAL						\$0.00	\$0.00	\$0.00	
14 CRT IMPROVEMENT						\$0.00	\$0.00	\$0.00	
15 COMM. POLICING						\$0.00	\$0.00	\$0.00	
16 LAW LIBRARY	\$189,280.60	\$673.75	\$189,954.35			\$0.00	\$189,954.35	\$673.75	\$ 6,186.79
17 SEIZURES						\$0.00	\$0.00	\$0.00	
18 DA CRIME PREVENT						\$0.00	\$0.00	\$0.00	
19 DA FEDERAL ASSET						\$0.00	\$0.00	\$0.00	
20 DRUG FORFEITURE						\$0.00	\$0.00	\$0.00	
21 VICTIM'S SERVICES						\$0.00	\$0.00	\$0.00	
22 DA FORFEITURES						\$0.00	\$0.00	\$0.00	
29 DPS SEIZURES						\$0.00	\$0.00	\$0.00	
36 E. BYRNE JAG 2009						\$0.00	\$0.00	\$0.00	
31 STEP TOBACCO						\$0.00	\$0.00	\$0.00	
32 VICTIM'S COMP.						\$0.00	\$0.00	\$0.00	
33 CH 19 VOTER REG						\$0.00	\$0.00	\$0.00	
35 DEA TASK FORCE						\$0.00	\$0.00	\$0.00	
38 JAG RECOVERY ACT						\$0.00	\$0.00	\$0.00	
42 LEOSE						\$0.00	\$0.00	\$0.00	
43 JUD. EDUCATION						\$0.00	\$0.00	\$0.00	
44 JCTF				\$159,765.40	\$553.20	\$160,318.60	\$160,318.60	\$553.20	\$ 5,076.60
45 FAC. IMPROVEMENT				\$2,082,441.91	\$7,210.88	\$2,089,652.79	\$2,089,652.79	\$7,210.88	\$ 66,170.65
46 RECORDS MGMNT	\$2,549,850.40	\$9,076.22	\$2,558,926.62	\$1,353,449.72	\$4,686.60	\$1,358,136.32	\$3,917,062.94	\$13,762.82	\$ 126,350.33
48 DC TITLE IV D	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
49 DC RECORD PRES.						\$0.00	\$0.00	\$0.00	
50 FORFEITURE INT.						\$0.00	\$0.00	\$0.00	
51 SEARCH & RESCUE						\$0.00	\$0.00	\$0.00	
52 CO. & DIST. TECH						\$0.00	\$0.00	\$0.00	
53 COMMISSARY JAIL						\$0.00	\$0.00	\$0.00	
54 CSCD INSURANCE						\$0.00	\$0.00	\$0.00	
55 HOMELAND SEC.						\$0.00	\$0.00	\$0.00	
56 INSURANCE	\$1,206.01	\$4.29	\$1,210.30			\$0.00	\$1,210.30	\$4.29	\$ 3,946.18
60 INDIGENT HEALTH				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
61 ELECTION SERVICE						\$0.00	\$0.00	\$0.00	
62 TRUST & AGENCY						\$0.00	\$0.00	\$0.00	
63 EVIDENCE FUND						\$0.00	\$0.00	\$0.00	
66 TRANSPORTATION						\$0.00	\$0.00	\$0.00	
65 JAIL EXPANSION						\$0.00	\$0.00	\$0.00	
67 CAPITAL IMPRVMTS						\$0.00	\$0.00	\$0.00	
70 DEBT SERVICE	\$28,562.89	\$101.69	\$28,664.58			\$0.00	\$28,664.58	\$101.69	\$ 933.65
73 WORKFORCE FUND				\$138,802.12	\$480.65	\$139,282.77	\$139,282.77	\$480.65	\$ 4,410.51
75 ROAD & BRIDGE	\$3,555,093.11	\$12,654.39	\$3,567,747.50	\$245,161.65	\$848.91	\$246,010.56	\$3,813,758.06	\$13,503.30	\$ 123,990.92
80 VOTING SYSTEM						\$0.00	\$0.00	\$0.00	

STATEMENT OF INVESTMENT ACCOUNTS 9/30/2025									
4.3317%							TOTAL ALL	SEPTEMBER	10-24 TO 9-25
FUND	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL	INVESTMENTS	TOTAL MO INT	TOTAL YRLY INT
81 TJPC SALARY						\$0.00	\$0.00	\$0.00	
83 AUTO TASK FORCE						\$0.00	\$0.00	\$0.00	
86 TJPC TITLE IV E	\$2,018.59	\$7.15	\$2,025.74	\$2,559.86	\$8.87	\$2,568.73	\$4,594.47	\$16.02	\$ 147.32
87 JAC MAINTENANCE				\$731,413.66	\$2,532.69	\$733,946.35	\$733,946.35	\$2,532.69	\$ 23,241.13
88 ADULT PROBATION	\$1,999,896.38	\$7,118.66	\$2,007,015.04			\$0.00	\$2,007,015.04	\$7,118.66	\$ 65,368.09
90 JUV. PROBATION						\$0.00	\$0.00	\$0.00	
91 JJAEP				\$26.81	\$0.04	\$26.85	\$26.85	\$0.04	\$ 0.40
93 JUVENILE FUND	\$2,868.11	\$10.19	\$2,878.30	\$92,089.99	\$318.90	\$92,408.89	\$95,287.19	\$329.09	\$ 3,019.73
92 JAIBG TRUANCY						\$0.00	\$0.00	\$0.00	
95 TJPC STATE AID						\$0.00	\$0.00	\$0.00	
98 STATE ACH	\$275,081.70	\$1,026.71	\$276,108.41			\$0.00	\$276,108.41	\$1,026.71	\$ 133,032.18
99 PAYROLL						\$0.00	\$0.00	\$0.00	
TOTALS	\$35,776,166.49	\$127,393.33	\$35,903,559.82	\$5,625,618.33	\$19,479.83	\$5,645,098.16	\$41,548,657.98	\$ 146,873.16	\$ 1,476,074.73

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Weekly	Department: Auditor
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ 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 ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____