

COMMISSIONERS COURT AGENDA
Tuesday, February 10, 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, February 10, 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:

RESOLUTION

1. Consider and take necessary action to approve a resolution proclaiming February 11, 2026, as "Hubbard Middle School AVID National Demonstration Day" in Smith County.
2. Consider and take necessary action to approve a resolution proclaiming February 23, 2026, as "The First Literary Club of Tyler Day" in Smith County.

COURT ORDERS

COMMISSIONERS COURT

3. Consider and take necessary action to approve low cost spay and neuter services provided by the Animal Protection League at 322 E. Ferguson, Tyler, TX 75702 (Smith County Animal Shelter Parking Lot).

FIRE MARSHAL'S OFFICE

4. Consider and take necessary action to approve the Emergency Support Function (ESF) 7, Logistics, of the Smith County Emergency Operations Plan, allow the Emergency Management Coordinator to submit to the Texas Division of Emergency Management, and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to approve the Emergency Support Function (ESF) 9, Search and Rescue, of the Smith County Emergency Operations Plan, allow the Emergency Management Coordinator to submit to the Texas Division of Emergency Management, and authorize the county judge to sign all related documentation.

ELECTIONS

6. Consider and take necessary action to approve Facility Use Agreement between Smith County and the City of Whitehouse for elections occurring in 2026 and authorize the county judge to sign all related documentation.
7. Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 2, 2026, Election and authorize the county judge to sign all related documentation.
 - a. City of Bullard,
 - b. City of Hideaway,
 - c. City of Lindale,
 - d. City of Winona, and
 - e. Tyler ISD.

ROAD AND BRIDGE

8. Consider and take necessary action on variance request from the Smith County Subdivision Regulations for the Oak View Park Subdivision from Benchmark Design Group.

HUMAN RESOURCES

9. Consider and take necessary action to approve a budget transfer from the Animal Control Officer salary lag to the Animal Shelter part time fund.
10. Consider and take necessary action to reclassify the existing Animal Control Officer Position to Animal Control Dispatcher in the FY26 Salary Plan.

PURCHASING

11. Consider and take necessary action to authorize the Purchasing Director to advertise, solicit, and receive sealed bids for RFP # 17-26 Independent Auditing Services-Road Bond Expenditures and Compliance.

RECURRING BUSINESS

COMMISSIONERS COURT

12. Receive monthly reports from Smith County departments.

ROAD AND BRIDGE

13. Receive pipe and/or utility line installation request (notice only) for County Road 2299, Jackson Water Supply, install water line for service, Precinct 2.
14. Consider and take necessary action to authorize the county judge to sign the Final Plat for the Oak View Park Unit No. 1 Subdivision, Precinct 4.

AUDITOR'S OFFICE

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

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

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: 2/3/2026

Time: 5:00 pm

A handwritten signature in blue ink that reads "Neal Franklin". The signature is written in a cursive style with a large initial "N".

NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/02/2026	Submitted by: Casey Murphy
Meeting Date: 02/10/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: Hubbard Middle School AVID National Demonstration Day	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming February 11, 2026, as "Hubbard Middle School AVID National Demonstration Day" in Smith County.	
Background: LaToya Young and the Tyler Area Business Education Council requested this resolution.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: cmurphy@smith-county.com	Email: jbell2@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, AVID (Advancement Via Individual Determination) is a nationally recognized college-and-career-readiness system designed to prepare students for success in rigorous coursework, postsecondary education and future careers through proven instructional strategies and academic support; and

WHEREAS, AVID supports students — particularly those historically underrepresented in higher education — by promoting high expectations, organizational skills, critical thinking, collaboration and self-advocacy, thereby strengthening educational outcomes and workforce readiness across communities; and

WHEREAS, AVID National Demonstration Schools are recognized through a rigorous validation and revalidation process that evaluates instructional quality, campus culture, student achievement and the schoolwide use of Writing, Inquiry, Collaboration, Organization, and Reading (WICOR) strategies, placing them among the top-performing AVID schools nationwide; and

WHEREAS, Hubbard Middle School was designated as an AVID National Demonstration School in 2017, and has earned multiple revalidations, reflecting a sustained commitment to excellence, continuous improvement and equitable access to college-and-career-ready pathways for all students; and

WHEREAS, Hubbard Middle School is currently the only AVID National Demonstration School in East Texas and serves as a regional model by sharing best practices with educators and districts to strengthen student achievement and postsecondary readiness throughout the region.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim February 11 2026, as

“Hubbard Middle School AVID National Demonstration Day”

in Smith County and encourages all citizens to recognize this program and congratulate Hubbard Middle School on its success.

WITNESS OUR HANDS THIS 10th day of February A.D. 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

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/02/2026	Submitted by: Casey Murphy
Meeting Date: 02/10/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: The First Literary Club of Tyler Day	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming February 23, 2026, as "The First Literary Club of Tyler Day" in Smith County.	
Background: Becky Kirkpatrick requested this resolution through County Judge Neal Franklin.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: cmurphy@smith-county.com	Email: jbell@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, the First Literary Club of Tyler was founded February 23, 1886, by Mrs. Anna Hardwicke Pennybacker — an influential Texas educator, author and national civic leader — together with charter members Mrs. C.T. Bonner, Mrs. T.R. Bonner, Mrs. T.T. Cotnam, Miss Mattie Bonner, Miss Katie Williams, and Miss Nita Wells; and

WHEREAS, from its earliest days, the club fostered lifelong learning by studying current events, researching significant topics, and presenting programs that enriched the cultural and intellectual life of Tyler; and

WHEREAS, one of the club's earliest civic goals was the establishment of a free lending library in Tyler, reflecting its commitment to expanding public access to education and literature; and

WHEREAS, the club's founding motto, "No man liveth unto himself," continues to guide its members in service, fellowship and the belief that learning and community responsibility are inseparable; and

WHEREAS, for 140 years, the First Literary Club of Tyler has honored the legacy of its founder, Mrs. Pennybacker — whose statewide and national leadership in education, women's advancement and civic reform remains a source of pride for Smith County — by continuing to promote knowledge, culture and community engagement.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim February 23, 2026, as

“The First Literary Club of Tyler Day”

in Smith County and encourages all citizens to congratulate this organization on its 140th anniversary.

WITNESS OUR HANDS THIS 10th day of February A.D. 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

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/02/2026	Submitted by: Animal Control & Shelter
Meeting Date: 02/10/2026	Department: Animal Shelter
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Animal Protection League Spay & Neuter Service	
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 low cost spay and neuter services provided by the Animal Protection League at 322 E. Ferguson, Tyler, TX 75702.	
Background: The Animal Protection League has requested to utilize the parking lot behind Animal Control to provide low cost sterilizations. If approved the county will allow the Animal Protection League to park its mobile vet services vehicle in the employee parking lot Animal Control. The location would be utilized every Tuesday.	
Financial and Operational Impact: There is no cost to the County for these services.	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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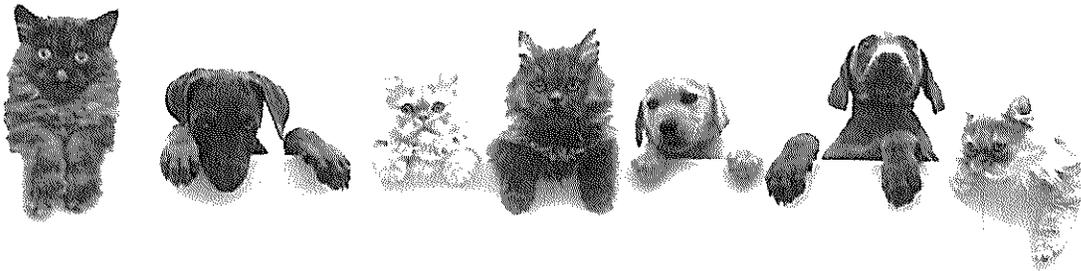


Animal Protection League

Like: 318 people like this. Sign Up to see what your friends like.

[About Us](#) [Locations](#) [Price List](#) [Forms](#) [General Info](#) [Our Vets](#)
[Donate!](#) [Photo Gallery](#) [Book Now!](#)

WELCOME TO APL!



Spays/Neuters are BY APPOINTMENT ONLY!

Book NOW!

**Vaccination Clinics are walk-in ONLY, from
10 am- 2 pm!**

MISSION STATEMENT

To improve the health and well being of the area citizens while enhancing the quality of life of its animals.

To serve the region with pride by supporting low cost sterilization procedures by quality veterinarian services.

To encourage and promote responsible pet ownership in our communities.



FUNDING

FUNDING - A 501(c)3 non-profit organization that does not receive local, state or federal funding nor does it receive any support from a national branch or the SPCA—our League relies solely on the generosity of individuals and corporations to provide funding for the animal welfare programs and services needed in our communities.



Animal Protection League

About Us Locations Price List Forms General Info Our Vets
 Donate! Photo Gallery Book Now!

Dog Vaccinations

Rabies	\$15
Distemper/Parvo	\$18
Bordetella	\$18
Lepto	\$15

Cat Vaccinations

Rabies	\$15
Feline Distemper	\$18
Feline Leukemia	\$20

**WE ACCEPT VISA,
 MASTERCARD,
 DISCOVER OR CASH.
 NO CHECKS.**

Additional Services for Dogs

Heartworm Test	\$20
Nail Trim	\$20
Basic Wormer (Rounds & Hooks)	\$ 5
Drontal Womer (Basic +Tapes)	\$15-30 per pill
Microchip	\$30
<i>(includes lifetime registration fee)</i>	
Anal Gland Expression	\$20

Additional Services for Cats

FIV/Leukemia Test	\$35
Earmites Treatment	\$ 5
Basic Wormer (Rounds & Hooks)	\$ 5
Profender Wormer (Rounds, Hooks & Tapes)	\$20
Microchip	\$30
<i>(includes lifetime registration fee)</i>	

Canine Vaccine Packages

Canine Package (Rabies, Distemper/Parvo, Bordetella)	\$40
Canine Deluxe Package (Rabies, Distemper/Parvo, Bordetella, Lepto)	\$50
Puppy Package (dogs <6m/4-24 lbs) (Distemper/Parvo, basic dewormer, single Tri-Heart pill)	\$30
Deluxe Puppy Package (dogs <6m/4-24 lbs) (Puppy Package + a Nail Trim)	\$35
Super Puppy Package (dogs <6m/4-24 lbs) (Deluxe Puppy Package + Nexgard Flea/Tick Pill)	\$55

Feline Vaccine Packages

Feline Package (Rabies, Distemper, Leukemia)	\$40
Kitten Package (Distemper, basic dewormer, nail trim)	\$25
Deluxe Kitten Package (Distemper, basic dewormer, Nail Trim & a single Revolution)	\$50



Animal Protection League Medication Fees

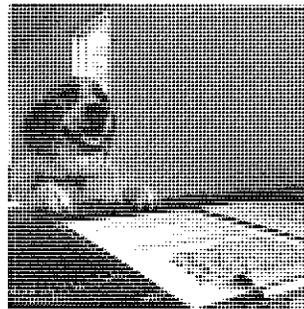
DOGS:

Triheart Plus Heartworm Meds

1-25 pounds	\$35/6 pills (1 pill \$8)
26-50 pounds	\$40/6 pills (1 pill \$9)
51-100 pounds	\$50/6 pills (1 pill \$10)

Information about Triheart Plus

Administer once a month to prevent heartworm disease and to treat and control ascarid and hookworm infections in dogs.



The Animal Protection League does NOT provide prescriptions to online pharmacies.

Nexgard Flea / Tick Prevention

4.0-10.0 pounds	\$26 per pill
10.1-24.0 pounds	\$27 per pill
24.1-60.0 pounds	\$29 per pill
60.1-121.0 pounds	\$30 per pill

Information about Nexgard

Kills fleas and ticks and prevents infestations. Lasts entire month. For use in dogs and puppies 8 weeks of age and older.

Interceptor Plus Heartworm Prevention

2-8 pounds	\$50/6 pills (1 pill \$12)
8.1-25 pounds	\$50/6 pills (1 pill \$12)
25.1-50 pounds	\$60/6 pills (1 pill \$13)
50.1-100 pounds	\$70/6 pills (1 pill \$15)

Information about Interceptor Plus

Prevention of heartworm disease, Treats and Controls Roundworms, Hookworms, Whipworms and Tapeworm Infections.

For use in dogs and puppies 6 weeks of age and older and 2 pounds or greater. Not to be used on dogs with Neurological disorders.

Simparica Trio Heartworm, Flea & Tick

2.8-5.5 pounds	\$155/6 pills (1 pill \$35)
5.6-11.0 pounds	\$158/6 pills (1 pill \$36)
11.1-22.0 pound	\$162/6 pills (1 pill \$37)
22.1-44.0 pounds	\$168/6 pills (1 pill \$38)
44.1-88.0 pounds	\$172/6 pills (1 pill \$39)
88.1-132.0 pounds	\$175/6 pills (1 pill \$40)

Information about Simparica Trio

Prevention of heartworm disease, kills fleas and ticks and prevents infestations. Treats adult hookworms and roundworms.

For use in dogs and puppies 8 weeks of age and older and 2.8 pounds or greater.

Bravecto Flea / Tick Prevention (LASTS 12 WEEKS!)

Information about Bravecto

Kills fleas and ticks and

*To purchase heartworm medicine, we must have a negative

4.4-9.9 pounds \$71 per dose
>9.9-22 pounds \$72 per dose
>22-44 pounds \$73 per dose
>44-88 pounds \$74 per dose
>88-123 pounds \$75 per dose

prevents infestation.
LASTS 12 WEEKS!
*For dogs and puppies 6 months of age and older.

heartworm test on file each year for all dogs over the age of 6 months.*

CATS:

Revolution Flea Prevention

< or equal to 5 pounds \$30 per dose

Information about Revolution

For topical use in puppies at least 6 weeks of age, and kittens at least 8 weeks of age. For once a month use to prevent heartworm disease and prevent and control flea infestations.

Revolution PLUS Flea Prevention

2.8-5.5 pounds \$30 per dose
5.6-11.0 pounds \$150 6 pack
11.1-22.0 pounds

Information about Revolution Plus

Use in cats and kittens 8 weeks or older. Kills adult fleas, prevents flea eggs from hatching and controls flea infestations. Prevents heartworm disease. Treats and controls ear mite infestations. Treats and controls intestinal hookworm and roundworm infections.



Bravecto Flea/Tick Prevention for CATS

2.6-6.2 pounds \$70 per dose
>6.2-13.8 pounds (lasts 12 weeks!)
>13.8-27.5 pounds

Information about Feline Bravecto

Kills fleas and ticks and prevents infestation. LASTS 12 WEEKS!
For cats and kittens 6 months of age or older.



Animal Protection League

About Us Locations Price List Forms General Info Our Vets
Donate! Photo Gallery Book Now!

Meet Our Vets!

Animal Protection League is extremely lucky to have such a wonderful team of passionate veterinarians that believe in our cause and are so dedicated to what we do! We couldn't do it without them!

Dr. Horton



Dr. Horton graduated from Oklahoma State University in 2001 and has been with us since 2003. She is also the Vice President of the board of Animal Protection League. She enjoys her work but also loves spending time with her twin boys!

Dr. Greer



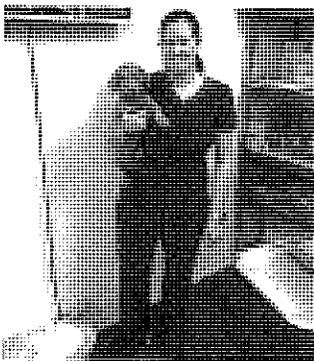
Dr. Greer graduated from Louisiana State University in 2005 and has been with us since 2015. Dr. Greer loves spending time outdoors, taking a kayak out on the water, and spending time with pets!

Dr. Gilliland



Dr. Gilliland graduated from A&M University in 1994 and has been with us since 2010. She enjoys cycling, running, and her kids extracurricular activities make her quite the busy bee!

Dr. Bogard



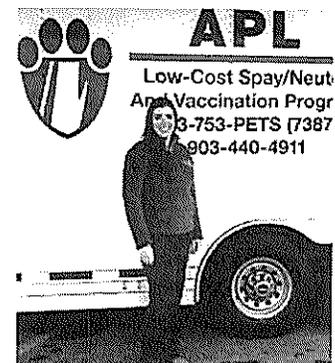
Dr. Bogard graduated from Louisiana State University in 2012 and has been with us since 2016. When she's not busy at APL, you can catch her at Kimbrough Animal Hospital as well. She loves traveling and she can bake a mean cake!

Dr. Kempf



Dr. Kempf graduated from Ross University of Veterinary Medicine in 2015, and has been with us since 2022. She enjoys spending time with all of their animals, horseback riding, trying new food, and being with family!

Dr. Voertman



Dr. Voertman graduated from the University of Missouri - Columbia in 2017 and has been with us ever since! This self-proclaimed crazy cat lady loves gardening, crocheting, and traveling when she's not too busy!

LOW COST PET VACCINATIONS TYLER

Smith County Animal Shelter
Parking Lot
322 E. Ferguson Rd.
Tyler, TX 75702

ANIMAL PROTECTION LEAGUE

Mobile Spay/Neuter & Vaccination Clinic

Walk-In Vaccine Clinic: 10AM-2PM

To schedule spay/neuter appointment please call
(903) 753-7387.



SCAN ME
TO BOOK!



NEXT SCHEDULED TRIPS ARE:
Tuesday, February 10th
&
Every Tuesday after!

DATES SUBJECT TO CHANGE

We accept cash, Mastercard, Visa, or Discover.

NO CHECKS PLEASE

www.aplspayneuter.org

Rabies - \$15

Dog Package -\$40

Includes Rabies, Distemper/
Parvo, and Bordetella

Cat Package - \$40

Includes Rabies, Leukemia,
and Feline Distemper
Heartworm/Flea prevention
available



Female Cats: \$60

Male Cats: \$50

Female Dogs: \$85

Male Dogs: \$80

**ALL CATS MUST BE IN
A PET CARRIER & ALL
DOGS ON A LEASH**

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/20/2026	Submitted by: Brandon Moore
Meeting Date: 02/10/2026	Department: FMO
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Emergency Support Function 7, Logistics	
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 authorize the County Judge to sign all related documentation and allow the Emergency Management Coordinator to submit to Texas Division of Emergency Management.	
Background: This annex is part of the Emergency Operations Plan.	
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: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name:	Email:
Name:	Email:

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Agenda Item # _____



**Emergency Support Function (ESF) 7
Logistics**

Primary Agency/ESF Coordinator

Smith County Purchasing Department

Support Agencies:

Smith County Office of Emergency Management
Smith County Auditor's Office
Smith County Commissioners Court
Smith County Attorney
Smith County Road and Bridge Department
Northeast Texas Public Health District (NET Health)

I. PURPOSE

Emergency Support Function (ESF) 7, Logistics, provides coordinated logistics planning, management, and sustainment capability to support Smith County emergency response and recovery operations. ESF 7 organizes and coordinates county procurement, resource support, staging, and distribution activities in support of incident objectives and Emergency Operations Center (EOC) priorities.

This annex establishes the framework for acquiring, coordinating, tracking, and distributing resources necessary to support responders, county operations, and the public during emergencies and disasters, while ensuring compliance with applicable laws, policies, and fiscal controls.

II. SCOPE

Emergency Support Function (ESF) 7 provides the operational framework for the management and coordination of logistics and resource support within Smith County before, during, and after emergency incidents and disasters. ESF 7 focuses on the coordination, acquisition, tracking, staging, and distribution of resources necessary to support incident objectives, sustain emergency operations, and facilitate recovery, while maintaining compliance with applicable laws, policies, and fiscal controls.

Activities within the scope of ESF 7 include, but are not limited to:

- Comprehensive disaster logistics planning, coordination, and sustainment in support of county response and recovery operations.
- Resource support and procurement, including coordination of emergency purchasing, contracting, and cooperative purchasing mechanisms as authorized.
- Procurement coordination of logistics staging areas, warehousing, and distribution sites in support of emergency operations if applicable.

- Procurement of logistics support to Points of Distribution (PODs) and other commodity distribution efforts coordinated with appropriate lead agencies if applicable.
- Coordination of procurement requests for local use in accordance with state and federal policies through established Emergency Operations Center (EOC) processes and the Texas Division of Emergency Management (TDEM).

ESF 7 is intended to support, not replace, the statutory and operational responsibilities of individual county departments and response agencies. Departments retain operational control of their assigned resources and personnel unless otherwise coordinated through the EOC. ESF 7 does not direct tactical field operations but provides logistics coordination and procurement support to enable those operations.

III. SITUATION AND PLANNING ASSUMPTIONS

Emergency incidents and disasters affecting Smith County may create complex, time-sensitive demands for logistics coordination, procurement, and resource support that exceed routine operational processes. Such incidents may disrupt normal supply chains, strain available personnel and equipment, and require rapid prioritization of competing resource needs across multiple departments, jurisdictions, and operational periods.

Smith County's response to these conditions relies on coordinated logistics support through the Emergency Operations Center (EOC), with resource requests prioritized, tracked, and documented to support effective decision-making, fiscal accountability, and situational awareness. While initial response operations are expected to rely primarily on local public and private resources, the County recognizes that large-scale or prolonged incidents may require external assistance coordinated through the Texas Division of Emergency Management (TDEM) and, if necessary, federal partners.

Planning assumptions for ESF 7 are based on the expectation that logistics operations must be adaptable, legally compliant, and scalable to meet incident requirements. Effective logistics support depends on interdepartmental coordination, use of established procurement authorities, timely identification of resource gaps, and accurate documentation to support cost recovery and after-action review.

A. Situation

Emergency incidents and disasters affecting Smith County may generate complex and time-sensitive logistics and resource support requirements that exceed normal operating conditions. Such incidents may involve multiple departments, extended operational periods, disrupted supply chains, and competing demands for equipment, supplies, and services. Effective response to these conditions requires coordinated

logistics support to ensure that resources are acquired, prioritized, staged, and distributed in a manner that supports incident objectives, maintains situational awareness, and complies with applicable legal and fiscal requirements.

- Normal purchasing, supply chain, and delivery processes may be disrupted or insufficient during emergency conditions, requiring expedited coordination through the Emergency Operations Center (EOC).
- The scale, duration, and complexity of an incident may necessitate the establishment of temporary staging areas, logistics support facilities, and Points of Distribution (PODs) to support responders and the public.
- Competing resource demands may exist among response agencies, requiring centralized prioritization and coordination to ensure efficient and equitable allocation of available resources.
- Accurate tracking, documentation, and reporting of resource requests and expenditures are essential to maintaining situational awareness, fiscal accountability, and eligibility for reimbursement.

B. Planning Assumptions

Planning assumptions for Emergency Support Function (ESF) 7 are based on the expectation that effective logistics and resource support operations require centralized coordination, clearly defined roles, and scalable processes capable of adapting to changing incident conditions. It is assumed that initial response efforts will rely primarily on locally available public and private resources; however, those resources may be insufficient during large-scale, prolonged, or complex incidents. In such cases, additional assistance may be required and will be coordinated through the Emergency Operations Center (EOC) and requested through the Texas Division of Emergency Management (TDEM) using established state assistance processes. Logistics operations are assumed to be conducted in compliance with applicable laws, policies, and fiscal controls, with accurate documentation maintained to support accountability, situational awareness, and potential reimbursement.

- The Smith County Emergency Operations Center (EOC) will be activated for incidents requiring coordinated logistics and resource support.
- All logistics and resource requests will be coordinated through the EOC to ensure prioritization, documentation, and situational awareness.
- Initial emergency response operations will rely primarily on local public and private resources.
- Local resources may be insufficient to support large-scale, prolonged, or

catastrophic incidents.

- When local resources are depleted or unavailable, assistance may be requested through the Texas Division of Emergency Management (TDEM) using the State of Texas Assistance Request (STAR) process.
- County departments will retain operational control of their assigned resources unless otherwise coordinated through the EOC and approved by the Emergency Management Director (County Judge).
- Emergency procurement and logistics activities will be conducted in accordance with applicable laws, county policies, and authorized emergency procedures.
- Interdepartmental coordination, cooperative purchasing mechanisms, and private-sector resources may be used to support logistics operations as appropriate.
- Logistics operations must be scalable and adaptable to meet changing incident conditions and operational priorities.
- Documentation of resource utilization and expenditures will be maintained to support accountability, reimbursement, and after-action review.

IV. CONCEPT OF OPERATIONS

Emergency Support Function (ESF) 7 operates in direct support of the Smith County Emergency Operations Center (EOC) and provides a coordinated, centralized approach to logistics and resource support during emergency response and recovery operations. ESF 7 functions within the National Incident Management System (NIMS) and Incident Command System (ICS) framework and supports incident objectives established through Unified Command and EOC prioritization. Logistics activities under ESF 7 are coordinated to ensure that resource requests are prioritized, legally compliant, fiscally accountable, and effectively aligned with operational needs, while maintaining situational awareness and avoiding duplication of effort. ESF 7 does not direct tactical field operations, but enables those operations by coordinating procurement, staging, and distribution of resources in accordance with established authorities and County policy.

A. General

During emergency activations, Emergency Support Function (ESF) 7 provides centralized coordination of logistics and resource support activities through the Smith County Emergency Operations Center (EOC). All logistics and resource requests are

routed through the EOC to ensure consistent prioritization, coordination, documentation, and situational awareness. The Office of Emergency Management manages the intake and prioritization of resource requests and coordinates requests for external assistance, while the Smith County Purchasing Department executes approved procurement actions in accordance with applicable laws, policies, and emergency authorities. ESF 7 supports incident objectives by enabling the timely acquisition, staging, and distribution of resources, while maintaining fiscal accountability, transparency, and compliance with County policy. ESF 7 does not direct tactical field operations but provides logistics coordination and procurement support to facilitate effective response and recovery operations.

- When the EOC is activated, it serves as the single coordination point for all logistics and resource requests, ensuring consistent prioritization, situational awareness, documentation, and accountability.
- All logistics and resource requests, regardless of source, are routed through the EOC and coordinated in accordance with incident objectives, established priorities, and applicable authorities.
- The Smith County Office of Emergency Management coordinates the intake, validation, and prioritization of resource requests within the EOC and manages requests for state and federal assistance through established processes.
- The Smith County Purchasing Department executes approved procurement and logistics actions in support of EOC priorities and is responsible for determining compliance with applicable laws, policies, and emergency purchasing authorities.
- ESF 7 coordination emphasizes efficient use of resources, avoidance of duplication, and transparency in procurement and logistics operations to support effective incident management and fiscal oversight.
- Temporary staging areas, logistics support facilities, and Points of Distribution (PODs) may be established as necessary to support emergency operations and will be coordinated through the EOC in collaboration with appropriate lead agencies. This will be determined by applicable personnel assigned to EOC operations and the Commissioners Court if applicable.
- ESF 7 supports incident response and recovery operations by enabling, not directing, tactical field operations, and by providing logistics coordination and procurement support consistent with County policy and established emergency management frameworks.

B. Actions by Operational Timeframe

Actions conducted under Emergency Support Function (ESF) 7 are organized by operational timeframe to ensure logistics and resource support activities are proactive, scalable, and responsive to incident conditions. Preparedness actions focus on planning, coordination, training, and identification of logistics capabilities and gaps prior to an incident. Response actions emphasize the timely prioritization, acquisition, staging, and tracking of resources in support of incident objectives and EOC priorities. Recovery actions support the orderly demobilization of logistics operations, transition to long-term recovery support, and documentation necessary for reimbursement and after-action review. Mitigation actions incorporate lessons learned and identified gaps to strengthen future logistics capabilities, reduce resource shortfalls, and improve overall readiness for subsequent incidents.

1. Preparedness

- Maintain ESF 7 and supporting coordination mechanisms to ensure logistics and procurement roles are clearly defined prior to incidents.
- Coordinate with county departments to identify logistics capabilities, resource requirements, and potential gaps.
- Ensure familiarity with emergency procurement authorities, cooperative purchasing mechanisms, and applicable fiscal controls.
- The Emergency Management Coordinator, and other departments as applicable, will work to identify potential staging areas, logistics support facilities, and Points of Distribution (PODs) in coordination with appropriate agencies.
- Participate in Emergency Management training and exercises.

2. Response

- If necessary, provide a representative to the EOC for direct support. This request will come from the Emergency Management Director.
- Coordinate logistics and resource support activities through the EOC in alignment with incident objectives and established priorities.
- Receive, validate, prioritize, and track logistics and resource requests through the EOC.
- Execute approved procurement actions in support of response operations in compliance with applicable laws and policies.
- Support the establishment and operation of staging areas and distribution sites as necessary.
- Maintain accurate documentation of resources utilized and expenditures incurred.

3. Recovery

- Continue logistics and procurement support as directed to sustain recovery operations.
- Support the demobilization of staging areas and logistics support facilities no longer required by providing financial burn rates if applicable and rates of consumable resources.
- Assist with documentation, reconciliation, and closeout of procurement actions to support reimbursement and audits.
- Participate in after-action reviews and improvement planning activities.

4. Mitigation

- Identify logistics-related gaps and vulnerabilities observed during incidents and exercises.
- Support evaluation of procurement and resource management practices to improve future readiness.
- Provide input to mitigation and preparedness planning efforts related to logistics sustainment.
- Evaluate pre-disaster contracts and cooperative purchasing mechanisms as appropriate, consistent with County policy and leadership direction.
- If the evaluation of pre-disaster contracts necessitates, submit to Commissioners Court for approval of Request for Proposal (RFP) consideration.

V. ROLES AND RESPONSIBILITIES

Roles and responsibilities under Emergency Support Function (ESF) 7 are structured to ensure clear accountability, lawful execution of logistics and procurement activities, and effective coordination through the Emergency Operations Center (EOC). ESF 7 assigns primary responsibility for procurement and logistics execution to the Smith County Purchasing Department, while maintaining centralized coordination and prioritization through the EOC. Supporting agencies contribute subject-matter expertise, fiscal oversight, legal guidance, and operational coordination within their respective authorities. This structure ensures that logistics and resource support actions are conducted in a manner that supports incident objectives, complies with applicable laws and County policy, and maintains transparency, fiscal accountability, and operational efficiency throughout response and recovery operations.

A. Primary Agency/ESF 7 Coordinator

Smith County Purchasing Department

The Smith County Purchasing Department serves as the Primary Agency for ESF 7 and is responsible for executing procurement and logistics support actions in accordance with priorities established through the Emergency Operations Center (EOC). Purchasing determines the legality, policy compliance, and authorization requirements for emergency purchasing and contracting activities and coordinates required approvals with County leadership as applicable. The Purchasing Department supports response and recovery operations by facilitating the timely acquisition of goods and services, maintaining fiscal accountability, and ensuring documentation necessary for audit and reimbursement purposes. Purchasing does not independently prioritize or request state or federal resources, nor does it direct tactical field operations.

B. Support Agencies

1. Smith County Office of Emergency Management

- Operate the EOC and manage resource request intake.
- Submit and track STAR requests through TDEM WebEOC or Web STAR Form.
- Coordinate specific purchase requests through the Smith County Purchasing Department as necessary.
- Coordinate state and federal logistics assistance.

2. Smith County Auditor's Office

- Provide fiscal oversight and guidance during emergency procurement.
- Support documentation and reimbursement requirements.
- Provide support as needed to either the Purchasing Department or the Emergency Operations Center as necessary.
- Provide necessary payroll information to each Smith County department for forecasting human capital expenses.
- Compile Smith County expensed to determine an estimated daily burn rate.
- Provide updates to County Judge, Commissioners Court, and Emergency Management Coordinator concerning available funding and burn rates as needed or requested.
- Work with Purchasing Director or appointee and Emergency Management Coordinator in developing a process for reporting and tracking expenses.

3. Smith County Commissioners Court
 - Provide policy direction and approvals as required.
4. Smith County Attorney
 - Provide legal guidance regarding emergency procurement and contracting authorities.
5. Smith County Road and Bridge Department
 - Serve as the Subject Matter Expert (SME) for staging areas.
 - Provide advice on areas the county should consider utilizing during a disaster for pre-disaster contract proposals.
6. Northeast Texas Public Health District
 - Coordinate POD planning and operations with ESF 7 logistics support and the Emergency Management Coordinator.

VI. CONTINUITY OF GOVERNMENT

Lines of Succession for ESF 7 Logistics:

1. Purchasing Director
2. Assistant Purchasing Agent
3. Buyer III

Appendices

- 1) Authorities and References
- 2) Disaster Finance
- 3) EOC Structure
- 4) Cost Tracking Forms

Appendix 1 – Authorities and References

Code of Federal Regulations, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Code of Federal Regulations, 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms, <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

Code of Federal Regulations, 200.322 Domestic preferences for procurements, <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

Code of Federal Regulations, 200.323 Procurement of recovered materials, <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323>

Code of Federal Regulations, 200.339 Remedies for noncompliance, <https://www.ecfr.gov/current/title-2/section-200.339>

Code of Federal Regulations, 200.400 Policy guide, <https://www.ecfr.gov/current/title-2/section-200.400>

Code of Federal Regulations, 200.404 Reasonable costs, <https://www.ecfr.gov/current/title-2/section-200.404>

Federal Emergency Management Agency (FEMA), Contracting with Federal Funds for Goods and Services Before, During and After Disasters, <https://www.fema.gov/grants/procurement>

Federal Emergency Management Agency (FEMA), Preliminary Damage Assessments, <https://www.fema.gov/disaster/how-declared/preliminary-damage-assessments>

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Federal Emergency Management Agency (FEMA), Prepare Before a Disaster, <https://www.fema.gov/grants/procurement/prepare-before-disaster>

Federal Emergency Management Agency (FEMA), Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf

Federal Emergency Management Agency (FEMA), Public Assistance Program and Policy Guide, Version 5.0 Amended, 2025,

https://www.fema.gov/sites/default/files/documents/fema_pa_pappg-5.0-amended.pdf

Federal Emergency Management Agency (FEMA), Public Assistance Resource Library,

<https://www.fema.gov/assistance/public/library>

Federal Emergency Management Agency (FEMA), Purchasing Under a FEMA Award: Exigency or Emergency Circumstances,

https://www.fema.gov/sites/default/files/documents/fema_procurement_during_ee_circumstances_factsheet-2022.pdf

Federal Emergency Management Agency (FEMA), Roadmap to Procurement Compliance,

https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf

Texas Constitution and Statutes, Local Government Code Chapter 262, Purchasing and Contracting Authority of Counties,

<https://statutes.capitol.texas.gov/?tab=1&code=LG&chapter=LG.262&artSec=>

Texas Constitution and Statutes, Local Government Code Chapter 271, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments,

<https://statutes.capitol.texas.gov/?tab=1&code=LG&chapter=LG.271&artSec=>

Texas Constitution and Statutes, Local Government Code Chapter 418, Texas Disaster Act of 1975, <https://statutes.capitol.texas.gov/?tab=1&code=GV&chapter=GV.418&artSec=>

Appendix 2 – Finance and Financial Management

Purpose and Intent

This appendix establishes detailed guidance for disaster-related financial management, fiscal oversight, documentation, reimbursement, audit support, and financial compliance for activities conducted in support of Emergency Support Function (ESF) 7 – Logistics. This appendix is intentionally detailed in order to ensure that financial responsibilities, expectations, and processes are clearly understood and consistently applied across Smith County departments during emergency response, recovery, and permanent work activities.

This appendix recognizes the Smith County Auditor’s Office as the County’s primary office for financial oversight, internal controls, and audit readiness. It is designed to eliminate uncertainty regarding disaster finance responsibilities and to ensure that disaster-related expenditures remain eligible for state and federal reimbursement. As of Fiscal Year 2026, the State of Texas public assistance declaration threshold is \$56,542,279.70, and the countywide per-capita impact indicator under 44 C.F.R. § 206.40(b) results in a county threshold of \$1,134,707.94. However, meeting declaration thresholds alone does not guarantee reimbursement, as eligibility remains subject to applicable program requirements, documentation, and approval processes. It is also important to note that these numbers represent uninsured amounts. Any claim or project that is insured and approved is not eligible for FEMA Public Assistance grants.

This appendix supplements, but does not supersede, existing County financial policies, procurement rules, or statutory authorities. Where conflicts appear, existing County policy and applicable law govern.

Applicability

This appendix applies to all disaster-related financial activities associated with ESF 7 operations, including emergency response, recovery, and permanent work. It applies regardless of whether costs are ultimately reimbursed through state or federal programs. The appendix applies whenever the Emergency Operations Center (EOC) is activated or when disaster-related expenditures are incurred under emergency authorities.

Guiding Principles for Disaster Finance

Disaster-related financial management in Smith County is guided by the following principles:

- Emergency conditions do not eliminate requirements for accountability, documentation, or compliance. Expedited operations must still be documented and defensible.
- Costs must be reasonable, necessary, allocable, and properly documented. If a cost cannot be defended under these standards, it is at elevated risk for disallowance.
- Documentation must be created simultaneously. Records created after the fact are frequently incomplete and increase audit risk.
- Separation of duties is essential. Procurement execution, financial oversight, and operational coordination must remain distinct.
- Finance must be embedded early. Disaster finance begins at incident onset, not after demobilization.
- If it is not written down, it did not happen. The County's ability to recover costs is directly tied to records quality.
- Consistency matters. Standard formats and uniform recordkeeping practices reduce errors and accelerate reimbursement.
- Transition periods are high risk. Shifts from emergency work to recovery and permanent work require heightened controls.

Organization of This Appendix

This appendix is organized to mirror the full disaster finance lifecycle and to align with common state and federal reimbursement expectations. It is intentionally detailed and may be used as:

- A readiness checklist for the Auditor's Office and departments.
- A reference for EOC finance integration during activations.
- A documentation standard for reimbursement and audit defensibility.
- A closeout guide for long-term recovery and permanent work.

Sections include:

1. Finance Activation and Integration with EOC Operations
2. Internal Controls and Separation of Duties
3. Cost Eligibility and Cost Reasonableness Standards
4. Documentation Standards (What to Capture, Who Captures It, and When)

5. Labor, Payroll, and Timekeeping Requirements
6. Equipment, Materials, Supplies, and Inventory Controls
7. Procurement, Contracting, and Vendor Management (Emergency and Non-Emergency)
8. Mutual Aid and Interlocal Cost Documentation
9. Reimbursement Readiness, Audits, RFIs, and Compliance Reviews
10. Permanent Work Financial Oversight and Change Order Controls
11. Record Retention, Asset Disposition, and Closeout
12. Continuous Improvement, Training, and Readiness Maintenance

Finance Activation and Integration with EOC Operations

Disaster finance functions are activated whenever the EOC is activated or whenever disaster-related expenditures are incurred under emergency authorities.

Finance integration objectives:

- Establish a consistent method to capture costs from the start of operations.
- Create and communicate documentation standards to all departments.
- Prevent noncompliant procurement, payroll, or recordkeeping practices.
- Provide real-time guidance to reduce disallowance risk.

Recommended Auditor engagement triggers (examples):

- EOC activation at a level 1 (see appendix 3, EOC Structure) or any incident that results in significant expenditures.
- Declaration of local disaster or emergency procurement authorization.
- Any event expected to exceed multiple operational periods.
- Any incident where mutual aid not covered by the State of Texas Mutual Aid System is requested or provided.
- Any event with anticipated damage to public infrastructure or facilities.

EOC integration expectations:

- The Auditor's Office should identify a finance point of contact to coordinate with Emergency Management and Purchasing, along with other departments as necessary.
- Finance support should be available to answer documentation and compliance questions during operations.
- Finance should receive regular updates on operational priorities likely to drive major costs (debris, emergency protective measures, temporary facilities, contracts, overtime, etc.).

Internal Controls and Separation of Duties

Strong internal controls protect the County's finances, reduce fraud risk, and strengthen reimbursement eligibility. Disaster operations increase risk due to urgency, staffing shortages, and decentralized purchasing.

Minimum internal control expectations:

- Maintain clear authority lines for purchases, approvals, and payments.
- Maintain separation between requester, approver, purchaser, receiver, and payer whenever feasible.
- Document deviations from normal processes and the reason for deviation.
- Ensure all disaster-related actions are traceable to an incident objective and operational period.

Separation of duties (recommended):

- Operational Requesting: Departments request resources through EOC.
- Prioritization/Coordination: EOC validates and prioritizes requests.
- Procurement Execution: Purchasing executes procurement actions.
- Financial Oversight & Compliance: Auditor provides documentation standards, internal control guidance, and reimbursement readiness.
- Accounts Payable / Payment Processing: Per County process, with Auditor oversight as applicable.

When full separation is not possible due to staffing or tempo, the Auditor's Office should document compensating controls (e.g., secondary review, increased documentation, post-

transaction verification).

Cost Eligibility and Cost Reasonableness Standards

Disaster costs are most defensible when they can be shown to be:

- Necessary to meet an operational need or restore essential service.
- Reasonable in amount and aligned with market conditions and prudent judgment.
- Allocable to the incident and properly assigned to the correct cost category/project.
- Documented with sufficient supporting records to verify what was done, when, by whom, and at what cost.

Cost reasonableness indicators (examples):

- Price comparisons or quotes (when feasible), even during emergency procurement.
- Justification when only one vendor is available.
- Records showing why the item/service was needed and used.
- Contract terms consistent with scope and duration.

Common avoidable disallowance risks:

- Missing procurement records or missing justification for non-competitive methods.
- Labor records are not tied to eligible work or not supported by timekeeping.
- Equipment usage without logs or without applicable rates.
- Invoices without proof of payment or without linkage to incident tasks.
- Change orders lacking documented necessity and cost analysis.

Financial Management Lifecycle

Disaster financial management activities occur throughout the full lifecycle of an incident and are not limited to post-disaster reimbursement. The Auditor's Office should treat each phase as a required component of reimbursement readiness.

Preparedness Phase

During preparedness, the Auditor's Office supports readiness for disaster finance by:

- Maintaining familiarity with disaster finance expectations (documentation, eligibility, internal controls, reimbursement timelines).
- Establishing and periodically updating disaster finance guidance/checklists for departments.
- Coordinating with Purchasing and Office of Emergency Management (OEM) to align documentation expectations before incidents.
- Helping departments identify how disaster-related costs will be tracked (codes, cost centers, project structures) if activated.
- Ensuring baseline policies exist and are accessible (pay policy, emergency pay, purchasing policy, travel policy, equipment use policy, fleet policy).
- Identifying points of contact in each department responsible for finance documentation during disasters.

Response Phase

During response operations, the Auditor's Office plays an active oversight and advisory role, including:

- Supporting establishment of disaster cost tracking structures immediately (codes/cost centers).
- Providing guidance on emergency payroll, overtime eligibility, and timekeeping expectations.
- Providing documentation standards for emergency procurement and invoicing.
- Monitoring emerging cost drivers and alerting OEM/Purchasing of compliance risks.
- Ensuring documentation is captured in real time and is traceable to operational periods and incident objectives.

Recovery Phase

During recovery, financial management activities focus on reimbursement readiness and audit defensibility, including:

- Supporting compilation and organization of documentation packages.
- Advising on transition from emergency procurement to standard procurement requirements.

- Supporting financial controls for longer-term contracts and recovery projects.
- Coordinating record retention and closeout activities.

Permanent Work and Closeout Phase

Permanent work and closeout activities require heightened oversight due to increased audit scrutiny. The Auditor's Office supports:

- Financial compliance for large contracts, change orders, and project amendments.
- Documentation required for validation reviews, audits, and Request for Information (RFI).
- Record retention requirements and asset disposition compliance.
- Final financial close-out and long-term compliance obligations.

Roles and Responsibilities – Financial Management

This appendix is finance specific. It is intended to define financial oversight expectations clearly enough that financial roles during disasters are explicit.

Smith County Auditor's Office (Lead – Financial Oversight)

The Smith County Auditor's Office serves as the lead office for financial oversight and compliance. Responsibilities during a disaster include, but are not limited to:

A. Finance readiness and activation

- Establish and communicate disaster finance documentation standards for County departments.
- Identify the finance point of contact(s) for EOC integration.
- If needed, establish disaster cost tracking structures (cost centers/codes/projects) when activated. (See ESF 3 annex for current tracking methods in practice.)
- Provide department-level guidance on documentation expectations at incident onset.

B. Payroll, labor, and timekeeping oversight

- Provide guidance on emergency pay policies as they apply during incidents.
- Coordinate documentation expectations for overtime and disaster-specific labor.

- Establish minimum timekeeping requirements for disaster labor (who, what, where, when, why and how).
- Provide guidance on force account labor documentation, including supervisory certifications or verification methods.

C. Expenditure tracking and internal controls

- Provide guidance to ensure disaster expenditures are tracked in real time and in accordance with all applicable policies, guidance, and plans.
- Maintain oversight of internal controls applicable to emergency purchasing, receiving, and payment.
- Document deviations from standard processes and identify compensating controls.

D. Procurement compliance support (finance oversight, not execution)

- Provide guidance to Purchasing and departments on documentation expectations that affect eligibility.
- Assist in identifying common compliance risks (missing quotes/justifications, inadequate scopes, inadequate price analysis).
- Support documentation practices that demonstrate cost reasonableness and necessity.

E. Documentation management and standardization

- Provide standardized checklists for required supporting documentation.
- Support departments in assembling documentation packages for reimbursement.
- Ensure records are organized and retrievable for audits and RFIs.

F. Audit readiness, RFIs, and validation support

- Support preparation for audits and compliance reviews.
- Coordinate financial responses to RFIs and validation reviews.
- Support corrective actions identified during monitoring or audit activity.

G. Permanent work oversight and close-out support

- Support financial compliance for long-term projects, large contracts, and change orders.
- Support record retention and closeout activities.

- Support compliance with asset disposition and long-term retention requirements.

The Auditor's Office does not execute procurement actions, manage logistics operations, or direct tactical field activities. Its role is to provide financial oversight necessary to protect the County's interests.

Documentation Standards – Required Records by Cost Type

Disaster-related reimbursement and audit defensibility depend on documentation quality. The County should assume that reimbursement reviewers will require proof of:

- What work was performed.
- Why it was necessary.
- When and where it occurred.
- Who performed it.
- What resources were used.
- How costs were calculated and paid.
- How procurement and internal controls were satisfied.

The following subsections define minimum documentation expectations.

The Emergency Management Coordinator will create and compile in a readily available location (Microsoft Teams) cost tracking spreadsheets to be made available to department heads. Departments and offices will be responsible for providing, or completing, the spreadsheets and returning to the EMC for review and submission. The Auditor's Office may be requested to provide finance specific guidance or support by requesting departments.

1. Labor (Force Account and Disaster Payroll)

Required elements (minimum):

- Employee name and position/title.
- Regular vs. overtime hours recorded separately.
- Dates and times worked.
- Work location(s) and description of eligible tasks performed.
- Supervisory approval/verification.
- Pay rate information and payroll records supporting amounts paid.

Recommended best practices:

- Use standardized timesheets or coding for disaster work.
- Maintain operational period logs that support why labor was necessary.
- Maintain a roster of employees assigned to disaster functions.

2. Equipment (Owned/Leased)

Required elements (minimum):

- Equipment identifier (unit number, VIN, serial number).
- Operator name (if applicable).
- Dates and hours of usage, including start/stop times.
- Work location(s) and eligible task description.
- Applicable rate basis (County rate schedule or applicable reimbursement guidance) and supporting documentation.

Recommended best practices:

- Maintain daily equipment logs.
- Ensure equipment use is traceable to operational periods and incident objectives.

3. Materials and Supplies

Required elements (minimum):

- Purchase documentation (PO, receipt, invoice).
- Quantity and unit cost.
- Where materials were used (project/site) and for what purpose.
- Inventory controls or issuance logs if stored/issued from staging.

Recommended best practices:

- Maintain an issuance log from staging areas.
- Track materials used for eligible vs. non-eligible work separately.

4. Contracts and Procured Services

Required elements (minimum):

- Contract and scope of work.
- Procurement method documentation (competitive, cooperative, emergency/non-competitive) and justification, along with all supporting documentation.
- Cost/price analysis documentation as applicable.
- Invoices with supporting detail and proof of payment.
- Contract monitoring records (deliverables, acceptance).
- Any contract provisions that may exist.

Recommended best practices:

- Maintain a contract file checklist.
- Document why the vendor was selected and how pricing was determined.

5. Mutual Aid and Interlocal Costs

Required elements (minimum):

- Mutual aid agreement or request documentation.
- Dates, resources provided/received, and scope of assistance.
- Cost documentation from the providing entity.
- Proof of payment, if applicable.

Recommended best practices:

- Maintain a mutual aid log aligned with EOC operational periods.

Cost Tracking Structure and Financial Reporting (Operational Expectations)

The Auditor’s Office and Office of Emergency Management should work with departments and offices to establish, or review, specific cost tracking methods if needed.

Minimum expectations:

- A method to code or tag disaster-related expenditures (cost center, object code, project code).
- A method to code disaster-related payroll and overtime.
- A method to link expenditures to operational periods or incident objectives.

- A method to track contracts and purchase orders specifically associated with the incident.

Recommended finance reporting cadence (as feasible):

- Daily or operational-period summaries of major cost drivers (labor, contracts, commodities).
- Identification of emerging risk areas (missing documentation, non-competitive procurement without justification).
- Summary of outstanding invoices and anticipated burn rate.

Emergency Procurement and Vendor Documentation (Finance Oversight Detail)

Emergency conditions may permit expedited procurement methods when authorized. Emergency conditions do not eliminate procurement documentation requirements. The Auditor's Office should support Purchasing and departments by ensuring documentation expectations are clear.

Finance oversight expectations for emergency procurement:

- Ensure the procurement file includes justification for the method used (including emergency/non-competitive if applicable).
- Ensure purchase records identify the incident need and link to an operational request.
- Ensure invoices include sufficient detail to validate what was delivered and accepted.
- Ensure retention of any available quotes, price comparisons, or records supporting reasonableness.

Common high-risk areas (to monitor):

- Time-and-materials contracts used without adequate controls or caps.
- Change orders lacking documented necessity or pricing support.
- Invoices lacking itemization, dates, locations, or deliverable proof.
- "Piggyback" contracts are often viewed as non-compliant for a multitude of reasons.
- Cost-plus-percentage-of-cost contracts are prohibited.

Permanent Work Financial Oversight and Change Order Controls

Permanent work (repair, replacement, reconstruction) is subject to heightened scrutiny and extended timelines. Finance oversight is essential to protect reimbursement eligibility.

Finance oversight expectations:

- Ensure project documentation supports scope, necessity, and reasonableness.
- Ensure procurement transitions from emergency methods to standard competitive requirements when appropriate.
- Ensure change orders include: (minimum)
 - Written justification for necessity.
 - Scope impact.
 - Cost/price analysis or pricing support.
 - Authorization documentation.
- Ensure records support the timeline of work and linkage to disaster damages.

Reimbursement Readiness, Audits, RFIs, and Compliance Reviews

Disaster reimbursement is documentation-driven. The Auditor's Office supports reimbursement readiness by ensuring that documentation packages are organized, complete, and responsive to reviewer expectations.

RFI and audit support expectations:

- Maintain an internal tracking log for RFIs and compliance requests.
- Assign responsibility for gathering supporting documentation and verifying completeness.
- Ensure responses are timely, complete, and consistent.
- Document corrective actions when issues are identified.

Validation and review considerations:

- Assume that reviewers will verify procurement method, cost reasonableness, and internal control adequacy.

- Ensure documentation supports eligibility and avoidable cost determinations.

Record Retention and Asset Disposition (Detailed)

Disaster financial records must be retained in accordance with applicable requirements. Certain records may require extended retention (e.g., real property, equipment, audits, litigation).

Record retention expectations:

- Maintain a centralized retention index for disaster documentation.
- Ensure records remain retrievable and protected from loss.
- Ensure contract files, payroll records, equipment logs, and proof-of-payment records are retained as required.
- State record retention is a minimum of three years.
- Any department or individual holding records should identify all local, state and federal regulations before destroying any documents.
- It is preferred and encouraged to always keep a digital copy at a minimum of all records.

Asset disposition considerations (when applicable):

- Track disaster-funded equipment and property.
- Retain documentation supporting purchase, use, and disposition.
- Coordinate disposition requirements with applicable program guidance.

Continuous Improvement, Training, and Readiness Maintenance

Disaster finance readiness improves when lessons learned are captured, documented, and institutionalized.

Continuous improvement expectations:

- Participate in after-action reviews to identify financial management gaps and compliance risks.
- Update finance documentation standards and checklists based on audit findings, RFIs, and monitoring outcomes.

- Encourage and participate in periodic disaster finance training for departments that routinely incur disaster-related costs.
- Maintain a current list of departmental finance points of contact.

DISASTER FINANCE CHECKLISTS (AUDITOR USE)

A. Finance Activation Checklist

- Confirm EOC activation and anticipated duration of operations.
- Identify incident(s) likely to generate reimbursable costs.
- Assign Auditor finance point of contact for the incident.
- Establish disaster cost tracking codes/cost centers.
- Communicate documentation standards to departments.
- Coordinate with Purchasing and OEM on high-risk cost drivers.

B. Labor and Payroll Documentation Checklist

- Employee name and title documented.
- Regular and overtime hours separated.
- Dates, times, and locations recorded.
- Description of eligible disaster-related work.
- Supervisory verification present.
- Payroll records support amounts paid.

C. Equipment Documentation Checklist

- Equipment ID (unit/VIN/serial).
- Operator identified (if applicable).
- Dates and hours of use documented.
- Location and task description recorded.
- Applicable rate documentation retained.
- Size/Capacity

D. Leased Equipment

- Lease agreement
- Invoices or receipts
- Location assigned/used
- Hours, miles, and/or fuel used

E. Procurement and Contract File Checklist

- Procurement method identified and justified.
- Emergency/non-competitive justification documented if used.
- Scope of work clearly defined.
- Cost/price analysis documentation retained.
- Invoices itemized and matched to deliverables.
- Proof of payment retained.
- Selection Process
- Procurement Policy
- Type of Contract
- Change Orders

F. Materials and Supplies Checklist

- Purchase documentation retained.
- Quantity and unit costs documented.
- Usage location and purpose recorded.
- Issuance logs maintained for staged materials.

G. Mutual Aid Documentation Checklist

- Mutual aid agreement or request documented.
- Dates and resources provided/received recorded.
- Cost documentation from providing entity retained.
- Proof of payment documented where applicable.

DISASTER FINANCE PROCESS FLOWS

A. Emergency Expenditure Flow

Incident Need → EOC Request → Approval/Prioritization → Procurement Execution → Receiving/Acceptance → Documentation → Payment → Cost Tracking → Reimbursement Readiness

B. Payroll and Labor Flow

Employee Assignment → Timekeeping → Supervisory Verification → Payroll Processing → Documentation Retention → Eligibility Review → Reimbursement Support

C. Contract and Change Order Flow

Scope Identification → Procurement Method Selection → Contract Award → Performance Monitoring → Change Order (if needed) → Cost Analysis → Documentation → Payment → Audit Readiness

DISASTER FINANCE TEMPLATES

A. Emergency Procurement Justification (Template)

Incident Name/Number:

Date:

Description of Need:

Justification for Emergency or Non-Competitive Procurement:

Vendor Selected:

Basis for Price Reasonableness:

Authorizing Official:

B. Disaster Labor Timesheet (Template)

Employee Name:

Department:

Incident Name:

Date:

Hours Worked (Regular):

Hours Worked (Overtime):

Description of Disaster-Related Work:

Supervisor Verification:

C. Equipment Daily Log (Template)

Equipment ID:

Operator:

Date:

Start Time:

End Time:

Location:

Task Description:

D. Mutual Aid Cost Summary (Template)

Providing Entity:

Receiving Entity:

Incident Name:

Dates of Assistance:

Resources Provided:

Total Cost:

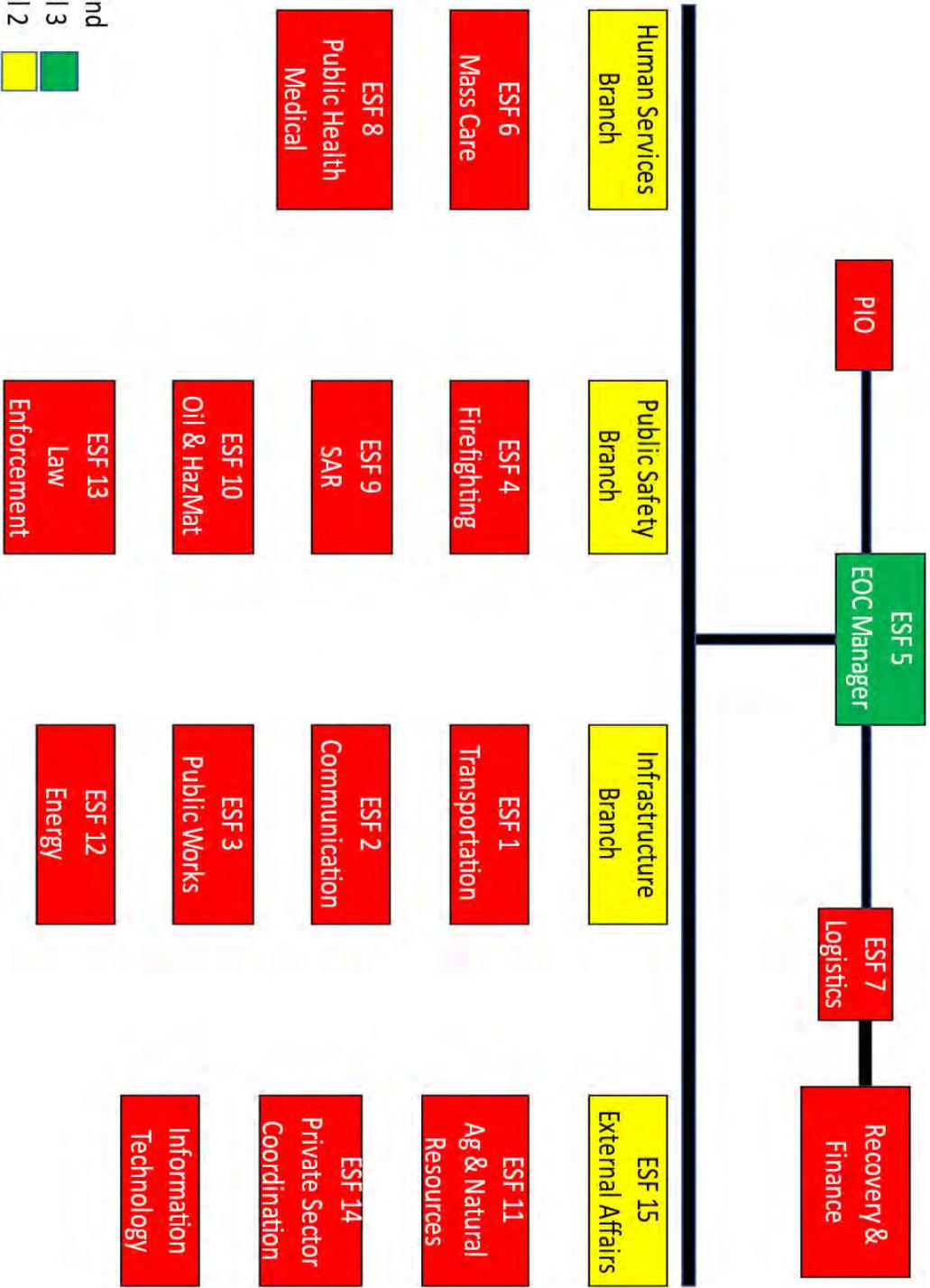
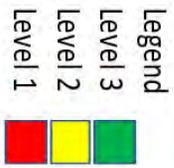
Invoice/Supporting Docs Attached:

E. RFI Response Tracking Log (Template)

RFI Number:

Date Received:
Deadline:
Responsible Party:
Documentation Required:
Date Submitted:
Status:

Appendix 3 – EOC Structure



Appendix 4 – Cost Tracking Forms

- Category A – Debris
- Category B – Emergency Protective Measures
- Category C – Road and Bridge
- Category Z – Management Costs
- Overtime/Labor Worksheet

Category A – Debris

Location	Date Destroyed	Type of Debris	FAL	Contract	L	W	H	Total CY	Price/CY	Total Cost
SC Material Site	7/2/2024	Vegitative	X		105	39	20	3033.333	\$23.00	\$69,766.67
SC Material Site	7/9/2024	Vegitative	X		95	51	13	2332.778	\$23.00	\$53,653.89
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00
								0	\$23.00	\$0.00

Category B – Emergency Protective Measures

Contracts

Applicant Name	Smith County				
Disaster Number	DR 4781				
Project Number					
Category	B				
Type	Contracts				
Vendor Name	Invoice Numbers	Invoice Date	Payment Method	Payment Date	Cost
	LON-0000641				16255.8
	103898				995
Clifford Power	SVC-0164015				1540.19
Tyler Roofing Company	Ref PO # 138988				1250
Clifford Power					500
	Total				20540.99
	Completed Cost			20540.99	
	Future Cost				
	Total Cost			20540.99	

Materials and Supplies

Applicant Name	Smith County				
Disaster Number	DR 4781				
Project Number					
Category	B				
Type	Materials & Supplies				
Vendor Name	Invoice Numbers	Invoice Date	Payment Method	Payment Date	Cost
Home Depot Receipt					2499.61
Roquemore's Hardware					282.88
NAPA	110816				53.94
ET Fasteners	S1771381.002				303.19
Dealers Electrical Supply	S101177211.001				254.92
ULINE	179142697				415.07

Purchase vs. Rental Comparison

Purchased Equipment				
Item	Quantity	Price/Unit	Total Price	
Chainsaw	12	350	4200	
			0	
			0	
			0	
			0	
Rented Equipment				
Item	Quantity	Price/Unit	Length Rented	Total Price
Chainsaw	12	71	21	17892
				0
				0
				0
				0
				0
				0

Category C – Roads and Bridges

Damages Description and Dimensions (DDD)	
Applicant Name	
Disaster Number	
Project Number	
Category	
Location Name	
GPS Coordinates	
Location Type	
Cause of Damage	
Damage	
Description	
Dimensions	

Scope of Work	
Applicant Name	
Disaster Number	
Project Number	
Category	
Location Name	
GPS Coordinates	
Location Type	
Cause of Damage	
Activity	
Anticipated Outcome	
Implementation	
Cost	

FEMA Schedule of Equipment Rates: <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

Rented Equipment							
DI #	Project Number	Equipment Type/Name	Equipment Code	Total Hours Used	Equipment Rate	Number of Units	Total Cost
				4	21.6	2	172.8
							0
							0
							0
							0
							0
							0
							0

FEMA Schedule of Equipment Rates: <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

Purchased Equipment						
DI #	Project Number	Equipment Type/Name	Equipment Code	Total Hours Used	Equipment Rate	Total Cost
				4	21.6	86.4
						0
						0
						0
						0
						0
						0

Question	Answer
1. Fill or borrow material (type, quantity, source)	
2. Ground disturbance (measurement (LxWxD), removal of debris)	
3. Hazardous materials (asbestos, chemicals, pesticides, solvents) disposal info	
4. Invasive species quarantine area	
5. Work occurred:	
In or within 200 feet of water way, body of water, floodway, or wetland (coordinated with other state or fed agency)	
Near threatened species or critical habitat	
On beach or coastal facility	
On or adjacent to facility 45 years old or more, or historic/landmark	
6. Temporary access road construction	
7. Temporary staging of equipment/materials (was it on a hardened surfact like a parking lot or road or somewhere where it caused ground disturbance).	
8. Coordination with State or Federal regulatory agency?	

Destroyed Material Information	
Applicant Name	
Disaster Number	
Project Number	
Category	
Location Name	
GPS Coordinates	
Location Type	
Cause of Damage	
Material Type	
Destruction Method	
Destruction Location	
Notes	

Overtime/Labor Worksheet

Applicant Name													Page 1 of 1									
FORCE ACCOUNT LABOR SUMMARY RECORD																						
Applicant			Disaster / Event						Period Covering													
Applicant Name			Incident/Event						MM/DD/YYYY To		MM/DD/YYYY											
Employment Status			Dates and Hours Worked Each Week										Costs									
Non - Exempt Exempt Part Time Volunteer	S H I F T	N E P V	Shift											A	B	C	D	E	F			
			Day	Wed	###	###	###	###	###	###	###	###	###	###	###	Total Hours	Hourly Rate	Benefit Rate	Time Cost (A x B =)	Benefit Cost (C x D =)	Total Cost (D + E =)	
			Date	Y	D	D	Y	###	###	###	###	###	###	###	###	###	###	###	###	###		
Name		N	REG														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Job Title			OT														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			OT @ Reg														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			Step Up														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Name		N	REG														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Job Title			OT														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			OT @ Reg														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			Step Up														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Name		N	REG														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Job Title			OT														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			OT @ Reg														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			Step Up														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Name		N	REG														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
Job Title			OT														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			OT @ Reg														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000
			Step Up														0.00	0.0000	0.0000%	0.0000	0.0000	0.0000

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/20/2026	Submitted by: Brandon Moore
Meeting Date: 02/10/2026	Department: FMO
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Emergency Support Function 9, Search and Rescue	
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 authorize the County Judge to sign all related documentation and allow the Emergency Management Coordinator to submit to Texas Division of Emergency Management.	
Background: This annex is part of the Emergency Operations Plan.	
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: 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 # _____



**Emergency Support Function (ESF) 9
Search and Rescue**

Record of Changes

#	Date	Description	Name/Initials
1		Annex R Conversion to ESF 9	

ESF Responsible Parties

Smith County Judge, Emergency Management Director

Print

Date

Sign

Primary Agency/ESF Coordinator

City of Whitehouse Fire Department
Emergency Service District 1
Emergency Service District 2
Smith County Sheriff's Office

Support Agencies:

Smith County Fire Marshal's Office
Smith County Office of Emergency Management
Smith County Information Technology/Geographic Information System
Smith County Community Emergency Response Team
Smith County Road and Bridge
CHRISTUS Emergency Medical Services
University of Texas Emergency Medical Services
Other Law Enforcement Agencies as Available

I. PURPOSE

Emergency Support Function (ESF) 9, Search and Rescue, establishes the framework for coordinating search and rescue (SAR) operations within Smith County to locate, assist, and recover individuals who are missing, endangered, trapped, or otherwise in distress due to criminal incidents, accidents, or disasters. ESF 9 provides for the organization, command coordination, and operational support necessary to conduct timely and effective SAR missions, ensure integration with the Incident Command System (ICS), and coordinate with local, regional, state, and federal partners. The purpose of ESF 9 is to preserve life, reduce human suffering, and support incident stabilization and recovery operations across all hazard environments.

For law enforcement–related search operations, ESF 9 supports SAR missions led by the Smith County Sheriff's Office involving missing persons, endangered individuals, manhunts, and incidents where investigative authority, public safety, or criminal enforcement considerations are primary. These operations emphasize coordinated search planning, perimeter and access control, intelligence and information sharing, utilization of ground and aerial search assets, and coordination with investigative and public safety partners. When required by incident complexity or scale, fire departments, emergency medical services, and other SAR-capable agencies may support law enforcement–led operations to enhance search effectiveness and life-safety outcomes.

For disaster-related search and rescue operations, ESF 9 supports SAR missions led by fire departments within their respective Areas of Responsibility following natural or human-caused disasters. These operations focus on life-safety missions including structural collapse rescue, flood and swift water rescue, wide-area survivor searches, and technical rescue operations. Law enforcement agencies may support these missions by providing security, access control, traffic management, aerial

reconnaissance, and coordination support. ESF 9 facilitates the integration of SAR operations with emergency medical care, public works, mass care, and infrastructure support functions to ensure a coordinated and sustained response.

Across all ESF 9 missions, law enforcement–led and fire-led search and rescue operations are designed to support one another as operational needs dictate, regardless of primary agency designation. ESF 9 further provides coordination for supporting agencies including the Smith County Fire Marshal’s Office, Smith County Office of Emergency Management, Smith County Community Emergency Response Team (CERT), Smith County Road and Bridge, CHRISTUS Emergency Medical Services, University of Texas Emergency Medical Services, and other law enforcement agencies as available. Mutual aid resources and specialized regional, state, and federal search and rescue assets may be requested to support either mission set when local capabilities are exceeded or specialized resources are required.

II. SCOPE

Emergency Support Function (ESF) 9, Search and Rescue, encompasses the coordination and execution of search and rescue operations within Smith County for incidents involving missing, endangered, trapped, or otherwise at-risk individuals resulting from criminal activity, accidents, or disasters. ESF 9 applies to both law enforcement–led and fire department–led search and rescue missions and includes, but is not limited to, missing person searches, manhunts, structural collapse rescue, flood and swift water rescue, wide-area survivor searches, and other technical or specialized rescue operations. ESF 9 provides for the integration of command and control, resource coordination, communications, operational support, and mutual aid across all phases of response. The scope of ESF 9 includes coordination with primary and supporting agencies as well as the request and deployment of mutual aid and regional, state, and federal search and rescue resources when local capabilities are exceeded.

III. SITUATION AND PLANNING ASSUMPTIONS

A. Situation

1. Smith County is subject to a wide range of incidents that may require search and rescue (SAR) operations, including missing persons incidents, law enforcement manhunts, severe weather events, flooding, structural collapse, transportation accidents, and other natural or human-caused disasters. Due to the County’s geographic size, varied terrain, transportation infrastructure, and population distribution, SAR incidents may occur in urban, suburban, rural, wilderness, and water-based environments. These incidents may range from short-duration, localized searches to extended, complex operations requiring sustained coordination and specialized resources.

Search and rescue operations within Smith County are conducted under a dual operational framework. Law enforcement–led SAR

operations, such as missing persons searches and manhunts, are coordinated by the Smith County Sheriff's Office and emphasize investigative authority, public safety, and security considerations. Disaster-related SAR operations are led by fire departments within their respective Areas of Responsibility and focus on life-safety missions including rescue, extrication, and survivor location following disasters. All fire departments falling within the Smith County Emergency Operations Plan are dispatched through the Smith County 9-1-1 Communications Center, ensuring centralized notification and coordinated response. ESF 9 operations are integrated into the Incident Command System (ICS) and coordinated with Emergency Support Functions as needed to support overall incident objectives.

B. Planning Assumptions

It is assumed that search and rescue incidents within Smith County may occur with little or no warning and may require immediate response to preserve life. SAR operations may be conducted concurrently with other emergency response activities and may involve hazardous, unstable, or rapidly changing conditions. Incidents may exceed the capabilities of a single agency or jurisdiction, requiring coordination among multiple fire departments, law enforcement agencies, and supporting organizations. Law enforcement-led and fire-led SAR missions may occur simultaneously or transition between lead agencies based on incident type, operational priorities, or evolving conditions.

It is further assumed that Smith County fire departments will maintain mutual aid agreements with one another and with surrounding jurisdictions and participate in the Statewide Mutual Aid System to support SAR operations when local resources are insufficient. Mutual aid and specialized SAR assets may be requested to support either law enforcement-led or disaster-related SAR missions. Communications, dispatch, and resource coordination will be conducted through established County systems, and SAR operations will be managed in accordance with NIMS and ICS principles. ESF 9 planning assumes that effective SAR operations depend on timely information sharing, unified command where appropriate, and coordination with emergency medical, public works, and other response functions to support life safety and incident stabilization.

IV. CONCEPT OF OPERATIONS

A. General

Search and rescue operations in Smith County are conducted under a coordinated, all-hazards framework that assigns operational leadership based on incident type. During disasters and non-criminal life-safety

incidents, fire departments within their respective Areas of Responsibility serve as the primary agencies for search and rescue operations, with support from law enforcement as needed. Law enforcement agencies may provide perimeter security, access control, traffic management, communications support, and situational coordination to ensure the safety and effectiveness of rescue operations.

For search and rescue operations involving criminal activity, suspected criminal activity, or incidents requiring investigative authority—such as missing persons cases or manhunts—the Smith County Sheriff’s Office serves as the primary agency for incident management and operational coordination. In these situations, fire departments and emergency medical services may provide operational support, technical rescue capabilities, medical care, and personnel as requested. When criminal elements are not present, or when operational priorities shift to life-safety rescue following a disaster, fire departments assume the lead role for SAR operations, with law enforcement transitioning to a supporting role as appropriate.

All agencies involved in ESF 9 operations will utilize the Incident Command System (ICS) and operate in accordance with the National Incident Management System (NIMS) to ensure effective coordination, unified command when appropriate, and the seamless integration of mutual aid and state or federal resources. This standardized command structure supports scalable response operations and facilitates resource tracking, communications, and operational accountability during complex or prolonged incidents.

When local search and rescue capabilities are exceeded or specialized technical rescue resources are required, state and federal assets may be requested to support operations. This includes the potential deployment of federally supported Urban Search and Rescue (USAR) teams coordinated through the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA). These teams may assist with complex rescue operations such as structural collapse, wide-area searches, and other high-risk environments.

In incidents involving downed or missing aircraft, the Federal Aviation Administration (FAA) maintains responsibility for aircraft location and investigation coordination. Local fire departments and responding emergency medical services coordinate ground rescue, victim access, medical treatment, and recovery operations in support of federal authorities and in accordance with established protocols.

Public works and/or Road and Bridge resources may be requested to support ESF 9 operations by providing structural assessments, debris

clearance, heavy equipment, and technical expertise to ensure responder safety and facilitate access to affected areas. Private-sector resources, including heavy equipment and engineering services, may also be utilized when available and appropriate to support rescue and recovery operations.

Accurate documentation should be maintained throughout search and rescue operations to support operational accountability, medical follow-up, and post-incident review. Fire departments should coordinate with emergency medical services to document the locations where injured individuals are located, treated, and transported for further medical care. During large-scale disasters, search and rescue teams may be composed of personnel from fire departments, emergency medical services, law enforcement, and Community Emergency Response Team (CERT) members as appropriate, operating under unified command and established safety protocols.

When the Smith County Emergency Operations Center (EOC) is activated, ESF 9 primary and supporting agencies will coordinate search and rescue activities through the EOC to support countywide situational awareness, resource prioritization, mutual aid coordination, and policy-level decision-making. Tactical command and control of search and rescue operations will remain with the Incident Commander or Unified Command in accordance with the Incident Command System (ICS).

Geographic Information Systems (GIS) capabilities may be utilized to support search and rescue operations by providing mapping, spatial analysis, and visualization of search areas, operational progress, access routes, hazards, and resource deployment. When the Emergency Operations Center (EOC) is activated, GIS products may be used to support situational awareness, operational coordination, and documentation for both incident command and EOC decision-making.

B. Actions by Operational Timeframe

1. Preparedness

- a. Maintain and periodically review ESF 9, Search and Rescue, along with supporting plans, standard operating guidelines, and checklists to ensure alignment with current laws, policies, and operational capabilities.
- b. Ensure search and rescue personnel receive appropriate training in emergency operations, search techniques, rescue operations, safety procedures, and the Incident Command System (ICS) in accordance with National Incident Management System (NIMS) requirements.
- c. Maintain current mutual aid agreements among Smith County fire departments, law enforcement agencies, and surrounding jurisdictions

to support search and rescue operations when local resources are exceeded.

- d. Develop and maintain mutual aid agreements and coordination mechanisms with private-sector and non-governmental resources that may support search and rescue operations, including heavy equipment, engineering, and technical services.
- e. Develop, maintain, and utilize standard operating guides, procedures, and checklists to support consistent and effective search and rescue operations across incident types.
- f. Ensure emergency notification, call-up procedures, and resource lists for search and rescue personnel and equipment are current and accessible to authorized agencies.
- g. Ensure the availability, readiness, and maintenance of equipment necessary to support search and rescue operations, including specialized rescue tools, communications equipment, and personal protective equipment.
- h. Participate in and support emergency management training, drills, and exercises to test search and rescue capabilities, interagency coordination, mutual aid processes, and operational readiness.

2. Response

- a. Respond to search and rescue incidents based on life-safety priorities, incident complexity, and operational needs, in accordance with established dispatch and response procedures.
- b. Establish incident command and integrate search and rescue operations into the Incident Command System (ICS), coordinating with unified command when multiple agencies or jurisdictions are involved.
- c. Activate mutual aid resources when local search and rescue capabilities are insufficient to meet operational demands, in accordance with existing agreements and the Statewide Mutual Aid System.
- d. Coordinate search and rescue activities with other responding agencies and Emergency Support Functions to ensure effective communication, resource utilization, and operational support.
- e. Request, coordinate, and integrate outside search and rescue resources, including regional, state, and federal assets, when specialized capabilities or sustained operations are required.
- f. Alert, recall, or activate off-duty, auxiliary, or volunteer personnel as necessary to support extended or large-scale search and rescue operations.
- g. Implement operational safety measures and accountability procedures to protect search and rescue personnel operating in hazardous or unstable environments.
- h. Conduct additional response actions as dictated by incident conditions, operational objectives, and direction from incident command.
- i. Coordinate search and rescue resource requests, prioritization, and situational reporting with the Emergency Operations Center (EOC)

when activated.

- j. Utilize GIS mapping and data products, when available, to support search planning, track areas searched and pending, document operational progress, and share situational awareness with incident command and the EOC.

3. Recovery

- a. Support cleanup, demobilization, and restoration activities related to search and rescue operations, as appropriate, to assist with the transition from response to recovery.
- b. Conduct post-incident reviews of search and rescue operations, plans, procedures, and coordination processes with key personnel to identify strengths, gaps, and areas for improvement.
- c. Replenish expended supplies, repair or replace damaged equipment, and restore search and rescue resources to a state of operational readiness.
- d. Continue coordination with the Emergency Operations Center (EOC) and other response and recovery partners based on incident requirements and recovery priorities.
- e. Participate in after-action briefings and contribute to the development of after-action reports and improvement plans related to search and rescue activities.
- f. Update and revise ESF 9, Search and Rescue, as well as associated procedures and checklists, based on lessons learned, after-action findings, and changes in capabilities or organizational structure.
- g. Utilize GIS products and spatial data to support post-incident documentation, verification of searched areas, and after-action reporting.

4. Mitigation

- a. Participate in county hazard identification, risk assessment, and vulnerability analysis processes to identify, assess, and reduce vulnerabilities related to search and rescue operations and capabilities.
- b. Support the development and delivery of public education, outreach, and preparedness programs related to search and rescue, including disaster-related scenarios, to enhance community awareness, resilience, and self-sufficiency.

V. ROLES AND RESPONSIBILITIES

A. Primary Agency/ESF #9 Coordinator Law Enforcement

- 1. Serve as the primary agency for law enforcement–led search and rescue operations, including missing persons incidents, manhunts, and searches involving actual or suspected criminal activity.

2. Establish and maintain incident command or unified command for law enforcement–led search operations in accordance with the Incident Command System (ICS).
3. Coordinate search planning, investigative activities, intelligence collection, and information sharing related to missing persons or criminal search incidents.
4. Establish and manage perimeters, access control, and scene security to ensure responder safety and preserve investigative integrity.
5. Coordinate ground and aerial search assets, including tracking resources and reconnaissance capabilities, as available.
6. Request and integrate mutual aid law enforcement resources and specialized search capabilities as needed.
7. Request activation of the EOC to coordinate with fire departments, emergency medical services, and other agencies to support life-safety objectives during law enforcement–led search operations.
8. Support disaster-related search and rescue operations by providing security, traffic control, access management, and coordination assistance when fire departments serve as the primary agency.
9. Maintain documentation and records related to law enforcement–led search and rescue activities in accordance with applicable laws and policies.
10. Assign command staff level personnel to the EOC for unified command coordination.

B. Primary Agency/ESF 9 Coordinator

Fire Departments

1. Serve as the primary agencies for disaster-related search and rescue operations within their respective Areas of Responsibility, including structural collapse rescue, flood and swift water rescue, wide-area searches, and technical rescue operations.
2. Establish and manage incident command or unified command for fire-led search and rescue operations in accordance with ICS and NIMS.
3. Conduct life-safety rescue, extrication, and victim access operations in hazardous or unstable environments.
4. Coordinate the deployment of search and rescue personnel, equipment, and specialized rescue resources.
5. Integrate emergency medical services into search and rescue operations to support triage, treatment, and patient transport.
6. Request and coordinate mutual aid fire and rescue resources when local capabilities are exceeded through the EOC.
7. Maintain responder safety, accountability, and operational risk management throughout search and rescue operations.
8. Request activation of the EOC to coordinate with law enforcement agencies for scene security, access control, traffic management, and operational support as needed.
9. Support law enforcement–led search operations by providing technical rescue capabilities, personnel, and equipment when requested.

10. Maintain documentation related to search and rescue activities, including victim location, rescue actions, and transfer to medical care.
11. Assign command staff level personnel to the EOC for unified command coordination.

C. Support Agencies

1. Smith County Fire Marshal's Office

- a. Provide technical expertise related to fire cause, origin, and structural safety as it relates to search and rescue operations.
- b. Assist with damage assessments, hazard identification, and safety recommendations during and after search and rescue operations.
- c. Support coordination between fire departments and regulatory or investigative functions when applicable.

2. Smith County Office of Emergency Management

- a. Coordinate overall ESF 9 support, resource prioritization, and interagency coordination through the Emergency Operations Center (EOC) during activations.
- b. Facilitate interagency coordination, resource requests, and mutual aid in support of search and rescue operations.
- c. Support situational awareness, information sharing, and operational coordination between ESF 9 and other Emergency Support Functions.

3. Smith County Information Technology/Geographic Information System

- a. Provide mapping, spatial analysis, and visualization support for search and rescue operations.
- b. Develop and maintain maps depicting search areas, completed and pending operations, hazards, and access routes.
- c. Support documentation, situational reporting, and after-action review through GIS products.

4. Smith County Community Emergency Response Team (CERT)

- a. Provide trained volunteer support for non-technical search and rescue activities under the direction of incident command.
- b. Assist with light search and rescue, victim support, welfare checks, and area reconnaissance when appropriate.
- c. Support documentation, logistics, and support functions during extended search and rescue operations.
- d. Assist with damage assessments as requested.

5. Smith County Road and Bridge

- a. Provide heavy equipment, debris removal, and access support to facilitate search and rescue operations.
- b. Assist with structural stabilization, roadway clearance, and access to affected areas as requested.
- c. Support safety operations by mitigating infrastructure hazards that impact responder access and operations.

6. Emergency Medical Services

- a. Provide emergency medical care, triage, treatment, and transport for individuals rescued during search and rescue operations.
- b. Coordinate patient movement and medical support within the ICS structure.
- c. Support medical monitoring and rehabilitation of responders during extended or high-risk operations.

7. Smith County Law Enforcement Agencies

- a. Provide mutual aid support for law enforcement–led or fire-led search and rescue operations as requested.
- b. Assist with perimeter security, traffic control, investigations, and operational coordination.
- c. Provide specialized capabilities or additional personnel to support large-scale or prolonged search operations.

VI. CONTINUITY OF GOVERNMENT

Lines of Succession for ESF #9 Search and Rescue:

1. Incident Commander for the incident, as established under the Incident Command System (ICS), based on incident type and jurisdiction.
2. Unified Command, when applicable, consisting of the appropriate primary agencies (law enforcement and/or fire departments) and supporting agencies necessary to manage the incident.
3. Designated Agency Successors or Mutual Aid Incident Command, in accordance with established agency policies, mutual aid agreements, and ICS principles, when primary command personnel or agencies are unable to fulfill ESF 9 responsibilities.

Authorities and References

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

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

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

Federal Aviation Administration (FAA), Drone Response Playbook for Public Safety, https://www.faa.gov/sites/aa.gov/files/uas/public_safety_gov/public_safety_toolkit/Public_Safety_Drone_Playbook.pdf

Federal Communications Commission (FCC), The Emergency Alert System (EAS), <https://www.fcc.gov/emergency-alert-system>

Federal Emergency Management Agency (FEMA), Developing and Maintaining Emergency Operations Plans, https://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

Federal Emergency Management Agency (FEMA), Homeland Security Act of 2002, https://www.dhs.gov/sites/default/files/2023-11/03_0116_hr_5005_enr.pdf

Federal Emergency Management Agency (FEMA), Integrated Public Alert & Warning System (IPAWS), <https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system>

Federal Emergency Management Agency (FEMA), National Incident Management System (NIMS), https://www.fema.gov/sites/default/files/2020-07/fema_nims_doctrine-2017.pdf

Federal Emergency Management Agency (FEMA), National Preparedness Goal, <https://www.fema.gov/emergency-managers/national-preparedness/goal>

Federal Emergency Management Agency (FEMA), National Response Framework, <https://www.fema.gov/emergency-managers/national-preparedness/frameworks/response>

Federal Emergency Management Agency (FEMA), Public Assistance Debris Monitoring Guide, https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf

Federal Emergency Management Agency (FEMA), Public Assistance Program and Policy Guide, https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf

Federal Emergency Management Agency (FEMA), Restoration and Recovery, https://www.fema.gov/sites/default/files/documents/fema_restoration-and-

[recovery_guide.pdf](#)

Federal Emergency Management Agency (FEMA), Robert T. Stafford Disaster Relief and Emergency Assistance Act, <https://www.govinfo.gov/content/pkg/COMPS-2977/pdf/COMPS-2977.pdf>

National Weather Service, <https://www.weather.gov/>

National Weather Service, NWS Fort Worth SKYWARN Program, <https://www.weather.gov/fwd/skywarn>

RAVE Mobile Safety, RAVE Alert, <https://www.ravemobilesafety.com/products/rave-alert/>

RAVE Mobile Safety, Smart 911, Public Enrollment, <https://www.smart911.com/smart911/ref/reg.action?pa=smithcounty>

Smith County, County Ordinances and Policies, <https://www.smith-county.com/government/about/county-ordinances-and-policies>

Texas Division of Emergency Management, Amateur Radio Emergency Service (ARES), <https://www.tdem.texas.gov/response/races>

Texas Division of Emergency Management, Executive Guide FY 2024, <https://txdem.sharepoint.com/sites/TDEMWebsiteFiles/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FTDEMWebsiteFiles%2Fshared%20Documents%2Fmedia%20%26%20Comms%2Fthe%20FY%202024%20Executive%20Guide%2011%2D6%2D23%2Epdf&parent=%2Fsites%2FTDEMWebsiteFiles%2Fshared%20Documents%2Fmedia%20%26%20Comms&p=true&ga=1>

Texas Division of Emergency Management, Radio Amateur Civil Emergency Service (RACES), <https://www.tdem.texas.gov/response/races>

Texas Public Law, Government Code Section 418.11, Creation of the Texas Statewide Mutual Aid System, https://texas.public.law/statutes/tex.gov/t_code_section_418.111#google_vignette

The State of Texas, Government Code, Chapter 418. Emergency Management, <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.418.htm>

The State of Texas, Government Code, Chapter 423. Use of Unmanned Aircraft, <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.423.htm>

The State of Texas, Government Code, Chapter 775 Emergency Services Districts, <https://statutes.capitol.texas.gov/Docs/HS/htm/HS.775.htm>

The State of Texas, Local Government Code, <https://statutes.capitol.texas.gov/Docs/Sdocs/LOCALGOVERNMENTCODE.pdf>

The State of Texas, Texas Statewide Communication Interoperability Plan,
<https://www.dps.texas.gov/sites/default/files/documents/iod/interop/docs/texasscip.pdf>

The State of Texas, Texas Statewide Interoperability Channel Plan,
<https://www.dps.texas.gov/sites/default/files/documents/iod/interop/docs/tsicpmou.pdf>

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

United States Code, Section 18 USC 40A, Operation of Unauthorized Unmanned Aircraft Over Wildfires, <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title18-section40A&num=0&edition=prelim>

United States Code, Section 49 USC 463 Section 463320, Interference with wildfire suppression, law enforcement, or emergency response effort by operation of unmanned aircraft, <https://uscode.house.gov/view.xhtml?req=granuleid%3AUSC-prelim-title49-chapter463&edition=prelim>

United States Environmental Protection Agency, (EPA), Emergency Planning and Community Right-to-Know Act (EPCRA), <https://www.epa.gov/epcra/what-epcra>

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/28/2026	Submitted by: Michelle Allcon
Meeting Date: 02/10/2026	Department: Election
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Facility Use Agreement	
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 Agreement between Smith County and the City of Whitehouse 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 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 # _____

FACILITIES USE AGREEMENT-
Whitehouse City Center

This Agreement is made this 21 day of January, 2026, by and between **City of Whitehouse** (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 109 E Main Street, Whitehouse, 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, 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 – Training 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)

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: Morgan Ward 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

Whitehouse City Center

Signature:



Printed Name:

James Wansley

Title:

Mayor

Date:

1-27-2026

Mailing Address:

101 Bascom Road

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

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/28/2026	Submitted by: Michelle Allcon
Meeting Date: 02/10/2026	Department: Elections
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 2, 2026 Election and authorize the county judge to sign all related documentation. a. City of Bullard b. City of Hideaway c. City of Lindale d. Tyler ISD	
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 Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF BULLARD
FOR CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this _____ day of _____, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Bullard with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

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

II. VOTING UNIT'S DUTIES

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/2/2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

- This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.
- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. **Absentee Ballots:** The ballot set up fee will be split evenly by all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. **Equipment Rental:** A rental fee of \$2,708.45, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 191 ExpressVotes, 34 DS200s, 56 ExpressPolls/Express Printers, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/2/2026** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/2/2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

CITY OF BULLARD

c/o Doris Crockett, City Secretary
PO BOX 107
Bullard, TX 75757

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and City of Bullard have caused this agreement to be effective as of the ____ day of _____, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF BULLARD CITY COUNCIL IN A MEETING on the
13th day of January, 2026 and executed by SHIRLEY COE, Mayor, as the
authorized representative of CITY OF BULLARD.

CITY OF BULLARD

BY: Shirley Coe
SHIRLEY COE, MAYOR

ATTEST: Doris Crockett
BY: Doris Crockett
DORIS CROCKETT, CITY SECRETARY

APPROVED:
BY: Robert Davis
ROBERT DAVIS, CITY ATTORNEY

ESTIMATE

To: Doris Crockett
 City of Bullard
 PO BOX 107
 Bullard, TX 75757
 903-894-7223, ext 109



Smith County

Elections
 Administration

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

INVOICE #
 DATE:

Make all checks
 payable to: Smith
 County

**THANK YOU
 FOR YOUR
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 2, 2026 Election 30 day

DESCRIPTION	TOTAL COST	BULLARD COST
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EV Locations-Workers/Location Rental/Supplies	18,849.00	628.92
ED Locations-Workers/Location Rental/Supplies	19,000.00	251.17
Central-Workers/Location Rental/Supplies	6,010.00	401.00
Publications of Notice of Election & L&A	1,500.00	100.00
Absentee Ballots	636.00	18.15
Rental of Election Equipment	2,708.45	2,708.45
ES&S Invoices	20,000.00	769.26
Equipment Delivery	6,200.00	413.33

SUBTOTAL 5,290.28

10% ADMINISTRATIVE FEE 529.03

TOTAL 5,819.31

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF
HIDEAWAY FOR CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this 13th day of January, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Hideaway with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

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

II. VOTING UNIT'S DUTIES

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/2/2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. **Absentee Ballots:** The ballot set up fee will be split evenly by all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. **Equipment Rental:** A rental fee of \$2,708.45, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 191 ExpressVotes, 34 DS200s, 56 ExpressPolls/Express Printers, 0 DS450, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** 5/2/2026 election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/2/2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that COUNTY'S and VOTING UNIT'S participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the VOTING UNIT'S duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

CITY OF HIDEAWAY

c/o Nancy Vander Giessen, City Secretary
101 Hideaway Lane Central,
Hideaway, TX 75771

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and City of Hideaway have caused this agreement to be effective as of the 13th day of January, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF HIDEAWAY CITY COUNCIL IN A MEETING on the 13 day of January, 2026 and executed by CHET THOMAS, Mayor, as the authorized representative of CITY OF HIDEAWAY.

CITY OF HIDEAWAY

BY: Chet Thomas
CHET THOMAS, MAYOR

ATTEST:
BY: Nancy Vander Giessen
NANCY VANDER GIESSEN,
CITY SECRETARY

APPROVED:

BY: _____
CITY ATTORNEY

ESTIMATE

To: Nancy Vander Giessen
 City of Hideaway
 101 Hideaway Lane Central
 Hideaway, TX 75771
 214-384-0436



Smith County

Elections
 Administration

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

INVOICE #
 DATE:

Make all checks
 payable to: Smith
 County

**THANK YOU
 FOR YOUR
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 2, 2026 Election 30 day

DESCRIPTION	TOTAL COST	HIDEAWAY COST
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EV Locations-Workers/Location Rental/Supplies	18,849.00	324.92
ED Locations-Workers/Location Rental/Supplies	19,000.00	274.44
Central-Workers/Location Rental/Supplies	6,010.00	401.00
Publications of Notice of Election & L&A	1,500.00	100.00
Absentee Ballots	181.50	60.50
Rental of Election Equipment	2,708.45	2,708.45
ES&S Invoices	20,000.00	769.25
Equipment Delivery	6,200.00	413.33

SUBTOTAL 5,051.89

10% ADMINISTRATIVE FEE 505.19

TOTAL 5,557.08

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF LINDALE
FOR CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this _____ day of _____, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Lindale with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

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

II. VOTING UNIT'S DUTIES

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/2/2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

- This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.
- b. Estimated Services: Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. Absentee Ballots: The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. Equipment Rental: A rental fee of \$2,708.45, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 191 ExpressVotes, 34 DS200s, 56 ExpressPolls/Express Printers, 0 DS450, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A.” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/2/2026** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/2/2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

CITY OF LINDALE

c/o Carolyn Caldwell, City Manager
105 Ballard Drive
Lindale, TX 75771

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and City of Lindale have caused this agreement to be effective as of the ____ day of _____, 202__.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF LINDALE CITY COUNCIL IN A MEETING on the 2 day of December, 2025 and executed by **CAROLYN CALDWELL**, City Manager, as the authorized representative of **CITY OF LINDALE**.

CITY OF LINDALE

BY: 
CAROLYN CALDWELL, CITY MANAGER

ATTEST:
BY: 
MICHELLE WIESE, CITY SECRETARY

APPROVED:
BY: , CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND TYLER
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this 22nd day of January, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and Tyler Independent School District with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

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

II. VOTING UNIT'S DUTIES

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

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in

violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/2/2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%. This cost includes the poll workers, the supplies, and the rental fee (if any). If "**VOTING UNIT 1**" shares a ballot with "**VOTING UNIT 3**" then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. **Absentee Ballots:** The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. **Equipment Rental:** A rental fee of \$2,708.45, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 191 ExpressVotes, 34 DS200s, 56 ExpressPolls/Express Printers, 0 DS450, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/2/2026** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/2/2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this

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

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

TYLER INDEPENDENT SCHOOL DISTRICT

c/o Marty Crawford, Superintendent
1319 Earl Campbell Parkway
Tyler, TX 75701

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and Tyler Independent School District have caused this agreement to be effective as of the ____ day of _____, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY TYLER INDEPENDENT SCHOOL DISTRICT SCHOOL BOARD IN A MEETING on the 22nd day of January, 2026 and executed by **YVONNE ATKINS**, Board President, and **MARTY CRAWFORD**, Superintendent, as the authorized representative of **TYLER INDEPENDENT SCHOOL DISTRICT**.

TYLER INDEPENDENT SCHOOL DISTRICT

BY: 
YVONNE ATKINS, BOARD PRESIDENT

BY: 
MARTY CRAWFORD, SUPERINTENDENT

ATTEST: 
BY: GINA ORR, BOARD SECRETARY

APPROVED:
BY: 
JOHN HARDY, ATTORNEY FOR TYLER I.S.D.

ESTIMATE

To: Gina Orr
 Tyler Independent School District
 1319 Earl Campbell Parkway
 Tyler, TX 75701
 903-262-1001



Smith County

Elections
 Administration

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

INVOICE #
 DATE:

Make all checks
 payable to: Smith
 County

**THANK YOU
 FOR YOUR
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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May 2, 2026 Election 30 day

DESCRIPTION	TOTAL COST	TYLER ISD COST
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EV Locations-Workers/Location Rental/Supplies	18,849.00	2,893.12
ED Locations-Workers/Location Rental/Supplies	19,000.00	2,054.38
Central-Workers/Location Rental/Supplies	6,010.00	401.00
Publications of Notice of Election & L&A	1,500.00	100.00
Absentee Ballots	636.00	187.55
Rental of Election Equipment	2,708.45	2,708.45
ES&S Invoices	20,000.00	769.25
Equipment Delivery	6,200.00	413.33

SUBTOTAL 9,527.08

10% ADMINISTRATIVE FEE 952.71

TOTAL 10,479.79

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF WINONA
FOR CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this 20~~th~~ day of January, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Winona with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

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

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

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

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

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

PURPOSE

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

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

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

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

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

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

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

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

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

II. **VOTING UNIT'S DUTIES**

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

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

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

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

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 5/2/2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

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

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

This cost includes the poll workers, the supplies, and the rental fee (if any). If "VOTING UNIT 1" shares a ballot with "VOTING UNIT 3" then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. **Absentee Ballots:** The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. **Equipment Rental:** A rental fee of \$2,708.45, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 191 ExpressVotes, 34 DS200s, 56 ExpressPolls/Express Printers, 0 DS450, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT'S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S 5/2/2026** election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

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

VI. FORCE MAJEURE

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

VII. VENUE AND CHOICE OF LAW

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

VIII. MODIFICATION

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

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 5/2/2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that COUNTY'S and VOTING UNIT'S participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the VOTING UNIT'S duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

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

X. SUCCESSORS AND ASSIGNS

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

XI. NOTICES

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

SMITH COUNTY

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

CITY OF WINONA

c/o Angela Owens, City Secretary
PO BOX 129
Winona, TX 75792

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

XII. CANCELLATIONS

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

IN WITNESS WHEREOF, Smith County and City of Winona have caused this agreement to be effective as of the ____ day of _____, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

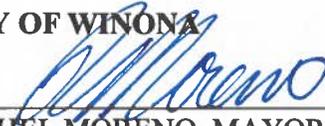
BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF WINONA CITY COUNCIL IN A MEETING on the
20~~th~~ day of January, 2026 and executed by RACHEL MORENO, Mayor,
as the authorized representative of CITY OF WINONA.

CITY OF WINONA

BY: 
RACHEL MORENO, MAYOR

ATTEST: 
BY: ANGELA OWENS, CITY SECRETARY

ESTIMATE

To:
 City of Winona
 PO Box 129
 Winona, TX 75792



Smith County

Elections
 Administration

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

INVOICE #
 DATE:

Make all checks
 payable to: Smith
 County

**THANK YOU
 FOR YOUR
 BUSINESS!**

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

May 2, 2026 Election 30 day

DESCRIPTION	TOTAL COST	WINONA COST
EV Locations-Workers/Location Rental/Supplies	18,849.00	170.26
ED Locations-Workers/Location Rental/Supplies	19,000.00	565.78
Central-Workers/Location Rental/Supplies	6,010.00	401.00
Publications of Notice of Election & L&A	1,500.00	100.00
Absentee Ballots	18.15	9.08
Rental of Election Equipment	2,708.45	2,708.45
ES&S Invoices	20,000.00	769.15
Equipment Delivery	6,200.00	413.33
	SUBTOTAL	5,137.04
	10% ADMINISTRATIVE FEE	513.70
	TOTAL	5,650.74

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/02/2026	Submitted by: KAREN NELSON
Meeting Date: 02/10/2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: VARIANCE REQUEST	
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: Discuss, consider and take action on variance request from the Smith County Subdivision Regulations for the Oak View Park Subdivision from Benchmark Design Group.	
Background: See attached request letter.	
Financial and Operational Impact: na	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
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 # _____



February 2, 2026

Smith County Road and Bridge
135 SSE Loop 323
Tyler, Texas 75702
Attn: Doug Nicholson

phone 903-590-4800
dnicholson@smith-county.com

RE: **Boulevard Entrance Variance**
Oak View Park
2025.066

Mr. Doug Nicholson

Please accept this letter as our request for a variance to allow a boulevard entrance to the Oak View Park subdivision. The subdivision will be gated and will have private streets.

Benchmark appreciates this opportunity to be of service and welcomes any questions or comments.

Respectfully submitted,
BENCHMARK DESIGN GROUP, LLC

Greg Mitchell

Greg Mitchell, PE

"Achieving Goals by Design"

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/28/26	Submitted by: E. Corona
Meeting Date: 2/3/26 <small>Passed and moved to 2/10/26 agenda - J bell</small>	Department: HR
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: ACO Salary Lag for part time Animal Shelter	
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 for a budget transfer from the Animal Control Officer salary lag to the Animal Shelter part time fund.	
Background: See attachments.	
Financial and Operational Impact: Part time: \$15/hr Animal Control Officer salary lag transfer request for \$14,500.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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SUBMIT

Office Use Only
Agenda Item # _____

Kennel Tech Productivity Model

This proposal requests approval for an additional kennel technician position to ensure daily animal care needs are consistently met. Our shelter workload is predictable and can be modeled using a simple productivity standard: caring for one dog requires an average of 0.92 staff hours per day, and each employee provides 8 hours of available work time per day. Using those inputs, we can calculate staffing requirements based on the daily dog population and compare that need to current staffing levels. The attached chart translates this workload into the number of staff required to maintain safe, humane, and consistent care standards. This position is being requested to close the gap between required labor hours and available staffing, reduce delays in care and cleaning, and support animal health, adoption readiness, and facility sanitation.

We calculated staffing needs using two known inputs: average care time per dog (0.92 hours per day) and available work time per employee (8 hours per day). For each dog count (10, 20, 30, 40, 50), we first calculated total daily labor hours by multiplying:

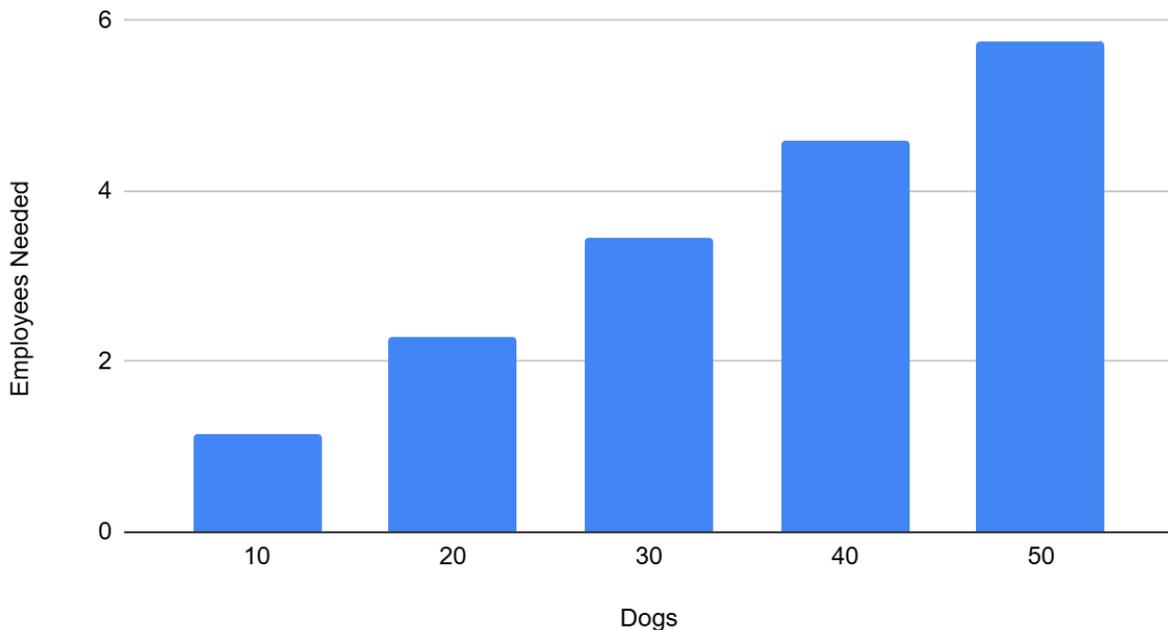
$$\text{Total labor hours} = \text{Number of dogs} \times 0.92$$

Then we converted that workload into staffing by dividing by the hours one employee can work in a day:

$$\text{Employees needed} = \text{Total labor hours} \div 8$$

The chart plots those calculated employee requirements for each dog population level.

Employees Needed vs. Dogs



We are not requesting additional funding through this proposal. Instead, we are requesting approval to use existing salary lag to create a part-time kennel technician position. This would allow us to consistently schedule three kennel technicians each day, improving daily coverage for feeding, cleaning, and animal care tasks without increasing the department's current budget allocation.

Below is a sample schedule:

Day	FT Tech A (7-4)	FT Tech B (7-4)	FT Tech C (7-4)	PT Tech D (7-12)	3 Techs On-Duty Together?
Mon	7-4	7-4	7-4	OFF	Yes (7-4)
Tue	OFF	7-4	7-4	7-12	Yes (7-12)
Wed	OFF	7-4	7-4	7-12	Yes (7-12)
Thu	7-4	OFF	7-4	7-12	Yes (7-12)
Fri	7-4	OFF	7-4	7-12	Yes (7-12)
Sat	7-4	7-4	OFF	7-12	Yes (7-12)
Sun	7-4	7-4	OFF	OFF	No (2 techs)

This schedule improves daily staffing and provides three kennel technicians together for at least five hours on most days, but it does not fully meet our coverage needs every day of the week on its own. To close that remaining gap, we will continue to utilize Jail Trustee assistance three days per week, which will provide the additional fill-in support needed to maintain consistent daily operations and keep required care tasks on schedule. For example: each dog needs to be bathed each week. The bathing can be done on the six days per week there are three kennel technicians and no bathing would need to be done on the Sunday.

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/28/26	Submitted by: E. Corona
Meeting Date: 2/3/26 <small>Passed and moved to 2/10/26 agenda - J bell</small>	Department: HR
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: ACO reclassify to Animal Control Dispatcher	
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 reclassify existing Animal Control Officer Position to Animal Control Dispatcher in the FY26 Salary Plan.	
Background: See attachments.	
Financial and Operational Impact: Current ACO I: \$40,857, \$41,917, \$43,580 Request Recommendation for Animal Control Dispatcher: \$37,440, \$38,500, \$39,700	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Agenda Item # _____

Request to Repurpose Vacant ACO Position

This proposal requests approval to repurpose one currently vacant Animal Control Officer (ACO) position into an Animal Control Dispatcher position and to preserve a portion of the existing salary allocation to support a future Animal Control Investigator advancement opportunity for a current ACO based on demonstrated performance.

This request does not increase funding. It uses existing budgeted funds already allocated to the vacant ACO position in a more productive structure.

For example, if the vacant ACO position is currently budgeted at \$20.00/hour, the recommendation would be:

- Fund the Animal Control Dispatcher position at \$18.00/hour, and
- Maintain the remaining \$2.00/hour within the same salary allocation to support a future advancement of a current ACO to an Animal Control Investigator role once earned through performance and readiness.

The investigator advancement would not be immediate. The intent is to keep the funds encumbered and available so that when an existing officer demonstrates the required skill, initiative, and consistent performance in the field, the County can implement the advancement without requesting additional funding at that time.

Creating a dispatcher role will increase overall productivity by reducing the number of calls that require an officer to leave the field and drive to a location solely to provide general information or routine guidance. Many of these calls can be resolved effectively by phone through triage, education, referral, and documentation.

By handling appropriate calls over the phone, the dispatcher position will:

- Reduce unnecessary response time and mileage,
- Improve response prioritization and call documentation,
- Provide faster answers to the public, and
- Free remaining officers to focus on high-priority enforcement, public safety, and community service tasks that require in-person response.

This change strengthens daily operations by keeping field resources dedicated to work that only field staff can do, while still ensuring the public receives timely and accurate service.

- Convert the vacant ACO slot into an Animal Control Dispatcher position at a reduced hourly rate (example: \$18/hour).
- Establish an Animal Control Investigator advancement track for a current ACO.
- The advancement is earned and implemented at a later date based on performance, with the set-aside funds remaining within the existing salary allocation.

I would ask that the court approve repurposing the currently vacant Animal Control Officer position into an Animal Control Dispatcher position and approve maintaining the remaining salary allocation within the same budget line to support a future earned advancement of an existing ACO to an Animal Control Investigator position, without any increase to the department's current budget.

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 01/14/2026	Submitted by: J.Latch
Meeting Date: 01/27/2026 <small>Passed and moved to 2/10/26 agenda - J bell</small>	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Permission to issue RFP for Independent Auditing Services	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the Purchasing Director to advertise, solicit, and receive sealed bids for RFP # 17-26 Independent Auditing Services-Road Bond Expenditures and Compliance.	
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 checked="" type="checkbox"/> No <input type="checkbox"/>	
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SUBMIT

Office Use Only
Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/2/2026	Submitted by: Jennafer Bell
Meeting Date: 2/10/2026	Department: Comm Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Department Reports	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive monthly reports from Smith County departments.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Office Use Only
Agenda Item # _____

FACILITY SERVICES

MONTHLY REPORT
JANUARY 2026

EDWARD NICHOLS, DIRECTOR



COMPLETED PM'S / WORK ORDERS

- Combined total: 1,525
- Completed PM's: 1237
- Completed Non-PM work orders: 288
- Average hours per work order: 0.69
- Average cost per work order: \$19.04
- Combined total work orders completed for FY26: 6,264

COMPLETED TASKS

- **Shoveled snow, busted ice and deployed ice melt at multiple facilities.**
- **Relocated Facility Services into our new facility located at 302 E. Line St.**
- **Checked all facilities in preparation for freezing weather.**
 - Ensured that plumbing pipes were properly insulated.
 - Ensured that heat trace was operating as needed.
 - Stocked ice melt at locations needed.
 - Barricaded off the 5th floor of the Parking Garage.
 - Ensured that diesel fueled generators were treated with anti-gel treatment.
 - Ensured that all generators were properly fueled.
- **EOC-** troubleshot and repaired issues with the fuel station.
- **Annex-**
 - Worked with plumbing contractors to troubleshoot and resolve issues with the plumbing drains causing the 1st floor restrooms to back up.
- **Filled an open Custodian position.**
- **Central Jail –**
 - Completed replacement of the kitchen boiler.
 - Welded and completed repairs to the kitchen sink.

CURRENT & SCHEDULED TASKS

- **Open Positions-**
 - Fill open Skilled Trade Specialist (HVAC Tech) position.
 - Fill Qty.3 new Custodian positions beginning in July 2026.
- **Employee Training-**
 - Basic custodian certification.
 - Test and materials provided to Zoila Sanchez and Maricela Diaz on 10/22/25.
 - Class 7 Rough terrain forklift training.
 - Will be looking into proving training/certifications to all maintenance, construction and grounds staff.
- **Courthouse Construction-** Hoar & SCI Construction
 - The new Courthouse site demolition began on August 5th. Expected completion and move in is December 2026.
 - Demolition of existing Courthouse is expected to begin in March 2027.

- **Annex-**
 - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2nd floor I.T. server room project.
 - Awaiting award of Architectural RFP. (Approximately March)
 - Begin planning for exterior waterproofing of the entire building. (CIP project)
 - Currently working with Walker Consultants for assessment, design, spec, contract admin.
 - Plan to present to the CC on or about 02/17/2026.
 - Will need to put out for RFP to contractors.
 - Replace sump pumps 1&2.
 - P.O. issued to contractor.
 - Began on 02/02/26.
- **Facility Services –**
 - Replace the engine on one of the Scag zero turn mowers.
 - Mower has been dropped off at the shop and awaiting completion.
 - FY26 CIP plans to potentially remodel for use by others after we relocate to our new facility.
 - Possibly Animal Control.
- **North Jail-**
 - Upgrade of the jail generator. – **ARPA**
 - Fitzpatrick Architects to provide design, specifications and contract administration.
 - PO issued to Drewery Construction \$427,036 on 12/19/24.
 - It is expected to begin in December 2025 and be completed February 2026.
 - Look into possibly installing a ductless mini-split system in the North Jail's central picket.
 - FY26 CIP roof replacement project.
 - Awaiting award of Architectural RFP. (Approximately March)
- **Facility Services Center (302 E. Line) - ARPA**
 - I.T. completing their final tasks.
 - Construction completed and certificate of occupancy has been received.
 - CC on 02/03/2026 for last additional ARPA funds required to wrap up.
- **Central Jail –**
 - FY25 CIP project to replace the roof of the old jail sections. – Estimated \$1M
 - Fitzpatrick to design/spec/administrate.
 - In progress as of 12/01/25.
 - Repair the damaged entrance gate that was backed into by a vehicle.
 - Replace Qty.4 HVAC pumps.
 - PO's issued for each and provided to the contractor.
 - FY26 CIP lighting controls upgrade.
 - Awaiting award of Architectural RFP. (Approximately March)
- **Pct.2 Noonday –**
 - FY26 CIP parking lot expansion behind Constable and lawn drainage remediation.
 - Awaiting award of Architectural RFP. (Approximately March)
- **Parking lot improvement- FY26 CIP**
 - Animal Shelter – seal
 - Pct.5 Lindale – seal/stripe
 - Pct.1 Constable – seal/stripe
 - Pct.4 Winona – seal/stripe
- **Combined storage facility construction – FY26 CIP**

MONTHLY REPORT FOR JANUARY 2026

Judicial Compliance

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

ALL DISTRICT	33
ALL COUNTY COURTS	137
ALL JP COURTS	140
<i>TOTAL</i>	<i>310</i>

DOLLAR AMOUNT ASSESSED:

ALL DISTRICT	\$20,397.81
ALL COUNTY COURTS	\$97,642.33
ALL JP COURTS	\$49,716.23
<i>TOTAL</i>	<i>\$167,756.37</i>

DOLLAR AMOUNT COLLECTED:

ALL DISTRICT	\$18,393.61
ALL COUNTY COURTS	\$61,439.30
ALL JP COURTS	\$24,082.50
<i>TOTAL</i>	<i>\$103,915.41</i>



County Of Smith

"Striving For Excellence"

Phone: (903) 590-2620

Fax: (903) 590-2626

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

MONTHLY REPORT

January 2026

DATE: February 3, 2026

Inmates interviewed	169
PBO bonds submitted	24
PBO bonds approved	15
PBO bonds in review	0
Inmates released/PBO bonds	11
Defendants failed to show for court	0

Bonds Processed:

Misdemeanors	316
Felony	167
Class – C	26
Out of county	38
Bond Fees collected	\$ 2,800.00
Total bonds processed	546

The Smith County Bail Bond Board meeting was on January 21, 2025, all bonding companies were in compliance.

BONDS DISPOSED by the COURT:

Janiya Taylor- Plead 1-09-26 received 18 months' probation and 25 hours of community service.

James Roberts - Plead 1-12-26 received 16 months' probation, 30 hours of community service and \$100 fine.

Nicanor Pesina - Plead 1-28-26 received 60 days Smith County Jail.

Cody Lozano – Plead 1-30-26 received two years' probation, 200 hours of community service and his misdemeanor case was dismissed by the DA.

FTA/ BOND VIOL/SOB/ARRESTED:

Miguel Guerrero-Montoya -12-05-25 bond violation warrant was issued, he was arrested 1-07-26.

Robert Warren -12-12-25 bond violation warrant was issued, he was arrested 1-8-26.

Frank Miller- bond forfeiture warrant was issued 12-11-25 and he was arrested 1-08-26.

Markeith Williams – bond violation warrant was issued 1-22-26.

Brylie Starr – probation violation warrant was issued 1-29-26, we have her on a misdemeanor bond.

Staff is currently monitoring 87 defendants on the Pre-Trial Release Program.

Respectfully,



Shane Scott
Director

Smith County Veterans Service Office

MONTHLY REPORT

January 2025

Office Visits:

Smith County Residents – 146

Out of County Residents – 56

Total - 207

Phone Calls –433

Initial Claims Filed- 36

Pension, DIC & Survivor's Claims Filed- 3

Appeals Filed- 22

Miscellaneous (Burial, DD-214 requests, etc.) - 149

Number of Clients Not Eligible to file claims-3

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/02/2026	Submitted by: KAREN NELSON
Meeting Date: 02/10/2026	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permit	
Agenda Category: <input 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 2299, Jackson Water Supply, install water line for service, Precinct 2	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
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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: Jackson Water Supply Corp. Date: 1/15/26
Company Name (if different): _____ Phone: 903-566-1320
Address: 17764 CR 26 Fax: 903-566-1377
Zip: 75707
24/7 Contact Name: _____ Phone: 903-752-0296
Contractor: James Colton Horton Phone: 903-714-0831
Bonding Company: Red Underground Utility Ser. Phone: 903-539-8401
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 12823 CR 2299 - Hip, TX 75750
Install 60' of 2" casing
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: Traffic cones; traffic signs;
7. Proposed start date: 1/23/26 Completion date: 2/13/26

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.

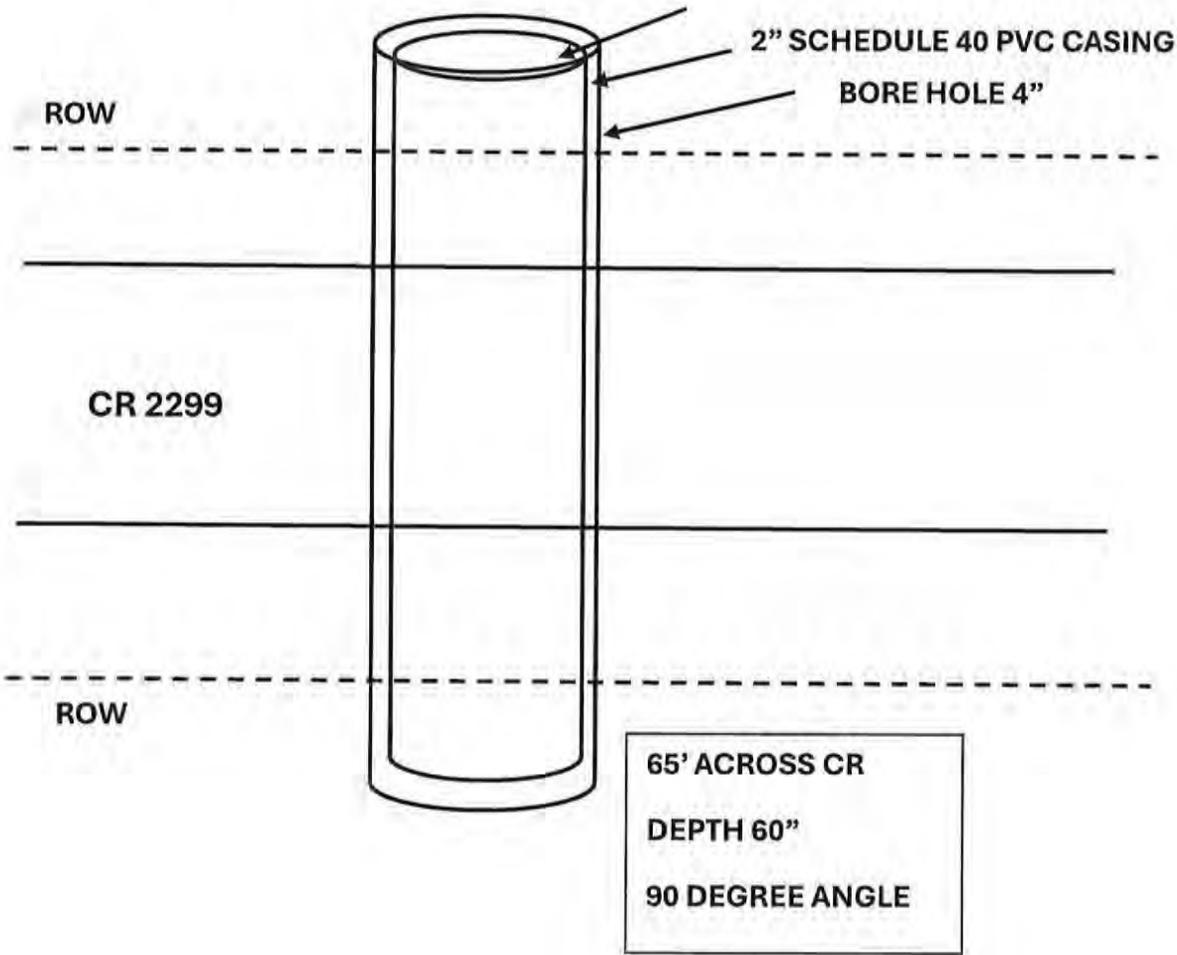
Applicants Signature: _____

Date: 1/15/26

Approved: _____

Smith County Road Administrator/Engineer

MINIMUM DEPTH- 36"
14 GA COPPER LOCATE WIRE INCLUDED
ADDRESS: 12823 CR 2299
ARP, TEXAS 75750



14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/02/2026	Submitted by: KAREN NELSON
Meeting Date: 02/10/2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PLAT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Oak View Park Unit No. 1 Subdivision, Precinct 4	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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 # _____

FINAL PLAT OAKVIEW PARK UNIT NO. 1

Being PART of that Called 45.729 Acre Tract
Described in Document No. 202601001494,
Official Records of Smith County, Texas
Pedro Del Rio League, Abstract No. 19
Smith County, Texas

LINE TABLE

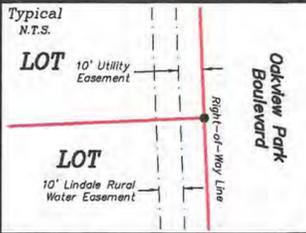
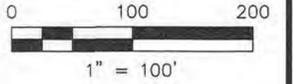
LINE	BEARING	DISTANCE
L1	N 02°26'03" W	15.54'
L2	N 13°44'38" W	49.62'
L3	S 08°52'33" W	45.58'
L4	S 02°26'03" E	17.68'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	DELTA ANGLE	CHORD LENGTH
C1	3200.82'	264.78'	N 83°02'19" E	4°44'23"	264.71'
C2	135.50'	26.75'	N 08°05'21" W	11°18'36"	26.70'
C3	182.00'	12.96'	N 11°42'13" W	4°04'50"	12.96'
C4	182.00'	22.96'	N 06°02'57" W	7°13'43"	22.95'
C5	182.00'	24.01'	S 01°20'45" W	7°33'35"	24.00'
C6	135.50'	26.75'	S 07°00'03" W	3°45'01"	26.70'
C7	135.50'	26.75'	S 03°13'15" E	11°18'36"	26.70'
C8	3200.82'	91.03'	N 86°13'23" E	1°37'46"	91.03'

Legend

- 1/2" Iron Rod Found Unless otherwise noted
- 1/2" Iron Rod Set/Found With Yellow Cap Stamped "Freeman Surveying"
- Mag Nail Found
- U.E. Utility Easement
- D.E. Drainage Easement
- I.P.F. Iron Pipe Found
- I.R.F. Iron Rod Found



OWNER'S STATEMENT:

I, Edward Snodgrass, managing member of CR 41 LLC, do hereby certify that CR 41 LLC is the current owner of the tract shown hereon and do accept this as its final plan for the subdividing into lots and blocks and do dedicate to the public forever All of the roads, streets, alleys and easements shown hereon (unless otherwise noted hereon).

CR 41 LLC

By: Edward Snodgrass
Edward Snodgrass - Managing Member

Having SUBSCRIBED AND SWORN BEFORE ME, a Notary Public, in and for Smith, County, Texas ON THIS THE 22nd DAY OF January, 2026.



SURVEYOR'S STATEMENT:

I, Brian C. Garner, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6581, do hereby state that this plat was prepared from an actual survey made on the ground under my supervision and direction during the month of December, 2025 and January, 2026.



Brian C. Garner
Brian C. Garner
Registered Professional Land Surveyor
State of Texas No. 6581

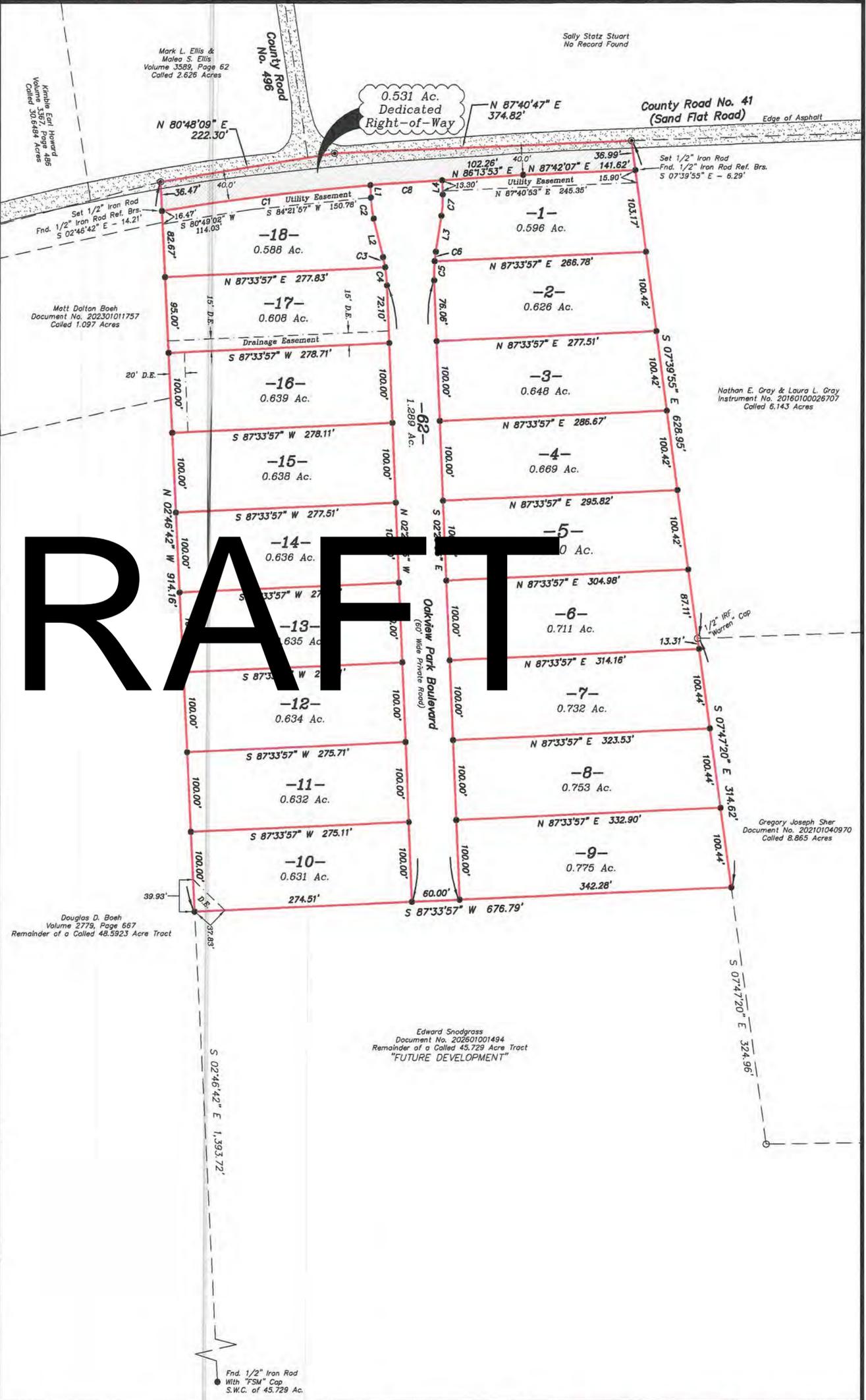
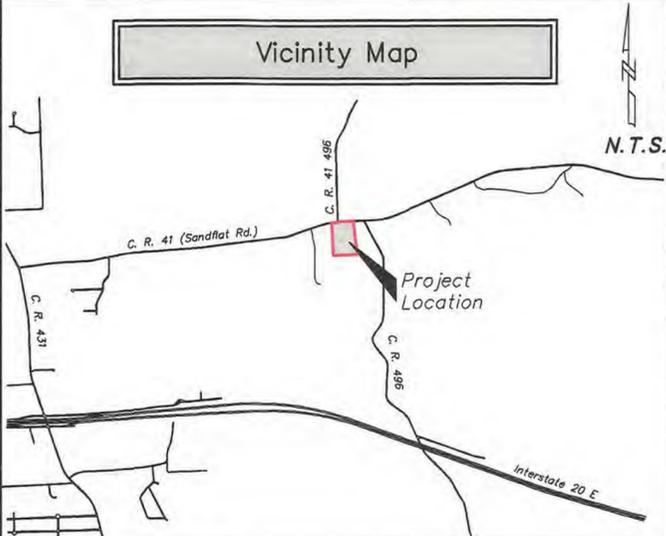
APPROVED BY THE COMMISSIONERS COURT, SMITH COUNTY, TEXAS,
THIS THE ___ DAY ___, 2026.

COUNTY JUDGE _____

GENERAL NOTES:

- NOTICE:** Selling a portion of this addition by metes and bounds is a violation of county & city regulations and state law and is subject to fines and withholding of utilities and building permits.
- FLOODPLAIN STATEMENT:** According to FIRM Map Panel No. 48423C0250C, dated September 26, 2008, the subdivision appears to lie within Zone "X" - Areas determined to be outside the 0.2% annual chance floodplain.
- BASIS OF BEARINGS:** This survey is rotated to the Texas State Plane Coordinate System NAD 83 (2011), Texas North Central Zone (4202), U.S. Survey Feet from the TopNET VRS Network System.
- UTILITY NOTE:** A 10 ft. Wide Utility Easement and a 10 ft wide Lindale Rural Water Easement will run along Oakview Park Boulevard. See "Typical" Inset for Reference.

Vicinity Map



DRAWN BY: BCG
APPROVED BY: SJF
DATE: January 22, 2026
566/1-3; 564/15
PROJ. NO. 25.1868 (Sub Unit 1)

Revisions:
1-20-2026 Changes Per Smith Co. Road and Bridge
1-22-2026 Issued Mylars for Signatures

Cabinet _____ Slide _____
Filing Date: _____

PHYSICAL: 10763 C.R. 127, Ste. D
FLINT, TEXAS 75762
MAILING: P.O. BOX 746
FLINT, TEXAS 75762
VOICE (903) 504-5314
CELL (903) 520-1890

FREEMAN
SURVEYING & MAPPING LLC
T.B.P.E.L.S. FIRM NO. 10194523
www.fsmsurvey.com office@fsmsurvey.com



Subdivision Name: Oak View Park - Unit 1

Adjacent Road: County Road 41

Developer: CR 41, LLC

Phone: 903-534-5353

email: els@benchmark-engineers.com

Fax:

Surveyor: Freeman Surveying

Phone: 903-504-5314

email: sjf2@fmsurvey.com
bgamer@fmsurvey.com

Fax:

Roadway Length: 937' ft. (centerline)

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

Notes: Increase lot(s) – RTS ENVIRON. letter “NOT” required
Decrease lot(s) – RTS ENVIRON. letter “IS” required



Subdivision Name: Oak View Park - Unit 1

Adjacent Road: County Road 41

Developer: CR 41, LLC

Phone: 903-534-5353

email: els@benchmark-engineers.com

Fax:

Surveyor: Freeman Surveying

Phone: 903-504-5314

email: sjf2@fsmssurvey.com
bgamer@fsmssurvey.com

Fax:

Roadway Length: 937' **ft. (centerline)**

Item	Date and Initial when received		
	Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	
	Preliminary Plat Approved	Not Required	
	Final Plat (mylar & 3 prints)		1-23-26 S.B. ✓
	Plat Fee	\$25	\$100
	Construction Bond (\$20 /ft.)	Not Required	Not Required
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required
	911 Clearance Letter		
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below	
	Tax Certificate		
	Plans and Specifications (2 copies)	Not Required	Not Required
	TCEQ Permit for Dam (if lake or pond present)		
	Flood Plain Development Permit & Fee (if required)	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required
	County Rd Number	Not Required	Not Required

Notes: Increase lot(s) – RTS ENVIRON. letter “NOT” required
Decrease lot(s) – RTS ENVIRON. letter “IS” required



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

PLAT, SUBDIVISION & STREET NAME REVIEW
01-21-2026
Reviewed By: Kim Wheeler, GIS Coordinator

Oakview Park Unit NO. 1- SC 911 Addressing, no conflicts.

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

January 21, 2026

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

RE: Oak View Park

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), Scott Morrison, agent for **CR 41, LLC**, has submitted an application to this office seeking approval of development planning materials for a new **61 lot subdivision** from a **128.54-acre tract** located at **10651 CR 41 Tyler, Texas 75706** in Smith County.

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

I have reviewed the information submitted by Scott Morrison, agent for **CR 41, LLC** and their consultant Mr. Scott Morrison an R.S. and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site wastewater disposal systems. Please call the above number if you have any questions.

This letter constitutes approval of the On-Site Sewage Facility design and site evaluation only, in accordance with 30 TAC Chapter 285. It does not constitute final subdivision plat approval or authorization for construction of other development features. The subdivision plans remain subject to review and approval by Smith County Road and Bridge Department.

Robert Stanley

Robert Stanley
Designated Representative for Smith County

TAX CERTIFICATE FOR ACCOUNT : 100000001901029001

AD NUMBER: R110341

DATE: 1/22/2026

GF NUMBER:

FEE: \$10.00

CERTIFICATE NO: 15105075

PROPERTY DESCRIPTION

COLLECTING AGENCY

ABST A0019 P DEL RIO TRACT 29.
1 & 40 PT (PT 129.54AC/ SEE TR
29) 2021AC ADJ

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

0010651C R 41
128.54 ACRES

REQUESTED BY

PROPERTY OWNER

WSLW INVESTMENTS LLC

WSLW INVESTMENTS LLC

2045 DRESSAGE LN
TYLER TX 75703

2045 DRESSAGE LN
TYLER TX 75703

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

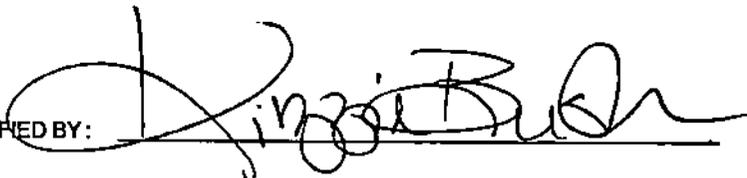
THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	10,772	IMPROVEMENT:	0
AG LAND VALUE:	1,457,028	DEF HOMESTEAD:	0
APPRAISED VALUE:	1,467,798	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	LINDALE I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH COUNTY EMERG SERV #1	0.00	0.00	0.00	0.00	0.00	0.00
2025	TYLER JR COLLEGE	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 1/2026 : \$ 0.00

ISSUED TO: WSLW INVESTMENTS LLC
ACCOUNT NUMBER: 100000001901029001

CERTIFIED BY: 

SMITH COUNTY



TEXAS STATUTORY PERFORMANCE BOND

Bond Number: 4410880

KNOW ALL MEN BY THESE PRESENTS:

That Precision Civil, LLC ("Principal"), and FCCI Insurance Company, a corporation organized and existing under the laws of the State of Florida, licensed to do business in the State of Texas and admitted to write bonds, as surety, ("Surety"), are held and firmly bound unto Smith County ("Obligee"), in the amount of Eighteen Thousand Five Hundred Twenty Dollars & zero cents Dollars (\$ 18,520.00) for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into a certain contract with the Obligee, dated the 8th day of January, 2026 for ("Contract").

Oak View Park Subdivision / Water line and roadway improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall faithfully perform the work required by said Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, Principal and Surety have signed and sealed this instrument this 13th day of January, 2026.

Principal: Precision Civil, LLC

By: SIGNATURE OF AUTHORIZED REPRESENTATIVE PRINT OR TYPE NAME TITLE

Surety Name: FCCI Insurance Company

By: SIGNATURE OF ATTORNEY-IN-FACT PRINT OR TYPE NAME TITLE

The Rider attached hereto is incorporated in this bond and contains important coverage information.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint
Bradley Box; Kristle Steuart

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$20,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 626338
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 626338
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of January, 2026

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

15

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

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

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SUBMIT

Office Use Only
Agenda Item # _____

**OFFICE OF
SMITH COUNTY TREASURER
200 EAST FERGUSON, SUITE 402
TYLER, TEXAS 75702
TELEPHONE 903-590-4731
FAX 903-590-4733**

February 2, 2026

Southside Bank
100 S. Beckham
Tyler, TX. 75701

Attention: Wire Department
Re: Insurance Wire

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith County Insurance Fund #1445553 to The Health Plan for Monthly Administrative Fees February 2026. The wire amount today is \$86,394.67.

The wire instructions are below:

United Bank
21 12th Street
Wheeling, WV 26003

Account Name: THP Insurance Company
fbo Smith County Health Plan

1110 Main Street
Wheeling, WV 26003

Thank you for your help in this matter.

Sincerely,



Atonia Rawlings, CCT-CIO
Smith County Treasurer



Karin Smith,
Smith County Auditor

COMPLETED





Group Summary - Total Page

GROUP NUMBER	SECOND NETWK		TPA AGGREGATE		CLINICAL		TRANS		GENE		SPECIFIC		TOTAL EX GROUP #
	NET ACC FEE	ACCESS FEE	ADMIN FEE	STOP LOSS PREMIUM	SERVICE FEE	IDR FEE	PLANT FEE	PLANT FEE	THERAPY FEE	S/L PREMIUM	TOTAL	GROUP #	
0180953701	CUR: \$5343.00	\$1644.00	\$3390.75	\$1220.67	\$1027.50		\$5272.17	\$1952.25	\$16451.73		\$36,302.07	\$35,078.27	
	ADJ: (\$78.00)	(\$24.00)	(\$49.50)	(\$17.82)	(\$15.00)		(\$114.54)	(\$28.50)	(\$351.44)		(\$1,223.80)		
0180953702	CUR: \$5083.00	\$1564.00	\$3225.75	\$1161.27	\$977.50		\$6487.75	\$1857.25	\$20010.62		\$40,367.14	\$38,622.78	
	ADJ: (\$143.00)	(\$44.00)	(\$90.75)	(\$32.67)	(\$27.50)		(\$191.03)	(\$52.25)	(\$588.16)		(\$1,744.36)		
0180953703	CUR: \$507.00	\$156.00	\$321.75	\$115.83	\$97.50		\$588.09	\$185.25	\$1821.15		\$3,792.57	\$3,792.57	
0180953704	CUR: \$1050.00										\$1,050.00	\$1,030.00	
	ADJ: (\$20.00)										(\$20.00)		
0180953711	CUR: \$637.00	\$196.00	\$404.25	\$145.53	\$122.50		\$598.87	\$232.75	\$1873.49		\$4,210.39	\$4,134.81	
	ADJ: (\$13.00)	(\$4.00)	(\$8.25)	(\$2.97)	(\$2.50)		(\$9.61)	(\$4.75)	(\$30.50)		(\$75.58)		
0180953721	CUR: \$416.00	\$128.00	\$264.00	\$95.04	\$80.00		\$463.94	\$152.00	\$1439.21		\$3,038.19	\$3,528.75	
	ADJ: \$65.00	\$20.00	\$41.25	\$14.85	\$12.50		\$76.49	\$23.75	\$236.72		\$490.56		
0180953731	CUR: \$26.00	\$8.00	\$16.50	\$5.94	\$5.00		\$33.44	\$9.50	\$103.11		\$207.49	\$207.49	
COMP. TOT:	\$11843.00	\$3644.00	\$8545.75	\$2705.67	\$2277.50	(\$1120.00)	\$13205.57	\$4327.25	\$40965.93		\$86394.67	\$86394.57	