

COMMISSIONERS COURT AGENDA
Tuesday, January 20, 2026
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, January 20, 2026**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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

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

OPEN SESSION:

COURT ORDERS

INFORMATION TECHNOLOGY

1. Consider and take necessary action to approve a three (3) year agreement with ClearGov, Inc. at the recurring annual cost of \$24,300 for budget software utilizing BuyBoard contract 692-23 and authorize the county judge to sign all related documentation.

EAST TEXAS AUTO THEFT TASK FORCE

2. Consider and take necessary action to approve a Memorandum of Understanding (MOU) between Smith County, the East Texas Auto Theft Taskforce (ETATTf), and Smith County Criminal District Attorney's Office.

ELECTIONS

3. Consider and take necessary action to approve Facility Use Agreements between Smith County and the following locations for elections occurring in 2026 and authorize the county judge to sign all related documentation:
 - a. Arp Community Center,
 - b. Bethel Bible Church,
 - c. Chapel Hill Fire Department,
 - d. Cornerstone Church,
 - e. Cross Brand Cowboy Church,
 - f. First Christian Church,
 - g. Flint Baptist Church,
 - h. Garden Valley Baptist Church,
 - i. Glass Recreation Center,
 - j. Greater Life Church,
 - k. Heritage Building,
 - l. Hideaway Member Svc Building,
 - m. Hill Creek Baptist Church,
 - n. Lanes Chapel Methodist Church,
 - o. Lindale Kenzie Community Center,
 - p. New Harmony Baptist Church,
 - q. Noonday Community Center,
 - r. Shiloh Road Church of Christ,
 - s. St. Louis Baptist Church,
 - t. St. Violet Baptist Church,
 - u. Starrville Church of the Living God,
 - v. Tyler ISD: Bell, Clarkston, Jones, Three Lakes,
 - w. Tyler Junior College – West Campus,
 - x. Tyler Senior Center,
 - y. Winona Community Center,
 - z. Cameron J. Jarvis Library,
 - aa. Old Tyler Airport, and
 - ab. Rose Heights Church – Lindale.

FIRE MARSHAL'S OFFICE

4. Consider and take necessary action to enter into a Memorandum of Understanding (MOU) between Smith County and The Park of East Texas for point of distribution locations and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK

5. Consider and take the necessary action to approve the Commissioners Court minutes for December 2025.
6. Receive Commissioners Court recordings for December 2025.

ROAD AND BRIDGE

7. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 47, Oncor Electric LLC, upgrade existing lines and poles, Precinct 4, and
 - b. County Road 489 and 490, Conterra Ultra Broadband, LLC, road bore to install fiber optic cable, Precinct 4.

AUDITOR'S OFFICE

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

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

551.071. CONSULTATION WITH ATTORNEY 551.074 PERSONNEL MATTERS

9. 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.
10. Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst.

OPEN SESSION:

COURT ORDERS

COMMISSIONERS COURT

11. Consider and take necessary action to approve an order abolishing the office of Smith County Budget Officer, pursuant to Texas Local Government Code, Section 111.062(b), and approve reclassification of the Budget Officer position to a Budget Analysts Position.

12. Consider and take necessary action to appoint a new Smith County Budget Officer or hire a Budget Analyst dependent upon the availability of the respective positions.

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: 1/13/2026

Time: 5:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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

Submission Date: 01/09/26	Submitted by: Don Bell
Meeting Date: 01/20/26	Department: Information Technology
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Cleargov Budget Software	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a three (3) year agreement with ClearGov, Inc. at the recurring annual cost of \$24,300 for budget software utilizing BuyBoard contract 692-23 and authorize the County Judge to sign all related documentation.	
Background: This is a SaaS Budgeting Software that has been reviewed by IT and the Auditor and it was determined that the Auditor would like this software installed by April 1, 2026 to start the new budget process. It is managed outside of the financial system and departments would submit their budgets through the program.	
Financial and Operational Impact: There is a setup cost of \$8,100 to onboard and then a prorated subscription cost between February 2026 through September 30, 2026 of \$16,200 and then the annual recurring from October 1, 2026 of \$24,300.00. This is funded by the Auditor out of funds from the Budget Office. This item was not approved for budget for FY26 in the IT Budget - it was removed.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: dbell@smith-county.com	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created By	Tom Peck
Contact Phone	425-372-6185
Contact Email	tpeck@cleargov.com

Order Date	Jan 7, 2026
Order Valid If Signed By	Jan 14, 2026

Customer Information					
Customer	Smith County, TX	Contact	Karin Smith	Billing Contact	Karin Smith
Address	1517 W Front St Ste 263	Title	Auditor	Title	Auditor
City, St, Zip	Smith, TX 75702	Email	ksmith@smith-county.com	Email	ksmith@smith-county.com
Phone	903-590-4700			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Customer Annual Budgeted Expenditures - All Funds Total		\$168,000,000
Setup Services		Tier / Rate Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions		Tier 4B \$ 8,100.00
Total ClearGov Setup Service Fee - Billed ONE TIME		\$ 8,100.00
Subscription Services		Tier / Rate Service Fees
ClearGov Base Platform - Civic Edition		Tier 4B \$ 3,800.00
ClearGov Operational Budgeting - Civic Edition		Tier 4B \$ 20,500.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 24,300.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Feb 1, 2026	Feb 1, 2026	ClearGov Setup Services
Pro-Rata	Feb 1, 2026	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Feb 1, 2026	\$8,100.00	One-Time Setup Fee
Feb 1, 2026	\$16,200.00	8 Month Pro-Rata Subscription Fee
Oct 1, 2026	\$24,300.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms & Conditions		
Valid Until	Jan 14, 2026	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Karin Smith
Title	Auditor

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	If XS: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the **"Agreement"**) is made and entered into by and between ClearGov, Inc. (**"ClearGov"**), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a **"Party"** and collectively the **"Parties"**). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the **"ClearGov Service Order(s)"**). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) Definitions. Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) **"Account"** means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) **"ClearGov API"** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) **"ClearGov Apps"** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) **"ClearGov Data"** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) **"ClearGov Service"** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) **"ClearGov Web Site"** means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) **"Customer PDF"** means **one or more PDF files of Customer's** digital documents created by Customer using the ClearGov Apps.
- 1.8) **"Customer Data"** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) **"Customer State"** means the state, commonwealth or territory in which the Customer is located.
 - 1.10) **"Customer Web Site"** means any Web site owned and operated by Customer.
 - 1.11) **"Documentation"** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
 - 1.12) **"Sensitive Data"** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
 - 1.13) **"Software"** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.
- 2) Service Usage & Licenses.
- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
 - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).
- 3) Term and Termination.
- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the **"Term"**).
 - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

- thereof.
- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) Obligations. Upon expiration or termination of this Agreement:
- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.
- 3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.
- 4) Fees and Billing.
- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) Interest and Collections. Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Pursuant to Texas Government Code, Chapter 2251 (Texas Prompt Pay Act) Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. A late payment shall be any payment that is not paid by the 31st day after the later of (1) the date County receives the good under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date Smith County receives an invoice for the goods or services. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, **attorneys' fees**, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.
- 5) Intellectual Property.
- 5.1) General. Both Parties may only use the other **Party's** intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either **Party's** ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) Data Ownership and License.
- a) Customer represents and warrants that it has obtained all

data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for **ClearGov's use as contemplated by this Agreement**.

Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.
- 5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.
- 6) Representations, Warranties, Indemnification and Liability.
- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii)

- by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) **to ClearGov's knowledge**, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.
- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. **At ClearGov's cost, ClearGov** agrees to indemnify, hold harmless and defend Customer **against any cost, loss or expense (including attorney's fees)** resulting from any claims by third parties for loss, damage or injury (each, a **"Claim"**) arising out of or relating to (i) **ClearGov's** breach of any term, condition, representation or warranty of **this Agreement**, (ii) **ClearGov's violation of any** third party rights in connection with the ClearGov Service or (iii) **ClearGov's** violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS

PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. **BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS.** THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) **LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2**; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A **PARTY'S** LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other **Party's** prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is confidential or proprietary in nature, including without limitation information about a **Party's** products, systems and services (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term **"Confidential Information"** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing **Party's** Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the

event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the **Parties'** complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may **utilize Customer's name solely to** identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain **Worker's Compensation insurance as required by law**.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach,

termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by the signarbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to **JAMS'** Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

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

Submission Date: 01/9/2026	Submitted by: T. Wilson
Meeting Date: 1/20/2026	Department: DA & ETATTF
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Chapter 59 MOU	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an Memorandum of Understanding (MOU) between Smith County, the East Texas Auto Theft Task-force (ETATTF), and Smith County Criminal District Attorney's Office.	
Background: This MOU provides guidelines regarding how the DA's Office, County, and ETATTF will split any funds or proceeds obtained pursuant to Chapter 59 of the Texas Code of Criminal Procedure. This MOU is a requirement in order to participate in the grant funding. The MOU will be operable for the 2 year grant cycle, effective September 1, 2025 to August 31, 2027.	
Financial and Operational Impact: None	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY

Special Condition

DISTRICT ATTORNEY MEMORANDUM OF UNDERSTANDING

WHEREAS, the office of the Criminal District Attorney of Smith County, Texas and the East Texas Auto Theft Task Force are desirous of entering into a Memorandum of Understanding (MOU) between the parties regulating the deposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties to this MOU are identified as the Criminal District Attorney of Smith County, Texas (hereafter referred to as the District Attorney) and the East Texas Auto Theft Task Force, being that group organized pursuant to a grant by and through the Automobile Burglary and Theft Prevention Authority (hereinafter referred to as the Task Force); and

WHEREAS, the District Attorney has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft related offenses; and

NOW, THEREFORE, it is mutually agreed by and between the District Attorney and the Task Force, as follows:

1. The District Attorney shall diligently pursue all forfeiture actions which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
 - a. Upon seizure of funds or property by the Task Force under the provisions of law, the Task Force shall provide for the custody property until final disposition of the Forfeiture action; and the District Attorney shall provide for the custody of seized funds per Chapter 59.03 of the Code of Criminal Procedure.
 - b. Upon final disposition of a Forfeiture under Chapter 59 of the Forfeiture action, all funds and all property attributable to the efforts of the Task Force shall be awarded to the Task Force in accordance with the interlocal Agreements between the Smith County District Attorney's Office (27%), Smith County (10%), and local law enforcement Agency (63%).
2. All property and funds awarded to the Task Force under the forfeiture action represent Program Income (see page 7 of the "ABTPA Grant Application and Administration Guidelines"). Up to the total grant amount of \$680,008.00, these funds shall be added to the funds committed to the project in accordance with the

Uniform Grant Management Standards, Subpart C, Section 25, Paragraph (g) (2). Any program income (forfeiture etc.) in excess of the total grant award amount may be retained by the grantee with ABTPA approval and must be used for purposes that further the objectives of the project.

3. This agreement shall be in effect for the term of the Task Force grant award dates, September 1, 2025 to August 31, 2027.

It is Agreed and Noted:

Jacob Putman
District Attorney
Smith County, Texas

Date

Kenneth Richbourg
Grant Project Director
East Texas Auto Theft Task Force

Date

Neil Franklin
County Judge
Smith County, Texas

Date

3

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

Submission Date: 01/13/2026	Submitted by: Michelle Allcon
Meeting Date: 01/20/2026	Department: Elections
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Facility Use Agreements	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve Facility Use Agreements between Smith County and the following locations for elections occurring in 2026, and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Michelle Allcon	Email: mallcon@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

FACILITIES USE AGREEMENT-

Rose Heights Church- Lindale

This Agreement is made this 13 day of Jan, 2026, by and between **Rose Heights Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 12465 FM 16, Lindale Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

- 2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 2, 2026: Pick-up Equipment Election Night

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

- 3. Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
- 4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: _____ at least seven (7) days prior to the first day of the event.
- 5. Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
- 6. Cancellation by Facility:** Facility agrees not to cancel the Events dates.
- 7. Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User

agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

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

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

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

between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

FACILITY

ROSE HEIGHTS CHURCH-LINDALE

Signature:

Printed Name:

Title:

Date:

Mailing Address:

12465 FM 16

Lindale, TX 75771

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
Old Tyler Airport**

This Agreement is made this 18 day of DECEMBER, 2025, by and between **Old Tyler Airport** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 150 Airport Dr, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

- (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein
- (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
- (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
- 2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
- 3. Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

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

C misdemeanor.

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

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

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

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

FACILITY

Old Tyler Airport

Signature:



Printed Name: JACK DOWNING

Title: PRESIDENT

Date: 12/18/2025

Mailing Address:

Historic Aviation Memorial Museum

150 Airport Dr. Box 2-7

Tyler, TX 75704

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT-

Arp Community Center

This Agreement is made this ____ day of _____, 202____, by and between **Arp Community Center** (hereinafter known as Facility) and **Smith County Elections Administration**, (hereinafter known as "User.")

1. Premises: Facility grants to User the use of that portion of the Facility, located at **108 E. Longview Street, Arp, Texas**, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

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

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

2. Use Dates: User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

4. Changes to Event Requirements: Event setup details need to be sent to Facility attention: Tracey

Pritchett, cityofarp9@aol.com at least seven (7) days prior to the first day of the event.

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

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

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

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

**FACILITY
CITY OF ARP**

Signature: 

Printed Name: Terry Lowry

Title: Mayor

Date: 1-5-2026

Mailing Address: PO Box 68
Arp, TX 75750

**USER
SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

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

FACILITIES USE AGREEMENT-
Bethel Bible Church

This Agreement is made this 29th day of Dec, 2025, by and between **Bethel Bible Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 17121 Hwy 69 S, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Marc Watson at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

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

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

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

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

FACILITY

Bethel Bible Church

Signature:



Printed Name: Marc Watson

Title: facilities Director

Date: 12/29/2025

Mailing Address:

17121 US Hwy 69 S

Tyler, TX 75703

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT

Greater Life Church

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

1. Premises: Facility grants to User the use of that portion of the Facility, located at 2751 FM 344 E, Bullard, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

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

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

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

March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

March 3, 2026: Election Day

March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

May 2, 2026: Election Day

May 2, 2026: Pick-up Equipment after polls close

May 26, 2026, Election Dates

May 25, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)

May 26, 2026, Election Day

May 27, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026: Election Day

November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

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

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

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

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

**FACILITY
GREATER LIFE CHURCH**

Signature: *Kenneth Prince*
Printed Name: *Kenneth Prince*
Title: *Sr. Pastor*
Date: *1/12/2026*

Mailing Address:
2751 FM 344 E
Bullard, TX 75757

**USER
SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT-

Chapel Hill Fire Department

This Agreement is made this 6 day of JANUARY, 2026, by and between **Chapel Hill Fire Department** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 13801 CR 220, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

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

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

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate

any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY

Chapel Hill Fire Department

Signature: *Dale A. Peterson*

Printed Name: *DALE A. Peterson*

Title: *Fire Chief*

Date: *JAN 6, 2026*

Mailing Address:

PO Box 132078

Tyler, TX 75713

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
Cornerstone Church**

This Agreement is made this 13 day of January, 2026, by and between **Cornerstone Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 9107 Paluxy Dr, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room


User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee \$100.00/event for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Dustin Phillips at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground

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

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

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

**FACILITY
CORNERSTONE CHURCH**

Signature: 

Printed Name: *Rev. Thomas M. Saali*

Title: *Pastor*

Date: *1-13-26*

Mailing Address:
9107 Paluxy Dr.
Tyler, TX 75703

**USER
SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

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

**FACILITIES USE AGREEMENT-
Cross Brand Cowboy Church**

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

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 11915 FM 2015, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Bo Bennett at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

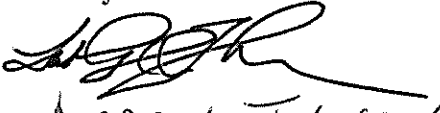
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will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

the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

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

FACILITY

Cross Brand Cowboy Church

Signature: 
Printed Name: DARRYL JOHNSON
Title: TRUSTEE
Date:

Mailing Address:
11915 FM 2015
Tyler, TX 75708

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

**FACILITIES USE AGREEMENT-
First Christian Church**

This Agreement is made this eighth day of January, 2026, by and between **First Christian Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 4202 S Broadway Ave, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026 and November 3, 2026 **or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: **Nate Dean** at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.

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

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

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

and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

FACILITY

First Christian Church

Signature: 

Printed Name: Nate Dean
Title: Facilities & Operations Director
Date: January 8, 2026

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

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

**FACILITIES USE AGREEMENT-
Flint Baptist Church**

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

1. Premises: Facility grants to User the use of that portion of the Facility, located at 11131 FM 2968 S, Flint, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

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

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

2. Use Dates: User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

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

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

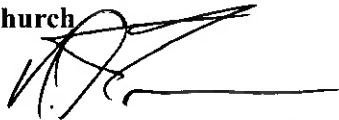
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will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

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

FACILITY

Flint Baptist Church

Signature:



Printed Name:

Nathan Tamlin

Title: *Facilities Director*

Date: *12-29-25*

Mailing Address:

11131 FM 2968 S

Flint, TX 75762

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

**FACILITIES USE AGREEMENT-
Garden Valley Baptist Church**

This Agreement is made this 6th day of January, 2026, by and between **Garden Valley Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 17816 County Road 442, Lindale, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 or any called **special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of ~~\$130.00/day~~ ^{Event} for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Emily Williamson at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

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

FACILITY

Garden Valley Baptist Church

Signature: *Emily J Williamson*

Printed Name: *Emily J Williamson*

Title: *treasurer*

Date: *1-6-26*

Mailing Address:

17816 County Road 442,

Lindale, TX 75771

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, Tx 75702

FACILITIES USE AGREEMENT-

Glass Recreation Center

This Agreement is made this 18 day of December, 2025, by and between **Glass Recreation Center** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 501 W 32nd St, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

- (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
- (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
- (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Public Building:** As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

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

building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

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

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

any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY**Glass Recreation Center**

Signature: *Staci Lara*

Printed Name: Staci Lara

Title: Supervisor

Date: 12/18/25

Mailing Address:

501 W 32nd St

Tyler, TX 75702

USER**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
TEXAS EDUCATIONAL BAPTIST STATE CONVENTION-DC BROWN HERITAGE BUILDING**

This Agreement is made this 29th day of December, 2025, by and between Texas Educational Baptist State Convention-DC Brown Heritage Building (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as “User.”)

1. Premises: Facility grants to User the use of that portion of the Facility, located at 1900 Bellwood Ave, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **March 4, 2026 May 2, 2026 May 26, 2026 June 13, 2026 November 3, 2026 or any called special election** (the "Events").

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

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

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

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

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

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

March 3, 2026, Election Dates
February 16, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)
February 17-27, 2026, Early Voting
March 3, 2026, Election Day
March 4, 2026, Equipment Pick up (a specific time to be scheduled in advance)

May 2, 2026, Election Dates
April 17, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)
April 20-28, 2026, Early Voting
May 2, 2026, Election Day
May 4, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

May 26, 2026, Election Dates
May 15, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)
May 18-22, 2026, Early Voting
May 26, 2026, Election Day
May 27, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

June 13, 2026, Election Dates
May 29, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)
June 1-9, 2026, Early Voting
Juen 13 2026 Election Day
June 15, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

November 3, 2026, Election Dates
October 16, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)

October 19-30, 2026, Early Voting
November 3, 2026, Election Day
November 4, 2026, Equipment Pick up (a specific time to be scheduled in advance)

3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of ~~\$125.00/day~~ for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Lester Dewberry at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.

13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

FACILITY**TEXAS EDUCATIONAL BAPTIST STATE CONVENTION-DC BROWN HERITAGE BUILDING**Signature: *Janis High*

Printed Name: Janis High

Title: Administrative Assistant to the President

Date: 29 December 2025

Mailing Address:

PO Box 4456

Tyler, TX 75712-4456

USER**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT-
Hideaway Member Services Building

This Agreement is made this 17 day of December, 2025, by and between Hideaway Member Services Building (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 101 Hideaway Lane Central, Hideaway, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 or any called special election (the "Events").

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

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

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

- 2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
- March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - March 3, 2026: Election Day
 - March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)
 - May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - May 2, 2026: Election Day
 - May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
 - June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - June 13, 2026: Election Day
 - June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
 - November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - November 3, 2026: Election Day
 - November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

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

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

person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY
HIDEAWAY MEMBER SERVICES BUILDING

Signature: *Melba Allen*

Printed Name: *Melba Allen*

Title: *Receptionist*

Date: *12-17-2025*

Mailing Address:
101 Hideaway Lane Central
Hideaway, TX 75771

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

**FACILITIES USE AGREEMENT-
Hill Creek Baptist Church**

This Agreement is made this 10th day of January, 2026, by and between **Hill Creek Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. Premises: Facility grants to User the use of that portion of the Facility, located at 14749 HWY 110 S, Whitehouse, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 or any called special election (the "Events").

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

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

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

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

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

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

March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

March 3, 2026: Election Day

March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

May 2, 2026: Election Day

May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026: Election Day

November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

3. Payment Terms for Non-Public Building: If Facility is not a public building, User will pay a rental/use fee of **\$50.00/day** for the use of Facility for Events.

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

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

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

7. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User

agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

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

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

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

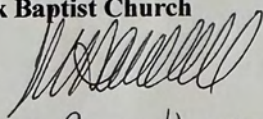
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will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

between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

FACILITY

Hill Creek Baptist Church

Signature: 

Printed Name: GARY HARVELL

Title: CHAIRMAN, BUILDING & GROUNDS COMMITTEE

Date: 1/10/2026

Mailing Address:

14749 Hwy 110 S.

Whitehouse, TX 75791

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
Lanes Chapel Methodist Church**

This Agreement is made this 18th day of December, 2025, by and between **Lanes Chapel Methodist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 8720 Old Jacksonville Hwy, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Jeff Gage at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

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

FACILITY

Lanes Chapel Methodist Church

Signature: 

Printed Name: *D. Jeff Gage*

Title: *Senior Pastor*

Date: *12-18-25*

Mailing Address:

8720 Old Jacksonville Hwy

Tyler, TX 75703

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
CITY OF LINDALE: KINZIE COMMUNITY CENTER**

This Agreement is made this 6th day of January, 2026, by and between **CITY OF LINDALE: KINZIE COMMUNITY CENTER** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 912 Mt. Sylvan St., Lindale, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **March 4, 2026 May 2, 2026 May 26, 2026 June 13, 2026 November 3, 2026 or any called special election** (the "Events").

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

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

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

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

March 3, 2026, Election Dates
February 16, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)
February 17-27, 2026, Early Voting
March 3, 2026, Election Day
March 4, 2026, Equipment Pick up (a specific time to be scheduled in advance)

May 2, 2026, Election Dates
April 17, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)
April 20-28, 2026, Early Voting
May 2, 2026, Election Day
May 4, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

May 26, 2026, Election Dates
May 15, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)
May 18-22, 2026, Early Voting
May 26, 2026, Election Day
May 27, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

June 13, 2026, Election Dates
May 29, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)
June 1-9, 2026, Early Voting
Juen 13 2026 Election Day
June 15, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

November 3, 2026, Election Dates
October 16, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)

October 19-30, 2026, Early Voting
November 3, 2026, Election Day
November 4, 2026, Equipment Pick up (a specific time to be scheduled in advance)

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

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

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

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

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).

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

FACILITY
CITY OF LINDALE: KINZIE COMMUNITY CENTER

Signature: 

Printed Name: Michelle Wiese

Title: City Secretary

Date: 

Mailing Address:
105 Ballard Dr
Lindale, TX 75771

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

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

**FACILITIES USE AGREEMENT-
New Harmony Baptist Church**

This Agreement is made this 12 day of January, 2026, by and between **New Harmony Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 10251 FM 724, Tyler Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

- 2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

* November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

- 3. Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
- 4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Cindy Mason at least seven (7) days prior to the first day of the event.
- 5. Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

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

FACILITY

New Harmony Baptist Church

Signature:



Printed Name: *Chris Webb*

Title: *Paster*

Date: *Jan 12 2026*

Mailing Address:

10251 FM 724

Tyler, TX 75762

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

FACILITIES USE AGREEMENT-
Noonday Community Center

This Agreement is made this 17th day of December 2025, by and between **Noonday Community Center** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1900 Bellwood Ave, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **March 4, 2026 May 2, 2026 May 26, 2026 June 13, 2026 November 3, 2026 or any called special election** (the "Events").

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

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

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

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

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

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

March 3, 2026, Election Dates
February 16, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)
February 17-27, 2026, Early Voting
March 3, 2026, Election Day
March 4, 2026, Equipment Pick up (a specific time to be scheduled in advance)

May 2, 2026, Election Dates
April 17, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)
April 20-28, 2026, Early Voting
May 2, 2026, Election Day
May 4, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

May 26, 2026, Election Dates
May 15, 2026, Equipment Drop Off and set up (a specific time to be scheduled in advance)
May 18-22, 2026, Early Voting
May 26, 2026, Election Day
May 27, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

June 13, 2026, Election Dates
May 29, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)
June 1-9, 2026, Early Voting
Juen 13 2026 Election Day
June 15, 2026, Equipment Pick-up (a specific time to be scheduled in advance)

November 3, 2026, Election Dates
October 16, 2026, Equipment Drop off and set up (a specific time to be scheduled in advance)

October 19-30, 2026, Early Voting
November 3, 2026, Election Day
November 4, 2026, Equipment Pick up (a specific time to be scheduled in advance)

3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$60.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Mayor Mike Turman at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.

- 13. Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
- 14. Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
- 15. Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
- 16. Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
- 17. Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

**FACILITY
NOONDAY COMMUNITY CENTER**

Signature: *Mike Turman*

Printed Name: *Mike Turman*

Title: *MAYOR*

Date: *12-17-25*

Mailing Address:
PO BOX 6425
Tyler, TX 75711

**USER
SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT-
Shiloh Road Church of Christ

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

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1801 Shiloh Road, Tyler Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/ use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention Burke Brack at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.

7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

FACILITY

SHILOH ROAD CHURCH OF CHRIST

Signature:

Printed Name:

Title:

Date:

Mailing Address:

1801 Shiloh Road,
Tyler, TX 75701

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

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

FACILITIES USE AGREEMENT-
St. Louis Baptist Church

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

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 4000 Frankston Hwy, Tyler Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

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

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

- 2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

- 3. Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
- 4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention Joe Jones at least seven (7) days prior to the first day of the event.
- 5. Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

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

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

invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.

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

FACILITY
ST. LOUIS BAPTIST CHURCH

Signature: *Janis High*

Printed Name: Janis High
Title: Office Administrator
Date: 29 December 2025

Mailing Address:
PO BOX 131146
Tyler, TX 75713

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

**FACILITIES USE AGREEMENT-
St. Violet Baptist Church**

This Agreement is made this 4th day of JANUARY, 2026, by and between **St. Violet Baptist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

- 1. Premises:** Facility grants to User the use of that portion of the Facility, located at 14129 FM 2767, Tyler Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

- (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
- (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
- (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
- 2. Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
- 3. Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
- 4. Changes to Event Requirements:** Event setup details needs to be sent to Facility attention Melvin Ford at least seven (7) days prior to the first day of the event.
- 5. Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
- 6. Cancellation by Facility:** Facility agrees not to cancel the Events dates.
- 7. Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User

agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

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


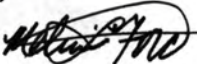
Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers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

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

between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

FACILITY
ST. VIOLET BAPTIST CHURCH

Signature: 
Printed Name:  MELVIN L. FORD
Title: DEACON
Date: 1-4-26

Mailing Address:
10205 CR 395
Tyler, TX 75708

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

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

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

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

**FACILITIES USE AGREEMENT-
Starrville Church of the Living God**

This Agreement is made this 5th day of JANUARY, 2026, by and between **Starrville Church of the Living God** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 18396 Hwy 271, Winona Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention Gregory Williams at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User

agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

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

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

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

between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

FACILITY
STARRVILLE CHURCH OF THE LIVING GOD

Signature: *Gregory Williams*
Printed Name: GREGORY WILLIAMS
Title: PASTOR
Date: January 5, 2026

Mailing Address:
18396 Hwy 271
Winona, TX 75792

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

FACILITIES USE AGREEMENT-
Tyler Junior College West Campus

This Agreement is made this 6th day of January, 2026, by and between Tyler Junior College (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1530 SSW Loop 323, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

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

March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

March 3, 2026: Election Day

March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

May 2, 2026: Election Day

May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

June 13, 2026: Election Day

June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026: Election Day

November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

C misdemeanor.

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

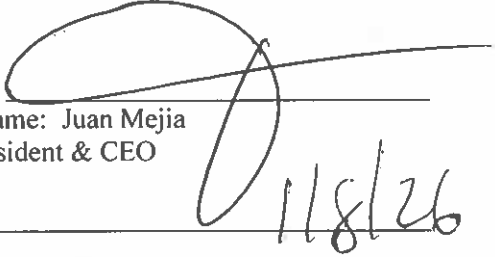
Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers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

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

14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Marks.** The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. To preserve the integrity, character and dignity of TJC and to maintain TJC's designs, trademarks, service marks, logo-graphics, and symbols and/or those designs, trademarks, service marks, logo-graphics and symbols which have become associated with TJC, User and all associated vendors must obtain written approval by the TJC Marketing, Media & Communications Department prior to use of TJC marks.
17. **NO WAIVER OF IMMUNITY OR DEFENSES:** THE PARTIES, AS INDEPENDENT POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS, CANNOT INDEMNIFY EACH OTHER FOR ANY CLAIMS, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES ARISING OUT OF THE SOLE OR PARTIAL NEGLIGENT OR INTENTIONAL ACT OR OMISSION BY THE OTHER. THE PARTIES AND AGREE THAT (SUBJECT TO ANY RIGHT TO IMMUNITY) EACH PARTY SHALL BE LIABLE ONLY FOR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, RELATED TO, OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACT OR OMISSIONS OF SUCH PARTY'S OWN RESPECTIVE OFFICIALS AND EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT. THE AGREEMENT DOES NOT EXTEND THE LIABILITY OF THE PARTIES. BY AGREEING TO THIS PROVISION, NEITHER PARTY WAIVES ANY IMMUNITY OR DEFENSES AVAILABLE TO IT AGAINST CLAIMS MADE BY THIRD PARTIES OR THE OTHER PARTY AND EACH PARTY EXPRESSLY RESERVES ALL RIGHTS TO IMMUNITY. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO WAIVE IMMUNITY IN ANY WAY NOR TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
18. **LIMITATIONS.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TYLER JUNIOR COLLEGE TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TYLER JUNIOR COLLEGE'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TYLER JUNIOR COLLEGE EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
19. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
20. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to

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

**FACILITY:
TYLER JUNIOR COLLEGE**

Signature: 
Printed Name: Juan Mejia
Title: President & CEO

Date: 11/8/26

Mailing Address: P. O. Box 9020
Tyler, Texas 75711-9020

Internal Review/TJC Contracts: *S. Roberts*

**USER:
SMITH COUNTY ELECTIONS ADMINISTRATION**

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

Date: _____

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

Date: _____

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

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

This Agreement is made this 17 day of December, 2025, by and between **Cameron J Jarvis-Troup Municipal Library** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 102 S Georgia St, Troup, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

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

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

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
March 3, 2026: Election Day
March 4 ,2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
May 2, 2026: Election Day
May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
June 13, 2026: Election Day
June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

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

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

any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY

Cameron J Jarvis-Troup Municipal Library

Signature: *Melanie Brumit*

Printed Name: *Melanie Brumit*

Title: *Library Director*

Date: *12-17-25*

Mailing Address:

PO Box 721

Troup, TX 75789

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

FACILITIES USE AGREEMENT-

Tyler Independent School District

This Agreement is made this 5th day of January, 2026, by and between **Tyler Independent School District** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. Premises: Facility grants to User the use of that portion of the Facility, located at Tyler Schools, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 **or any called special election** (the "Events").

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

Bell Elementary School: 1409 E. Hankerson St., Tyler, TX 75701

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

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

Three Lakes Middle School: 2445 Three Lakes Pkwy., Tyler, TX 75703

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

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

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

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

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

March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

March 3, 2026: Election Day

March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

May 2, 2026: Election Day

May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

June 13, 2026: Election Day

June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026: Election Day

November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may

be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

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

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

to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY

Tyler Independent School District

Signature: 

Printed Name: Marty Crawford

Title: Superintendent of Schools

Date: 01/05/2026

Mailing Address:

1319 Earl Campbell Pkwy

Tyler, TX 75701

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date:

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
Tyler Senior Center**

This Agreement is made this 5 day of January, 2026, by and between **Tyler Senior Center** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1915 Garden Valley Rd, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting **March 3, 2026, May 2, 2026, June 13, 2026, November 3, 2026 or any called special election** (the "Events").

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

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

- (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
- (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
- (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):
- March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - March 3, 2026: Election Day
 - March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

 - May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - May 2, 2026: Election Day
 - May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

 - June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - June 13, 2026: Election Day
 - June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

 - November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
 - November 3, 2026: Election Day
 - November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

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

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

person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY
TYLER SENIOR CENTER

Signature:



Printed Name: La Vera Johnson
Title: Senior Center Supervisor
Date: 12/17/2025

Mailing Address:
1915 Garden Valley Rd.
Tyler, TX 75702

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

**FACILITIES USE AGREEMENT-
Winona Community Center**

This Agreement is made this 21st day of December, 2025, by and between **Winona Community Center** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

~~Winona Community Center grants to User the use of that portion of the Facility, located at 520 Dallas St, Winona, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting March 3, 2026, May 7, 2026, June 13, 2026, November 3, 2026, or any~~
called special election (the "Events").

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

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

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

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

March 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

March 3, 2026: Election Day

March 4, 2026: Pick up Equipment Pick Up (A specific time to be scheduled in advance)

May 1, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

May 2, 2026: Election Day

May 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

June 12, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

June 13, 2026: Election Day

June 15, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026: Election Day

November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

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

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

building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

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

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

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

any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.

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

FACILITY
WINONA COMMUNITY CENTER

Signature: 

Printed Name: Rachel Moreno
Title: Mayor of Winona
Date: 12/29/2025

Mailing Address:
520 Dallas St
Winona, TX 75792

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature:

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

Signature:

Name: Neal Franklin
Title: Smith County Judge
Date:

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

4

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

Submission Date: 01/06/2026	Submitted by: Brandon Moore
Meeting Date: 01/20/2026	Department: FMO
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Memorandum of Understanding with The Park of East Texas	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to enter into a Memorandum of Understanding (MOU) with The Park of East Texas for Point of Distribution location.	
Background: This will serve as a standing location for Point of Distribution for affected areas after a disaster.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name:	Email:
Name:	Email:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN SMITH COUNTY AND THE PARK OF EAST TEXAS, INC.
FOR
POINT OF DISTRIBUTION SITE LOCATIONS**

This Memorandum of Understanding (MOU) is established between Smith County, hereinafter referred to as "the County," a Political Subdivision of the State of Texas and The Park of East Texas, Inc., hereinafter referred to as "POET," to formalize the roles and responsibilities for point of distribution site locations within Smith County.

I. TERM:

The term of this MOU shall begin as of the date of the last signature and shall be for one year and automatically renew annually, unless terminated by either party. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party. This MOU provides for no financial obligation required by either party.

II. OBJECTIVE:

The purpose of this MOU is to formalize the roles and responsibilities for Point of Distribution site locations within Smith County. Activation of the items listed below must be approved by each entity prior to operations.

III. RESPONSIBILITIES

a. Responsibilities of POET:

i. Locations

1. POET agrees to allow Smith County, and any city covered in its Emergency Operations Plan, and/or with a signed Inter-Local Agreement, to use specific locations within The Park of East Texas, consisting of gates 4, 7, and 8 along with access roads associated with them.

ii. Types of Commodities:

1. POET agrees to allow Smith County, and any city covered in its Emergency Operations Plan, and/or with a signed Inter-Local Agreement, to use these designated locations to distribute essential commodities to citizens of Smith County.

iii. Traffic Control Measures:

1. POET agrees to allow Smith County to implement any traffic control measures needed for worker or public safety, after the County has notified and received permission from POET.

b. Responsibilities of Smith County:

i. Commodity Acquisition:

1. Smith County will be solely responsible for acquiring any and all commodities through means available.
2. Smith County will be solely responsible for ensuring all personnel needed are arranged.

3. Smith County will provide any grading or soil stabilization needed to ensure a safe work area. Any such alterations to the property require prior approval from The Park of East Texas.
4. Prior to any locations being used, Smith County will take pictures of any sites that will be used for storing or distributing commodities as well as roadways to be used. Once all work is completed, and all debris has been removed, Smith County will work to ensure the locations are replaced back to pre-work conditions.

IV. MISCELLANEOUS

- a. **Relationship of Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- b. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below.

Smith County Emergency
Management Coordinator
11325 Spur 248
Tyler, Texas 75707

The Park of East Texas
11315 State Hwy 64
Tyler, Texas 75704

- c. **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.
- d. **Severability:** In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- e. **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- f. **No Third Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- g. **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- h. **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- i. **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- j. **Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie in either Smith, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- k. **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- l. **Recitals:** The recitals to this Agreement are incorporated herein.
- m. **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.
- n. **Indemnification:** To the extent allowed by law, the parties shall indemnify, defend, protect, and hold harmless each other and all its parents, subsidiaries, affiliates, officers, directors, committee members, partners, employees and agents from and against any and all damages, liabilities, losses, suits, settlements, judgements, costs, and expenses (including reasonable legal fees and expenses) that any indemnitee may incur as a result of any claims, actions, or proceedings of any kind resulting from: any personal injury, death, or property damage suffered by any participants, spectators, or others, to the extent caused by the negligence, gross negligence or willful misconduct of either party. The provisions of this section shall survive the expiration or earlier termination of this agreement.

SIGNED this _____ day of _____, 20____.

COUNTY JUDGE
SMITH COUNTY, TEXAS



Cody Rosenbalm, President/CEO
The Park of East Texas



Michael Stoltz, Chairman of the Board
The Park of East Texas

5

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

Submission Date: 1/12/2026	Submitted by: Jennafer Bell
Meeting Date: 1/20/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - December 2025	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for December 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 DECEMBER 2025 A.D.
ACCEPTED THE 20TH DAY OF JANUARY 2026 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



50-25
COMMISSIONERS COURT
MINUTES
December 2, 2025

On Tuesday, December 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

-Jay Ferguson

V. PUBLIC COMMENT

Bob Brewer #6, Dalila Reynoso #10

OPEN SESSION: 9:30 AM

COURT ORDERS

COMMISSIONERS COURT

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to reappoint Neal Franklin to the City of Lindale Reinvestment Zone #2 Board for a two-year term from January 1, 2026, to December 31, 2027, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

2. Consider and take necessary action to award recipients of the Smith County Opioid Settlement Fund Reimbursement Grant and allocate the amount of funds awarded to each organization.
Passed on

PURCHASING

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the (1) one-year renewal option for the following bids and authorize the county judge to sign all related documentation.
 - a. RB-02-25 Refined Road Oil
Approved
 - b. RB-04-25 Hot Mix Asphalt –
Texas Materials- Approved
Longview Asphalt- Not Approved
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

4. Motion made by Commissioner Christina Drewry- Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the contract for Command Central AXS Dispatch Console Upgrade with Motorola Solutions as a Capital Improvements Project under the HGAC Cooperative Contract in the amount of \$994,248.00 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

FCIC

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve an updated lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for one FCIC vehicle and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

DISTRICT ATTORNEY'S OFFICE

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the 2025 Federal Equitable Sharing Agreement and Certification for the Smith County Criminal District Attorney's Office and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

EAST TEXAS AUTO THEFT TASK FORCE

7. Motion made by Commissioner Christina Drewry- Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the FY2026 Motor Vehicle Crime Prevention Authority (MVCPA) Task Force grant and the SB224 Catalytic Converter grant interlocal agreements for the benefit of the East Texas Auto Theft Task Force and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

8. Receive pipe and/or utility line installation request (notice only):
- a. County Road 136, CenterPoint Energy, install service line, Precinct 1, and
 - b. County Roads 1154, 1264, 1155 and 1156, Metronet, install underground fiber optic cable, Precinct 4.
- No Action Necessary.*

AUDITOR'S OFFICE

9. Motion made by Commissioner Ralph Caraway, Sr. - Precinct 4 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 5-0; Abstain: (None); Absent: (None).*

SHERIFF'S OFFICE

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

ADJOURN: 9:58 AM

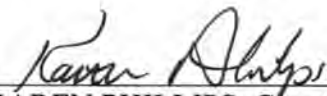
Meeting adjourned by County Judge Neal Franklin.

Date: 1/8/26

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 December 2, 2025.


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

1-13-2026
Date



51-25
COMMISSIONERS COURT
MINUTES
December 9, 2025

On Tuesday, December 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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

JoAnn Fleming #3, Robert Wilson #3, and Richard Steenson #3

OPEN SESSION: 9:30 AM

PRESENTATION

1. Receive presentation from Smith County AgriLife Extension Service agents to recognize the many volunteers who work long hours to help the Smith County community.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to award recipients of the Smith County Opioid Settlement Fund Reimbursement Grant and allocate the amount of funds awarded to each organization.

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

Awarded: Andrews Center \$110,000, Cenikor \$102,500, New Creation \$45,000, Bridge 2 Shore Sober Living \$17,500, Mitchell Wellness & Recovery \$5,000, and Transitional Care Management \$20,000.

3. Deliberation regarding a comprehensive analysis of all Road and Bridge Department projects in Smith County.

No Action Necessary.

Speakers JoAnn Fleming and Tom Fabry

Commissioners Court recessed Open Session at 11:56AM

Commissioners Court reconvened Open Session at 12:02PM

RECURRING BUSINESS

COMMISSIONERS COURT

4. Receive monthly reports from Smith County departments.

No Action Necessary.

TREASURER'S OFFICE

5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to accept Treasurer's October/ November monthly reports as received.

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

AUDITOR'S OFFICE

6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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 12:10PM 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

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

*Commissioners Court closed Executive Session at 1:10PM and reconvened
Open Session*

OPEN SESSION: 1:10PM

COURT ORDER

COMMISSIONERS COURT

8. Instruct Human Resources to extend an offer to an individual to serve as the Smith County Animal Control Supervisor pending a background check regarding the candidate's Texas Peace Officer's license.
No Action Taken.

ADJOURN: 1:10PM

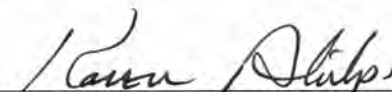
Meeting adjourned by County Judge Neal Franklin.

Date: 1/8/24

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 December 9, 2025.


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

1-13-2024
Date



52-25
COMMISSIONERS COURT
MINUTES
December 16, 2025

On Tuesday, December 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	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

Smith County Judge Neal Franklin

V. PUBLIC COMMENT

JoAnn Fleming #3, Gene Shull #3, Pam Frederick #3, Scott Martinez #3

OPEN SESSION: 9:30 AM

PUBLIC HEARING:

1. Receive public input regarding the tax abatement request by Tyler Hotel Partners, LP (Valencia Hotel).
No Action Necessary.

COURT ORDER

COMMISSIONERS COURT

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a tax abatement agreement with Tyler Hotel Partners LP, pursuant to Texas Tax Code, Chapter 312, and authorize the county judge to sign all related documentation.
Passed 4-1; Abstain: (None); Absent: (None)
Opposed: (Commissioner Christina Drewry – Precinct 1)

PRESENTATION

3. Consider and discuss a presentation on Road Bond Project by Grassroots America, Tom Fabry.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a budget request in the total amount of \$2,500 from the Smith County Historical Commission for the replacement of one historic subject markers that were removed/destroyed.
Passed 5-0; Abstain: (None); Absent: (None).
Requested \$5,000 for two historic markers. Approved \$2,500 for one historic marker.
5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the FY 2026 Contract for Legal Services for Smith County Court Mental Health Patients with Richard Patteson, in the budgeted amount of \$40,020.00, plus additional as-needed costs for Out-of-County patients and jail-based forced psychoactive medication proceedings, and authorize the county judge to sign all related documentation.
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 designate Commissioners to serve as primary point of contact for specific departments under the control or oversight of the Commissioners Court, effective January 1, 2026.
Passed 5-0; Abstain: (None); Absent: (None).
Commissioner Christina Drewry Precinct 1 – Road and Bridge, Pre-Trial Release, and Judicial Compliance/Collections
Commissioner John Moore Precinct 2 – Elections, Human Resources, and Purchasing
Commissioner J Scott Herod Precinct 3 – Records, Fire Marshal, Animal Control and Shelter, and Law Library
Commissioner Ralph Caraway, Sr. Precinct 4 – IT, Facility Services, and Veterans

FIRE MARSHAL'S OFFICE/ EMERGENCY MANAGEMENT

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the updated Emergency Support Function 3 Public Works and Engineering/Road and Bridge Annex and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to transfer a county-owned 2016 Chevrolet Silverado from the Purchasing Department to the Facility Services Department and two 2013 Chevrolet Tahoes from surplus to the Purchasing Department and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the 2025 Federal Equitable Sharing Agreement and Certification for the Smith County Sheriff's Office and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
10. Consider and take necessary action to accept the grant award for the Office of the Governor Public Safety Office Bullet-Resistant Components for Law Enforcement Vehicles, FY 2026 grant and authorize the county judge to sign all related documentation.
Passed on

ROAD AND BRIDGE

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 on a variance request from the Smith County Subdivision Regulations for the Blaire Lake Addition, Unit 1 Subdivision from the Homeowners Association, The Blaire Lake Addition Residential Community, Inc.
The maintenance of the Island that is covered in this variance request will be maintained by the Homeowners Association. Not Smith County Road and Bridge.
Passed 5-0; Abstain: (None); Absent: (None).
12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept the roadways of Blaire Lake Addition, Unit One into the Smith County Road Maintenance System and authorize the county judge to sign all related documentation.
Passed 4-1; Abstain: (None); Absent: (None);
Opposed: (Commissioner Christina Drewry – Precinct 1).

RECURRING BUSINESS

COUNTY CLERK

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the Commissioners Court minutes for November 2025.

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

14. Receive Commissioners Court recordings for November 2025.

No Action Necessary.

ROAD AND BRIDGE

15. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:

a. Replat for East Shores, Unit 3, Lots 196, 197 and 198, Precinct 2, and

b. Final Plat for the Thurman Subdivision, Precinct 3.

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

16. Receive pipe and/or utility line installation request (notice only) for County Roads 2195, 2268 and 2288, Metronet, install fiber optic cable, Precinct 2.

No Action Necessary.

AUDITOR'S OFFICE

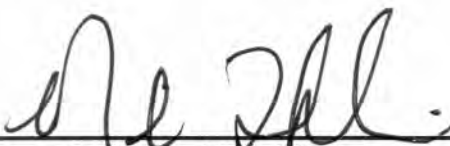
17. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

ADJOURN: 11:09AM

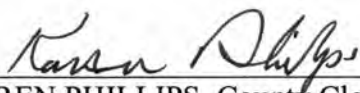
Meeting adjourned by County Judge Neal Franklin.

Date: 1/8/26

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 December 16, 2025.


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

1-13-2026
Date





53-25
**COMMISSIONERS COURT
MINUTES
December 30, 2025**

On Tuesday, December 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**

Pastor Sam DeVille – Flint Baptist Church

V. PUBLIC COMMENT

Dalila Reynoso #12, Bob Brewer #3

OPEN SESSION: 9:30 AM

PRESENTATION

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

COURT ORDERS

COMMISSIONERS COURT

2. 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 Engineer, Billy Frank Davis, effective January 1, 2026, through December 31, 2027, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

ELECTIONS

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the 2026 Joint Primary Resolution in accordance with Texas Election Code Section 172.126 and Title 31, Texas Administrative Code, Section 81.157 between Smith County and the Republican and Democratic parties.
Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to adopt the attached resolution and accept the FY25 HAVA Grant agreement # TXHAVA-ES2025-212 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 a three (3) year agreement for ERP Pro 10 Financial Software from Tyler Technologies, Inc. utilizing Sourcewell Cooperative Purchasing contract 060624-TTI in the amount of \$159,874 for each of the three (3) years (\$479,622.00 total), and authorize a discretionary exemption pursuant to Local Government Code §262.024(a)(7)(D) for data conversion in an amount not to exceed \$374,438.00, travel in an amount not to exceed \$83,333.00 and training in the amount of \$19,368.00 and authorize the county judge to sign related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

FCIC

6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve a purchase from EXFO American, Inc. in the amount of \$57,040 for FCIC and authorize a discretionary exemption pursuant to Local Government Code §262.024(a)(7) and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the following contracts with Motorola Solutions under the HGAC and Texas DIR Cooperative Contract in the amount of \$402,060.37 and authorize the county judge to sign all related documentation:
 - a. Spillman FLEX Subscription Software in the amount of \$344,159.37 under HGAC Contract RA05-21,
 - b. Command Aware SaaS (Software) in the amount of \$44,187.50 under Texas DIR Contract DIR-CPO-5433, and
 - c. CAPE Drone Software in the amount of \$13,714.00 under Texas DIR Contract DIR-CPO-5433.

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 approve the PSAP Participation Fund contribution from the 911 District in the amount of \$125,000.00 to be applied to the Motorola Solutions Spillman Contract costs 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 the CIP Project and contract for Watchguard Cloud System and Migration with Motorola Solutions under the HGAC Contract RA05-21 in the amount of \$193,952.40 and authorize the county judge to sign all related documentation.

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

PURCHASING

10. Consider and take necessary action to award annual contracts for the following bids and authorize the county judge to sign all related documentation:

- a. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award RB-11-26 Annual Contract for Drainage Culverts (Base Bid A) to Wilson Culverts, Inc.

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

Award Wilson Culverts, Inc.

- b. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reject current bid by MGS Cortex Construction, Inc. for RB-13-26 Annual Contract for Asphaltic Concrete Patching Material and authorize a rebid.

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

Authorize rebid

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:

- a. RB 15-26 Annual Roadway Striping, and
- b. RB 16-26 Annual Contract for Drainage Culverts (Base Bid B and C).

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

SHERIFF'S OFFICE

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Peace Officer Mental Health grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.

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

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Body Worn Camera grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.

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

14. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Rifle-Resistant Body Armor grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.

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

15. Consider and take necessary action to allow the Auditor's Office to apply for the FY2027 Office of the Governor, Public Safety Office, Sexual Assault Evidence Testing grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.

****PASSED ON****

RECURRING BUSINESS

AUDITOR'S OFFICE

16. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 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 5-0; Abstain: (None); Absent: (None).

Commissioners Court recessed Open Session at 11:18AM 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 with attorney regarding regulatory compliance and claims submitted through the Smith County Health Plan, and compliance with Local Government Code Chapter 262, Subchapter C.
18. Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst.

Commissioners Court closed Executive Session at 12:42PM and reconvened Open Session

OPEN SESSION: 12:42PM

COURT ORDERS

COMMISSIONERS COURT

19. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the following ancillary agreements and disclosures pursuant to Local Government Code, § 262.036 related to the Smith County Health Plan, authorize the Auditor's Office to submit payment, and authorize the county judge to sign all related documentation
 - a. Benefits Bucks, Inc., FSA/HSA Administration,
 - b. Cobra Charmers, Inc., Cobra Benefits Administration,
 - c. Brinson Benefits, Inc., BSwift Benefits Enrolment Portal, and
 - d. MyTelemedicine, Inc. dba Lyric Health, Telemedicine Administration.*Passed 5-0; Abstain: (None); Absent: (None).*
20. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the Purchasing Department to advertise, solicit, and receive RFP's for Third Party Administrator (TPA) for the Smith County Employee Health Plan.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 12:45PM

Meeting adjourned by County Judge Neal Franklin.

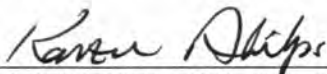
Date: 11/9/20

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 December 30, 2025.



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

1-13-2026
Date



6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/12/2026	Submitted by: Jennafer Bell
Meeting Date: 1/20/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - December 2025	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court recordings for December 2025.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

7

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

Submission Date: 01/13/2026	Submitted by: KAREN NELSON
Meeting Date: 01/20/2026	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permits	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 47, Oncor Electric LLC, upgrade existing lines and poles, Precinct 4; and b. County Road 489 and 490, Conterra Ultra Broadband, LLC, road bore to install fiber optic cable, Precinct 4	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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

1. Applicant: Earnest Nelson Date: 11/24/2025
Company Name (if different): Oncor Electric LLC Phone: 945/201-1017
Address: 1616 Woodall Rodgers Fwy Fax: _____
Dallas, TX Zip: 75202
24/7 Contact Name: Todd Riley Phone: 903/850-4888
Contractor: Primoris T&D Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric LLC Phone: 945/201-1017
3. Franchise Contact: Earnest Nelson Phone: 614/893-7320
4. Location (if applicable, length of installation in feet): County Rd 47 (Dr. Bundy Rd)
Upgrading existing utility lines and replacing poles along CR 47
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 Plan Attached

7. Proposed start date: 12/12/2025 Completion date: 3/12/2026

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

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

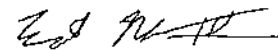
Specific instructions and conditions are as follows:

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

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

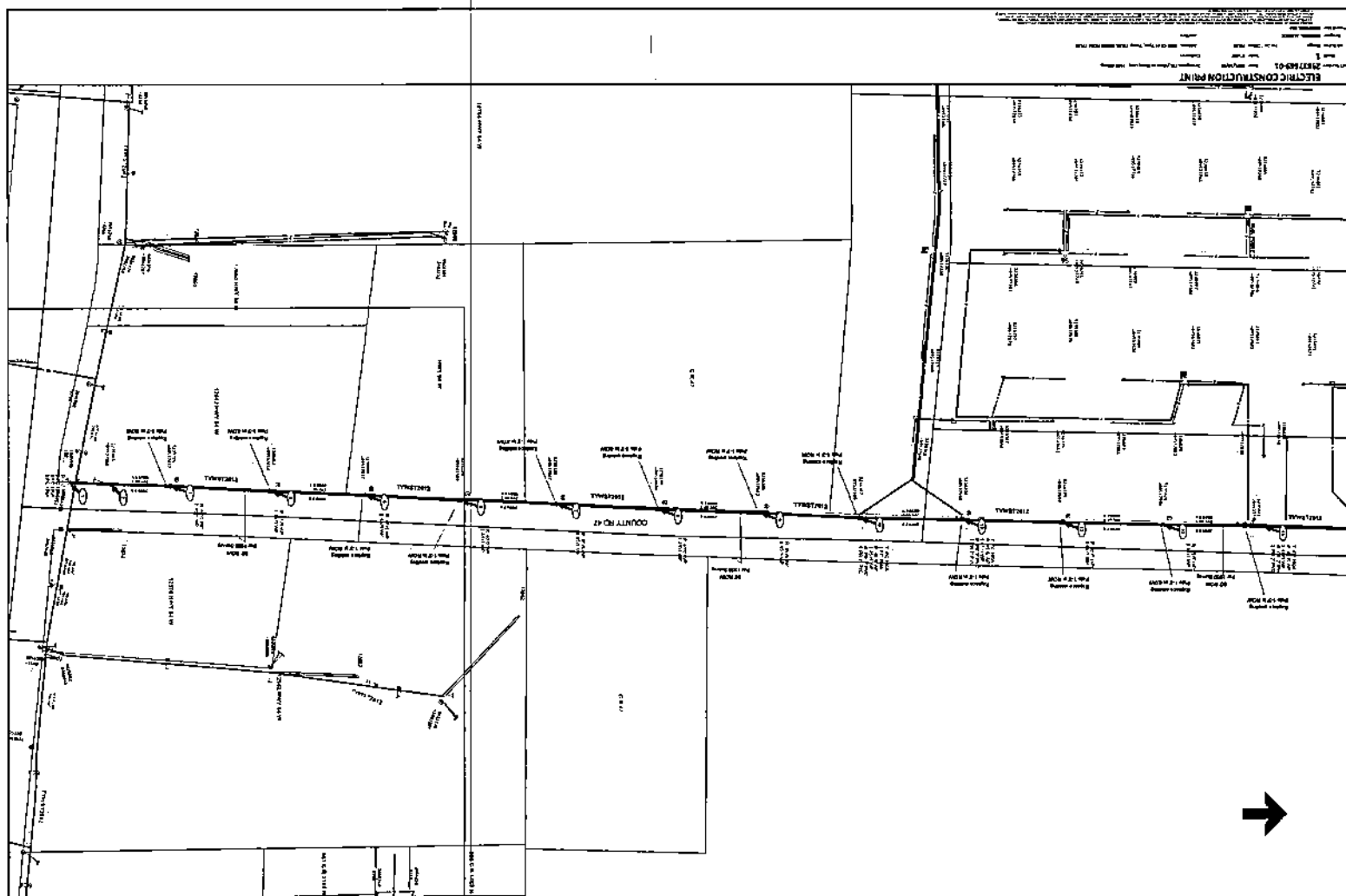
20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

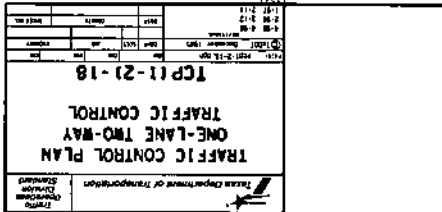
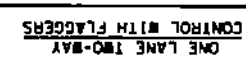
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: 

Date: 11/24/2025

Approved: 
Smith County Road Administrator/Engineer



[illegible]

MOBILE	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100	



**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: Conterra Ultra Broadband, LLC Date: 11/12/2025
Company Name (if different): _____ Phone: 318-717-4580
Address: 2028 Highway 115 Fax: _____
Mansura, La 71350 Zip: _____
24/7 Contact Name: JOSH LOKER Phone: 318-518-0054
Contractor: CONTERRA Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): CR 489 and CR 490 - Project P-033644

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: _____

Directional bore 2x 1.25" HDPE SDR 13.5 conduit - Install 144ct fiber optic cable

7. Proposed start date: 12/17/2025 Completion date: 2/27/2025

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

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

Specific instructions and conditions are as follows:

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

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

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

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

Applicants Signature: _____

Date: 11/12/2025

Approved: _____

Smith County Road Administrator/Engineer

Proj CategoryID	ProjID	ItemID	ManufacturerPartNumber	CLECode	SalesQty	SiteID	WarehouseID	ROWID
CIPDFLTMAT	CONT022394	Underground Construction			2,450			P-033644 OSP
CIPDFLTMAT	CONT022394	Aerial Constuction			0			P-033644 OSP
CIPDFLTMAT	CONT022394	Overlash Construction			0			P-033644 OSP
CIPDFLTMAT	CONT022394	Pull / Blow Existing Construction			0			P-033644 OSP
CIPDFLTMAT	CONT022394	25TCSFLP15G06606	FLP15G0660600001801		1			P-033644 OSP
CIPDFLTMAT	CONT022394	25FOSC450D66NT0D6V	FOSC450-D6-6-NT-0-D6V		1			P-033644 OSP
CIPDFLTMAT	CONT022394	40TYCTRYBELLHOUSING	FOSC-ACC-D-TRAY-72		2			P-033644 OSP
CIPDFLTMAT	CONT022394	95POWFIBOP144CT	144 Ct. Armored Fiber Optic Cable		2,680			P-033644 OSP
CIPDFLTMAT	CONT022394	25ALL12CIFLATDROP	S-OP-12-TD-G-3E-BK-SIC		120			P-033644 OSP
CIPDFLTMAT	CONT022394	25INNRDCTDUAL125OB	Innerduct Dual 1.25 ORAN		2,380			P-033644 OSP
CIPDFLTMAT	CONT022394	25ALLPOLYCAM125PLUG	CAM 2250-012		1			P-033644 OSP
CIPDFLTMAT	CONT022394	25ALLP125F	P125F		1			P-033644 OSP
CIPDFLTMAT	CONT022394	25POWPM30360W1495	PM-30360W-1495		6			P-033644 OSP
CIPDFLTMAT	CONT022394	80ALLGROUNDRODCLAMP	80ALLGROUNDRODCLAMP		3			P-033644 OSP
CIPDFLTMAT	CONT022394	80ALLGROUNDROD	EHT CP58 5/8" GROUND ROD/EHT 615880 5/8"X8'		3			P-033644 OSP

8

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

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

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Agenda Item # _____



FY26 - BUDGET AMENDMENT - EXPENDITURE

Fund Name: Fund 32

Amount: \$18,641.44

To roll FY25 POs listed below.

PO #	Department	Amount	Expenditure Acct.
145163	FCIC	\$13,641.44	32.475.4400.480
143822	FCIC	\$5,000.00	32.475.4600.619

Amendment

Court approved: _____

Neal Franklin, Smith County Judge

jlot

FINANCIAL SYSTEM
01/06/2026 08:28:22

Expenditure Guideline

SMITH COUNTY, TX
GL050S-V08.22 COVERPAGE
GL520R3

Report Selection:

Inclusions Ranges: Begin (thru) End
Fund & Account... 32.475_____ 32.475_____

Approval Plan..... thru _____

```
Calendar Start Date..... 10 01 2024
Calendar End (As Of) Date..... 08 31 2025
```

```
Lowest Level to Print..... 4 . 0      (1.0 to 5.0)
Level to Page Break..... 1 . 0      (1.0 to 5.0)
```

MTD or QTD (M/Q) M

```
Print Inactive Accounts Too?..... N          (Y/N)
Exclude Accounts with Zero Dollars. N          (Y/N)
(A)nnual Budget or (Y)ear-to-Date.. A          (A/Y)
Open Download File in Excel..... N          (Y/N)
```

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

		ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
32	FINANCIAL CRIME							
475	CRIMINAL DISTRICT ATTORNEY							
4100	SALARIES							
100	SALARY & WAGES F/T	1,379,000.00	0.00	204,930.72	1,263,549.71	115,450.29	91	-----
109	SALARY - ACCRUED LEAVE	0.00	0.00	0.00	0.00	0.00	0	
110	SALARY - OVERTIME	60,000.00	0.00	18,739.52	63,112.29	3,112.29-	105	-----
113	SALARY-LONGEVITY	0.00	0.00	20.00	200.00	200.00-	9999	-----!!!!
TOTAL:	SALARIES	1,439,000.00	0.00	223,690.24	1,326,862.00	112,138.00	92	-----
4200	FRINGE BENEFITS							
201	F.I.C.A.	111,386.50	0.00	16,517.73	97,741.72	13,644.78	87	-----
202	INSURANCE	129,570.08	0.00	12,617.78	127,695.59	1,874.49	98	-----
203	RETIREMENT	168,493.66	0.00	24,712.81	148,025.01	20,468.65	87	-----
204	WORKERS COMPENSATION	8,860.76	0.00	0.00	6,688.20	2,172.56	75	-----
205	UNEMPLOYMENT INSURANCE	950.00	0.00	200.39	1,221.06	271.06-	128	-----!!
TOTAL:	FRINGE BENEFITS	419,261.00	0.00	54,048.71	381,371.58	37,889.42	90	-----
4300	SUPPLIES							
303	SUPPLIES	4,822.35	0.00	1,187.64	4,669.16	153.19	96	-----
TOTAL:	SUPPLIES	4,822.35	0.00	1,187.64	4,669.16	153.19	96	-----
4400	OPERATING EXPENSES							
421	POSTAGE	1,000.00	0.00	122.83	886.53	113.47	88	-----
477	VEHICLE EXPENSES	21,251.00	0.00	365.59	20,530.98	720.02	96	-----
480	MISCELLANEOUS EQUIPMENT	226,038.86	0.00	62,368.97	193,625.07	32,413.79	85	-----
490	FUEL	24,000.00	0.00	4,362.18	19,762.38	4,237.62	82	-----
TOTAL:	OPERATING EXPENSES	272,289.86	0.00	67,219.57	234,804.96	37,484.90	86	-----
4500	CONTRACT AGREEMENTS							
540	COPY MACHINE LEASE	0.00	0.00	0.00	0.00	0.00	0	
TOTAL:	CONTRACT AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0	
4600	OTHER SERVICES & CHARGES							
619	PROFESSIONAL FEES	17,125.00	0.00	2,710.00	12,050.00	5,075.00	70	-----
632	TRAINING EXPENSES	97,500.00	0.00	21,295.07	90,659.13	6,840.87	92	-----
641	UTILITIES	32,976.36	0.00	7,985.27	30,384.85	2,591.51	92	-----
TOTAL:	OTHER SERVICES & CHARGES	147,601.36	0.00	31,990.34	133,093.98	14,507.38	90	-----
4800	CAPITAL EXPENDITURES							
832	REMODELING	930,901.96	0.00	41,570.00	823,860.66	107,041.30	88	-----
851	VEHICLES	98,303.04	13,009.56	985.00	14,321.68	70,971.80	27	--
880	COMPUTER EQUIPMENT	1,167,106.34	0.00	253,548.70	1,009,354.59	157,751.75	86	-----
TOTAL:	CAPITAL EXPENDITURES	2,196,311.34	13,009.56	296,103.70	1,847,536.93	335,764.85	84	-----
TOTAL:	CRIMINAL DISTRICT ATTORNEY	4,479,285.91	13,009.56	674,240.20	3,928,338.61	537,937.74	87	-----
TOTAL:	FINANCIAL CRIME	4,479,285.91	13,009.56	674,240.20	3,928,338.61	537,937.74	87	-----

	ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
-----	-----	-----	-----	-----	-----	---
GRAND TOTAL	4,479,285.91	13,009.56	674,240.20	3,928,338.61	537,937.74	87 -----
TOTAL NUMBER OF RECORDS PRINTED	21					

9

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

Submission Date: 01/12/2026	Submitted by: T. Wilson
Meeting Date: 01/20/2026	Department: Comm. Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session 551.071. CONSULTATION WITH ATTORNEY	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: Executive Session 551.071. CONSULTATION WITH ATTORNEY 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.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

10

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 01/12/2026	Submitted by: T. Wilson
Meeting Date: 01/20/2026	Department: Comm. Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session SECTION 551.074 PERSONNEL MATTERS	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.074 PERSONNEL MATTERS Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst. Open Session: If necessary, consider and take necessary act to approve an order abolishing the office of Smith County Budget Officer, pursuant to Texas Local Government Code, Section 111.062(b), and approve reclassification of the Budget Officer position to a Budget Analysts Position.	
Background: Sec. 111.062. APPOINTMENT OF BUDGET OFFICER; ABOLITION OF OFFICE. (a) The commissioners court of the county may appoint a county budget officer to prepare a county budget for the fiscal year. (b) A county that establishes the office of county budget officer may abolish that office only by a formal action of the commissioners court. The court must take the action after the first day of the second month of the fiscal year and before the first day of the sixth month of the fiscal year. If the office is abolished, the duties of budget officer shall be performed by: (1) the county judge, if the county has a population of 225,000 or less; or (2) the county auditor, if the county has a population of more than 225,000.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
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Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

11

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 01/12/2026	Submitted by: T. Wilson
Meeting Date: 01/20/2026	Department: Comm. Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session SECTION 551.074 PERSONNEL MATTERS	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.074 PERSONNEL MATTERS Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst. Open Session: If necessary, consider and take necessary act to approve an order abolishing the office of Smith County Budget Officer, pursuant to Texas Local Government Code, Section 111.062(b), and approve reclassification of the Budget Officer position to a Budget Analysts Position.	
Background: Sec. 111.062. APPOINTMENT OF BUDGET OFFICER; ABOLITION OF OFFICE. (a) The commissioners court of the county may appoint a county budget officer to prepare a county budget for the fiscal year. (b) A county that establishes the office of county budget officer may abolish that office only by a formal action of the commissioners court. The court must take the action after the first day of the second month of the fiscal year and before the first day of the sixth month of the fiscal year. If the office is abolished, the duties of budget officer shall be performed by: (1) the county judge, if the county has a population of 225,000 or less; or (2) the county auditor, if the county has a population of more than 225,000.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

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Agenda Item # _____



STATE OF TEXAS
COUNTY OF SMITH

§
§
§

IN THE COMMISSIONERS COURT

**ORDER ABOLISHING THE OFFICE OF THE SMITH COUNTY BUDGET OFFICER
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, § 111.062(B)**

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

WHEREAS, on December 5th, 2023 the Smith County Commissioners Court appointed a budget officer pursuant to Texas Local Government Code, § 111.062;

WHEREAS, in accordance with Texas Local Government Code, Chapter 111, Subchapter C Smith County's budget was prepared by the County Budget officer until such time as the appointment of Smith County Budget Officer position is abolished;

WHEREAS, the 20th Day of January 2026 is after the first day of the second month of Smith County's fiscal year, and is before the first day of the sixth month of Smith County's fiscal year, and that Smith County population at the 2020 Decennial Census was 233,479; and

WHEREAS, the on this the 20th Day of January 2026 the Smith County Commissioners Court hereby vote to abolish the office of Smith County Budget Officer, and that such duties of the budget officer shall be performed by the Smith County Auditor pursuant to Texas Local Government Code, § 111.062(b)(2).

NOW, THEREFORE, BE IT ORDERED BY THE SMITH COUNTY COMMISSIONERS COURT THAT

1. The Office of Smith County Budget Officer is hereby abolished;
2. The Smith County Auditor shall perform the duties of the Smith County budget officer

APPROVED AND ADOPTED THIS 20th DAY OF JANUARY 2026.

**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

12

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

Submission Date: 1/13/2026	Submitted by: J Bell for T Wilson
Meeting Date: 1/20/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Appoint Budget Officer or Budget Analyst	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to appoint a new Smith County Budget Officer or hire a Budget Analyst dependent upon the availability of the respective positions.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
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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 # _____