

COMMISSIONERS COURT AGENDA
Tuesday, February 24, 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 24, 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 25, 2026, as "Judge Quincy Beavers Jr. Day" in Smith County.

PRESENTATION

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

COURT ORDERS

COMMISSIONERS COURT

3. Consider and take necessary action to approve a donation from the Twelfth Court of Appeals in the amount of \$45,160.00 for upgraded office carpeting.
4. Receive presentation from Hoar Construction and take necessary action and to approve a contract change order with Hoar Construction to reduce the Guaranteed Maximum Price (GMP) for the Courthouse Bond Project by \$79,748.00 and extend the completion date by 9 working days due to weather delays and authorize the county judge to sign all related documentation.

PRESENTATION

5. Receive annual Sequential Intercept Model (SIM) update from the Andrews Center.

COURT ORDERS

COMMISSIONERS COURT

6. Consider and take necessary action to approve the Animal Shelter Development and Infrastructure Upgrades project utilizing ARPA funds and authorize the county judge to sign all related documentation.
7. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive competitive sealed proposals for RFP #21-26 Smith County Animal Shelter Development and Infrastructure Upgrades.
8. Receive the 2025 Racial Profiling Report and Exemption in accordance with Texas Code of Criminal Procedure, Chapter 2B for the following Smith County Law Enforcement Agencies:
 - a. Smith County Constable Precinct 1,
 - b. Smith County Constable Precinct 2,
 - c. Smith County Constable Precinct 3,
 - d. Smith County Constable Precinct 4,
 - e. Smith County Constable Precinct 5,
 - f. Smith County Fire Marshal's Office,
 - g. Smith County Sheriff's Office, and

- h. Smith County Criminal District Attorney's Office.
- 9. Consider and take necessary action to approve a lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for four FCIC vehicles and authorize the county judge to sign all necessary documentation.

SHERIFF'S OFFICE

- 10. Consider and take necessary action to approve the submission of a grant application for the Texas Anti-Gang Center for the year 2027 and authorize the county judge to sign all related documentation.

114TH DISTRICT COURT

- 11. Consider and take necessary action to approve a Smith County Indigent Defense Agreement with John Dalton Griffin, in the amount of \$80,000.00, for the 8-month term of the contract and authorize the county judge to sign all related documentation.

PURCHASING

- 12. Consider and take necessary action to approve Purchasing Policy updates.

INFORMATION TECHNOLOGY

- 13. Consider and take necessary action to approve the 3rd Party Data Access Agreement between the Lindale Volunteer Fire Department and Smith County to provide Spillman Hosting Services and authorize the county judge to sign all related documentation.

ELECTION'S OFFICE

- 14. Consider and take necessary action to approve a Facility Use Agreement between Smith County and Tyler Junior College for the May 2, 2026, election, and authorize the county judge to sign all related documentation.
- 15. 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 Tyler, and
- b. Tyler Junior College.

ROAD AND BRIDGE

- 16. Consider and take necessary action to award annual contracts for the following bids and authorize the county judge to sign all related documentation:
 - a. RB-15-26 Annual Contract for Roadway Striping,
 - b. RB-16-26 Annual Contract for Drainage Culverts, and
 - c. RB-19-26 Annual Contract for Asphaltic Materials.

AUDITOR'S OFFICE

17. Consider and take necessary action to modify the FY26 County Pay Scale to include Animal Control Dispatcher and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK

18. Consider and take the necessary action to approve the Commissioners Court minutes for January 2026.
19. Receive Commissioners Court recordings for January 2026.

ROAD AND BRIDGE

20. Consider and take necessary action to authorize the county judge to sign the:
 - a. Re-Plat for Blue Ridge Estates Phase Two, Lot 52, Precinct 1,
 - b. Final Plat for the Hamilton Subdivision, No. 2, Precinct 2,
 - c. Final Plat for Burkett Estates, Precinct 1, and
 - d. Final Plat for the Cole, Prewitt and Rudisill Addition Phase 2, Precinct 1.
21. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 136, CenterPoint Energy, Precinct 1,
 - b. County Road 1298, Primoris, Precinct 1, and
 - c. County Road 1298, Primoris, Precinct 1.

AUDITOR'S OFFICE

22. 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: 2/18/2026

Time: 2:00 pm



Posted By: Jennafer Bell

NEAL FRANKLIN, COUNTY JUDGE

1

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/17/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution - Judge Quincy Beavers Jr. 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 25, 2026, as "Judge Quincy Beavers Jr. Day" in Smith County.	
Background: This request came from Judge Beavers' sister, Beverly Beavers Brooks.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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, Judge Quincy Beavers, Jr. served as the Justice of the Peace Precinct 1, from January 1, 1995, until his retirement on April 22, 2022. He was elected as the first Black Justice of the Peace in Smith County and as such, the first Black Judge. He dutifully served in that role for 27 years; and

WHEREAS, Judge Beavers' work experience spans more than 40 years. After graduating from Grambling State University, he served as Assistant Dean of Men at Jarvis Christian College and as a counselor for the State Health Department. He began his law enforcement with the Big Sandy Police Department, and served as Chief Warrant Officer and Deputy Sheriff, for a total of 40 years with Smith County; and

WHEREAS, Judge Beavers received numerous awards and honors over his career. He was a lifetime member of Kappa Alpha Psi Fraternity, a member of the Texas Justice of the Peace and Constable Association, was on the Board of Directors for Grambling State University Legends, and was a member of the Miles Chapel CME Church; and

WHEREAS, Judge Beavers' legacy will forever be an inspiration to the residents of Smith County because of his dedicated service. As an example of his commitment to the community, Judge Beavers implemented and sponsored the design of a historical marker honoring Dr Noble E. Young, the first Black pharmacist in Tyler, and the hundred plus Black-owned businesses that existed in North Tyler over the years. The marker was installed on June 28, 2025 in the former business area in North Tyler known as the "Cut."

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim February 25, 2026, as

“Judge Quincy Beavers Jr. Day”

in Smith County.

WITNESS OUR HANDS THIS 24th 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:	Submitted by: Esmeralda Corona
Meeting Date:	Department: Personnel
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Personnel Service Recognition	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Presentation of employee recognition, longevity certificates, and service pins.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

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

February 2026:

Stephanie Ball {R & B Department} 20 Yrs.

GiLyn Pace {Justice of the Peace, Pct. 4} 10 Yrs.

Jonathan M. Peters {Sheriff's Office} 10 Yrs.

Carol Grier {Tax Office } 10 Yrs.

Dramelia Ison {Sheriff's Office} 5 Yrs.

Julia Courtney {Sheriff's Office} 5 Yrs.

David Beauchamp {R & B Department} 5 Yrs.

Scott Severt {District Attorney's Office} 5 Yrs.

If you would like to be recognized in Commissioners Court, we will have our recognitions on February 24, 2026 at 9:30 am. Please contact your supervisor or the HR office to make arrangements.

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/11/2026	Submitted by: Jaye Latch
Meeting Date: 02/24/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Donation from 12th Court of Appeals	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a donation from the Twelfth Court of Appeals in the amount of \$45,160.00 for upgraded office carpeting.	
Background: The Twelfth Court of Appeals requested upgraded carpeting in the office areas of the 7th floor of the new courthouse.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/17/2026	Submitted by: J.Latch
Meeting Date: 02/24/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Change Order for Courthouse	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a contract change order with Hoar Construction to reduce the Guaranteed Maximum Price (GMP) for the Courthouse Bond Project by \$79,748.00 and extend the completion date by 9 working days due to weather delays and authorize the County Judge to sign all related documentation.	
Background: This is a change order refunding \$124,908.00 to Smith County in order for Smith County to purchase Network Switches. It was originally planned that Hoar Construction would purchase the switches and has since been decided it is best for Smith County to purchase the switches. The 12th Court of Appeals would like to upgrade the carpeting in their office suite. They are donating the money to cover the upgrade to Smith County and Hoar Construction will make the purchase. Hoar Construction had an additional 9 weather days that have delayed construction and moved the Phase III completion date to August 27, 2027.	
Financial and Operational Impact: A contract reduction of \$79,748	
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: twilson@smith-county.com	Email:
Name: jlatch@smith-county.com	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 # _____



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Smith County New Courthouse & Demo

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07-05-2023

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 01-15-2026

OWNER: *(Name and address)*
Smith County
210 E Ferguson Street
Tyler, TX 75702

ARCHITECT: *(Name and address)*
Fitzpatrick Architects
110 N College Ave, Suite 100
Tyler, TX 75702

CONTRACTOR: *(Name and address)*
Hoar Construction
3721 S Stonebridge Dr, Suite 602
McKinney, TX 75070

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Reallocation of funds from construction cost to Owners soft cost. See attached page for follow up information

The original Contract Sum was	\$	146,701,237.00
The net change by previously authorized Change Orders	\$	4,944,419.00
The Contract Sum prior to this Change Order was	\$	151,645,656.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	79,748.00
The new Contract Sum including this Change Order will be	\$	151,565,908.00

The Contract Time will be increased by Eighteen (18) days.
The new date of Substantial Completion will be August 26, 2027

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



 ARCHITECT *(Signature)*
 Brandy Hecker

(Printed name, title, and license number if required)
 2/12/26

 Date



 CONTRACTOR *(Signature)*
 Stephen Flournoy

(Printed name and title)
 2/16/26

 Date

 OWNER *(Signature)*

(Printed name and title)

 Date



110 N. COLLEGE AVE., SUITE 100
TYLER, TX 75702
903.592.0728

CHANGE ORDER #2

Date: 02/11/26
Project: SMITH COUNTY COURTHOUSE PHASE 2&3
Tyler, Texas
Project No.: 23.001

Description of Change Order:

Consists of EWOs 33, 35 & 39 that are attached on following sheets. Total Cost of Change Order #2 will be a **CREDIT of \$79,748**. See chart below for breakdown of cost. This credit will be applied to IT soft cost allowance to purchase Network IT switches due to warranty agreements.

EWO 35 – Reconciles weather days and adjusts the completion date of the project as stated on Change Order.

EWO	PRICE
EWO #33 Removing Network switches from construction budget to owner soft cost	(\$124,908.00)
EWO #39 Updating Carpet type on 7 th floor 12 th Court of Appeals.	\$45,160.00
Total Change Order Amount	(\$79,748)



Hoar

Hoar Construction
 3721 South Stonebridge Drive
 Suite 602
 McKinney, Texas 75070
 P: (713) 244-2249

Project: 04811. Smith County Courthouse Phase 2&3 COW
 109 N Spring Ave
 Tyler, Texas 75702

Extra Work Order #2300--35 - Q4 2025 Weather Delay Claim

Status Open **Assignees** Daniel Romo

Created Date Jan 2, 2026 **Issued Date** Jan 2, 2026

Location Smith County Courthouse

Schedule Impact 9.0 days

Cost Impact \$72,650.00 **Cost Code**

Received From **Trades**

Distribution Fletcher Rives (Hoar Construction, LLC), Daniel Romo , Bradley Barr (Hoar Construction, LLC), Stephen Flournoy (Hoar Construction, LLC)

Description **COST**
 The **APPROXIMATE** net ADD is **\$72,650** (Seventy Two Thousand Six Hundred Fifty Dollars and no cents). This is cost associated with the daily general conditions for this time period of (9) days which would be funded from Owner's Contingency.

TIME

ADD Nine (9) working days. Phase II completion date is now December 27th, 2026, and Phase III completion date is now August 27th, 2027.

Date of Delay	Weather Event Category	Date of Delay	Weather Event Category
10/25/2025	Rain Event	12/1/2025	Temperature Event
10/28/2025	Wind Event	12/2/2025	Temperature Event
10/29/2025	Wind Event	12/18/2025	Rain Event
11/10/2025	Temperature Event	12/29/2025	Temperature Event
11/20/2025	Wind Event		

Sent from Procore

Attachments



[SCCH Phase 2 & 3 Weather Log \(1.2.2026\).pdf](#)

Signature Fletcher Rives

EWO Terms

The cost for this work is to be determined in the manner described, substantiated by an itemized computer listing of charges and billed to you at cost plus overhead and fee percentages stated above. Hoar reserves the right to ask for an extension of time based on the above extra. In absence of any contractual provisions, all requests for time extensions will be based within the boundaries of AIA 201.

Activity (0)

Feel free to contact me with any questions.

Regards,

A handwritten signature in black ink that reads "Fletcher Rives". The signature is written in a cursive, flowing style.

Project Manager
Fletcher Rives

Smith County Courthouse - Phase 2 & 3

Project Weather Log

Date of Print = 1/2/2026

Weather Days to Date = 131 Days
Claimable Weather Days to Date = 84 Days

Rain Affecting Activities	Temperature Affecting Activities	Wind Affecting Activities
Total Rain Days = 118	Total Temperature Days = 9	Total Wind Days = 4
Claimable Days = 71	Claimable Days = 9	Claimable Days = 4

Color Legend (Dates)

Indicates the 2 days of lost time due to adverse weather conditions that have been assumed per month.	Indicates non-claimable weather day(s) and days with rain but did not delay work.	Indicates claimable drying day(s).
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<p>Jul-24</p> <p style="color: blue;">7/8/2024</p> <p style="color: blue;">7/9/2024</p> <p style="color: red;">7/12/2024</p> <p style="color: red;">7/13/2024</p> <p style="color: red;">7/17/2024</p> <p style="color: red;">7/18/2024</p> <p style="color: red;">7/22/2024</p> <p style="color: red;">7/23/2024</p> <p style="color: red;">7/24/2024</p> <p style="color: red;">7/25/2024</p> <p style="color: red;">7/26/2024</p> <p style="color: red;">7/27/2024</p> <p>Sep-24</p> <p style="color: blue;">9/11/2024</p> <p style="color: blue;">9/12/2024</p> <p style="color: red;">9/13/2024</p> <p style="color: red;">9/25/2024</p> <p>Oct-24</p> <p style="color: blue;">10/31/2024</p> <p>Nov-24</p> <p style="color: blue;">11/1/2024</p> <p style="color: blue;">11/4/2024</p> <p style="color: blue;">11/5/2024</p> <p style="color: blue;">11/6/2024</p> <p style="color: blue;">11/7/2024</p> <p style="color: blue;">11/8/2024</p> <p style="color: blue;">11/9/2024</p> <p style="color: blue;">11/18/2024</p> <p style="color: blue;">11/19/2024</p> <p>Dec-24</p> <p style="color: blue;">12/4/2024</p> <p style="color: blue;">12/5/2024</p> <p style="color: blue;">12/7/2024</p> <p style="color: blue;">12/8/2024</p> <p style="color: blue;">12/9/2024</p> <p style="color: blue;">12/13/2024</p> <p style="color: blue;">12/14/2024</p> <p style="color: blue;">12/15/2024</p> <p style="color: blue;">12/18/2024</p> <p style="color: red;">12/24/2024</p> <p style="color: red;">12/25/2024</p> <p style="color: blue;">12/26/2024</p> <p style="color: blue;">12/27/2024</p> <p style="color: orange;">12/28/2024</p> <p style="color: orange;">12/29/2024</p> <p style="color: orange;">12/30/2024</p> <p>Jan-25</p> <p style="color: blue;">1/5/2025</p> <p style="color: blue;">1/6/2025</p> <p style="color: blue;">1/10/2025</p> <p style="color: blue;">1/26/2025</p> <p style="color: blue;">1/27/2025</p> <p style="color: blue;">1/29/2025</p> <p style="color: blue;">1/30/2025</p>	<p>Jan-25</p> <p style="color: blue;">1/9/2025</p> <p style="color: blue;">1/20/2025</p> <p style="color: blue;">1/21/2025</p> <p>Feb-25</p> <p style="color: blue;">2/19/2025</p> <p style="color: blue;">2/20/2025</p> <p>Nov-25</p> <p style="color: blue;">11/10/2025</p> <p>Dec-25</p> <p style="color: blue;">12/1/2025</p> <p style="color: blue;">12/2/2025</p> <p style="color: blue;">12/29/2025</p>	<p>Mar-25</p> <p style="color: blue;">3/4/2025</p> <p>Oct-25</p> <p style="color: blue;">10/28/2025</p> <p style="color: blue;">10/29/2025</p> <p>Nov-25</p> <p style="color: blue;">11/20/2025</p>
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Feb-25	2/11/2025		
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Nov-25	11/21/2025		
	11/24/2025		

Dec-25

[12/1/2025](#)

[12/4/2025](#)

[12/18/2025](#)



Hoar

Hoar Construction
 3721 South Stonebridge Drive
 Suite 602
 McKinney, Texas 75070
 P: (713) 244-2249

Project: 04811. Smith County Courthouse Phase
2&3 COW
 109 N Spring Ave
 Tyler, Texas 75702

Extra Work Order #2300--33 - Bulletin #018 (Deductive)

Status Open **Assignees** Daniel Romo

Created Date Jan 2, 2026 **Issued Date** Jan 9, 2026

Location Smith County Courthouse

Schedule Impact No

Cost Impact (\$124,908.00) **Cost Code**

Received From **Trades**

Distribution Fletcher Rives (Hoar Construction, LLC), Stephen Flournoy (Hoar Construction, LLC), Bradley Barr (Hoar Construction, LLC), Daniel Romo

Description **SCOPE:** Incorporate deductive costs associated with Bulletin #18 dated 11/17/25 issued by Fitzpatrick Architects.
COST: The net **DEDUCT** will be (-\$124,908.00) (One hundred twenty four thousand nine hundred eight dollars and no cents). This amount will be credited to **Owner's Contingency**.
TIME: No additional time is requested.

Trade Partner	Description of Work	Amount
IES Communication's	Deduct all division 27 network switches from scope of work.	(\$124,908.00)
TOTAL FOR THIS PROPOSED CHANGE:		(\$124,908.00)

Sent from Procore

Attachments



[C.E. #186 - Bulletin #018, Deductive \(Back-up Included\).pdf](#)

Signature Fletcher Rives

EWO Terms The cost for this work is to be determined in the manner described, substantiated by an itemized computer listing of charges and billed to you at cost plus overhead and fee percentages stated above. Hoar reserves the right to ask for an extension of time based on the above extra. In absence of any contractual provisions, all requests for time extensions will be based within the boundaries of AIA 201.

Activity (0) Feel free to contact me with any questions.

Regards,



Hoar

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 3721 South Stonebridge Drive
 Suite 602
 McKinney, Texas 75070
 P: (713) 244-2249

Project: 04811. - Smith County Courthouse Phase 2&3 COW
 109 N Spring Ave
 Tyler, Texas 75702

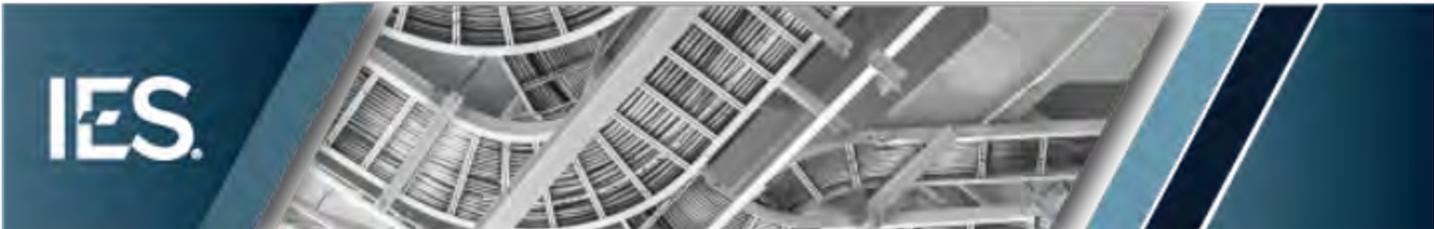
CHANGE EVENT #186 - Bulletin #018 (Deductive)

Origin:

Date Created: 1/2/2026 **Created By:** Fletcher Rives
Status: Open **Scope:** TBD
Type: Lump Sum **Change Reason:** Client Request
Description: Incorporate deductive costs associated with Bulletin #18 dated 11/17/25 issued by Fitzpatrick Architects.
Attachments: [IES Backup.pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	UOM	Revenue					Cost					Over/Under	Budget Mod.		
			QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ			Commit.	Latest Cost
16-20.000..S DATA/TELECOM SYSTEM (IES).SUBCONTRACT	IES COMMUNICATIONS, LLC; IES COMMERCIAL, INC./dba 04811.024	Is	1.0	\$124,908.00	\$124,908.00			\$124,908.00	1.0	\$124,908.00	\$124,908.00			\$124,908.00		
Description: Deduct all division 27 network switches from IES scope of work.																
Grand Totals					\$124,908.00	\$0.00	\$124,908.00			\$124,908.00	\$0.00	\$0.00	\$124,908.00	\$0.00	\$0.00	



Change Order Detail

WebID: 285174 **Company:** Hoar Construction
Date: 11/4/2025 **Customer:** N/A
CONumber: 285174.016 **Phone:** 480-379-6200
Site Code: **Site Address:** 109 N Spring Avenue Tyler, TX

Scope of Work

Bulletin 18

Bulletin 18 revises the Structured Cabling scope by removing all Network Switches, inclusive of all related material and labor.

Pricing:

Labor: (\$1,542.33)
Material: (\$123,365.37)
Other: \$0.00
Services: \$0.00
CO Total: (\$124,907.70)
Tax: \$0.00
Total Sell: (\$124,907.70)

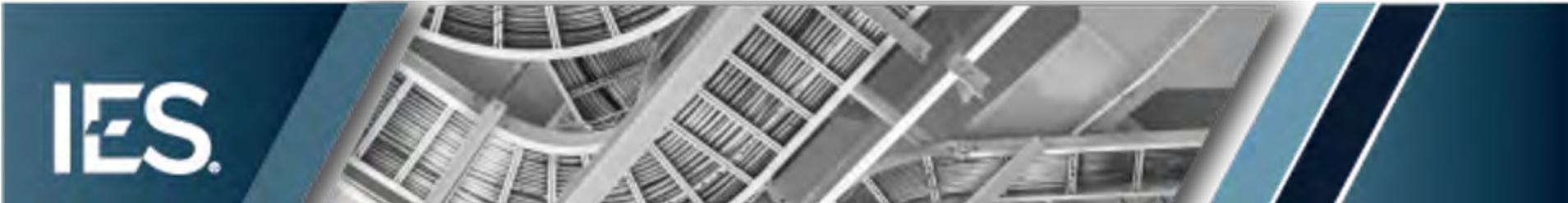
Customer Authorized Signature

Date

Customer Print Name



Part Description	Part N	MFG	QTY	Material	Labor	Other	Services	Tax	Total
Cisco - SFP (mini-GBIC) transceiver module - GigE - 1000Base-LX, 1000Base-LH - LC/PC single-mode	GLC-LH-SMD	Cisco Systems	-16	(\$7,156)	\$0	\$0	\$0	\$0	(\$7,156)
Base SLA- 8x5xNBD HW REPL, TAC- 1Y	S-CON-SNT-C93004PE	Cisco Systems	-1	(\$761)	\$0	\$0	\$0	\$0	(\$761)
Base SLA - 8x5xNBD, TAC 1y	S-CON-SNT-C930024E	Cisco Systems	-1	(\$861)	\$0	\$0	\$0	\$0	(\$861)
Cisco Catalyst 9300 - Network Essentials - switch - 24 ports	C9300-24P-E	Cisco Systems	-16	(\$60,208)	\$0	\$0	\$0	\$0	(\$60,208)
Install Cisco Catalyst 9300 - Network Essentials - switch - 24 ports	C9300-24P-E-IESINSTALL	Cisco Systems	-16	\$0	(\$2,180)	\$0	\$0	\$0	(\$2,180)
Catalyst 9300 - Network Essentials - switch - 24 ports - managed - rack-mountable	C9300-24S-E	Cisco Systems	-1	(\$9,829)	\$0	\$0	\$0	\$0	(\$9,829)
Install Catalyst 9300 - Network Essentials - switch - 24 ports - managed - rack-mountable	C9300-24S-E-IESINSTALL	Cisco Systems	-1	\$0	(\$136)	\$0	\$0	\$0	(\$136)
Misc Labor	IESMISCLABOR	IES Communications	-2	\$0	(\$131)	\$0	\$0	\$0	(\$131)
Project Manager	IESPM	IES Communications	-3	\$0	(\$299)	\$0	\$0	\$0	(\$299)
Consumables	IESCONSUMABLES	IES Communications	-1	(\$4,353)	\$0	\$0	\$0	\$0	(\$4,353)
Foreman	FOREMAN	IES Communications	-1	\$0	(\$87)	\$0	\$0	\$0	(\$87)
Project Manager Assistant	IESPMA	IES Communications	-1	\$0	(\$50)	\$0	\$0	\$0	(\$50)
Safety	IESSAFETY	IES Communications	0	\$0	(\$22)	\$0	\$0	\$0	(\$22)



Misc Material	IESMISC-MATERIAL	IES Communications	-1	(\$6,835)	\$0	\$0	\$0	\$0	(\$6,835)
Cisco Catalyst 9300 - Network Essentials - switch - 24 ports	C9300-24P-E	Cisco Systems	-7	(\$33,362)	\$0	\$0	\$0	\$0	(\$33,362)
PM	0	0	20	\$0	\$1,362	\$0	\$0	\$0	\$1,362
			-48	(\$123,365)	(\$1,542)	\$0	\$0	\$0	(\$124,908)



Hoar

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 McKinney, Texas 75070
 P: (713) 244-2249

Project: 04811. Smith County Courthouse Phase
2&3 COW
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 Tyler, Texas 75702

Extra Work Order #2300--39 - 12TH C.O.A. (CP01 TO CP02)

Status	Open	Assignees	Daniel Romo
Created Date	Jan 30, 2026	Issued Date	Jan 30, 2026
		Location	Smith County Courthouse
		Schedule Impact	No
Cost Impact	\$45,160.00	Cost Code	
Received From		Trades	
		Change Event	#201 Winn Tile - 12TH C.O.A. (CP01 TO CP02)
Distribution	Jonathan Scott (Hoar Construction, LLC), Daniel Romo , Fletcher Rives (Hoar Construction, LLC), Bradley Barr (Hoar Construction, LLC), Stephen Flournoy (Hoar Construction, LLC)		
Description	<p>SCOPE: Incorporate costs associated with changing CP01 to CP02 for the Twelfth Court of Appeals.</p> <p>COST: The net ADD will be (\$45,160.00) (Forty five thousand one hundred sixty dollars and no cents). This amount will be funded from Owner's Contingency.</p> <p>TIME: No additional time is requested.</p>		

Trade Partner	Description of Work	Amount
Winn Tile	Cost to install CP02 at 7th floor Twelfth Court of Appeals and to provide already procured CP01 as attic stock.	\$45,160.00
TOTAL FOR THIS PROPOSED CHANGE:		\$45,160.00

Sent from Procore

Attachments



[C.E. #201 - Winn Tile - 12th C.O.A. \(CP01 to CP02\) \(Back-up Included\).pdf](#)

Signature Fletcher Rives

EWO Terms

The cost for this work is to be determined in the manner described, substantiated by an itemized computer listing of charges and billed to you at cost plus overhead and fee percentages stated above. Hoar reserves the right to ask for an extension of time based on the above extra. In absence of any contractual provisions, all requests for time extensions will be based within the boundaries of AIA 201.

Activity (0)

Feel free to contact me with any questions.

Regards,

Hoar Construction

Project Manager
 Fletcher Rives



Hoar

Hoar Construction
 3721 South Stonebridge Drive
 Suite 602
 McKinney, Texas 75070
 P: (713) 244-2249

Project: 04811. - Smith County Courthouse Phase 2&3 COW
 109 N Spring Ave
 Tyler, Texas 75702

CHANGE EVENT #201 - Winn Tile - 12TH C.O.A. (CP01 TO CP02)

Origin: Correspondence #2300--39: 12TH C.O.A. (CP01 TO CP02)
Date Created: 1/30/2026 **Created By:** Fletcher Rives
Status: Open **Scope:** TBD
Type: Contingency **Change Reason:** Extra Work Order
Description: Incorporate costs for Winn Tile to install CP02 in lieu of CP01 at 7th floor (Twelfth Court of Appeals). Additionally, Winn Tile to provide already procured CP01 as attic stock.
Attachments: [Winn Tile - CO #10 \(CP01 to CP02 at 7th Floor\).pdf](#)

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	UOM	Revenue					Cost					Over/Under	Budget Mod.		
			QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ			Commit.	Latest Cost
09-61.000..S FLOORING-ALL TYPES (WINN TILE).SUBCONTRACT	WINN TILE COMPANY 04811.033	ls	1.0	\$45,160.00	\$45,160.00			\$45,160.00	1.0	\$45,160.00	\$45,160.00			\$45,160.00		
Grand Totals					\$45,160.00	\$0.00	\$45,160.00			\$45,160.00	\$0.00	\$0.00	\$45,160.00	\$0.00	\$0.00	

Description:
 Cost to install CP02 at 7th floor Twelfth Court of Appeals and to provide already procured CP01 as attic stock.

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/10/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: Andrews Center
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Andrews Center SIM Update	
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: Receive annual Sequential Intercept Model (SIM) update from the Andrews Center.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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 # _____

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/11/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Animal Shelter Development and Infrastructure Upgrades utilizing ARPA	
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 Animal Shelter Development and Infrastructure Upgrades project utilizing ARPA funds and authorize the county judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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 # _____

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/11/2026	Submitted by: Jaye Latch
Meeting Date: 02/24/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Permission to Issue RFP	
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 Department to advertise, solicit, and receive competitive sealed proposals for RFP 21-26 Smith County Animal Shelter Development and Infrastructure Upgrades	
Background:	
Financial and Operational Impact: ARPA Funding	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 1/20/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: 2025 Racial Profiling Reports	
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: Receive the 2025 Racial Profiling Report and Exemption in accordance with Texas Code of Criminal Procedure, Chapter 2B for the following Smith County Law Enforcement Agencies: a. Smith County Constable Precinct 2, b. Smith County Constable Precinct 3, c. Smith County Constable Precinct 4, d. Smith County Constable Precinct 5, e. Smith County Fire Marshal's Office, and f. Smith County Criminal District Attorney's Office.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	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 # _____

Racial Profiling Report | Exempt

Agency Name: SMITH CO. CONST. PCT. 1
Reporting Date: 01/05/2026
TCOLE Agency Number: 423101

Chief Administrator: RALPH E CARAWAY JR

Agency Contact Information:
Phone: (903) 590-2610
Email: rcaraway@smith-county.com

Mailing Address:
308 E. Ferguson, TYLER, TX, 75702

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: Ralph Caraway
Constable

Date: 01/05/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full

Agency Name: SMITH CO. CONST. PCT. 2
Reporting Date: 01/29/2026
TCOLE Agency Number: 423102

Chief Administrator: CLINTON W ALLEN

Agency Contact Information:
Phone: (903) 590-4840
Email: wallen@smith-county.com

Mailing Address:
15405 HWY 155 SOUTH, TYLER, TX, 757037724

This Agency filed a full report

SMITH CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SMITH CO. CONST. PCT. 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SMITH CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the SMITH CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SMITH CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the SMITH CO. CONST. PCT. 2 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SMITH CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Clinton Allen
Constable

Date: 01/29/2026

Total stops: 9

Street address or approximate location of the stop

City street	0
US highway	0
County road	1
State highway	8
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	9

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	0

Gender

Female	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Male	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	8
Hispanic / Latino	0

Reason for stop?

Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	6
Hispanic / Latino	0
Vehicle traffic violation	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	0
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black		Yes	No
White		Yes	No
Hispanic / Latino		Yes	No
No			
Alaska Native / American Indian			
Asian / Pacific Islander			
Black			
White			
Hispanic / Latino			

Description of contraband

Drugs

Alaska Native / American Indian

Asian / Pacific Islander

Black

White

Hispanic / Latino

Weapons

Alaska Native / American Indian

Asian / Pacific Islander

Black

White

Hispanic / Latino

Currency

Alaska Native / American Indian

Asian / Pacific Islander

Black

White

Hispanic / Latino

Alcohol

Alaska Native / American Indian

Asian / Pacific Islander

Black

White

Hispanic / Latino 0

Stolen property 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Other 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Result of the stop

Verbal warning 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	0
Citation	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	9
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- Use TCOLE's auto generated analysis
- Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full report

Agency Name: SMITH COUNTY CONSTABLE PCT-3
Reporting Date: 12/31/2025
TCOLE Agency Number:
Chief Administrator: Constable Jimmie Balckman
Agency Contact:
Phone: (903) 590-4745
Email:
Mailing Address: 313 E. Duval Street, Troup, TX 75789

This Agency filed a full report

SMITH COUNTY CONSTABLE PCT-3 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SMITH COUNTY CONSTABLE PCT-3 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SMITH COUNTY CONSTABLE PCT-3 if the individual believes that a peace officer employed by the SMITH COUNTY CONSTABLE PCT-3 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SMITH COUNTY CONSTABLE PCT-3 who, after an investigation, is shown to have engaged in racial profiling in violation of the SMITH COUNTY CONSTABLE PCT-3
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SMITH COUNTY CONSTABLE
PCT-3 has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Constable Jimmie Balckman

Date: 12/31/2025

Racial Profiling Report | Full Report
SMITH COUNTY CONSTABLE PCT-3
1/1/2025 - 12/31/2025

Total stops: 630 100.00%

Street address or approximate location of the stop

City street: 47 7.46%
 US highway: 2 0.32%
 State highway: 421 66.83%
 County road: 118 18.73%
 Private property or other: 42 6.67%

Was race or ethnicity known prior to stop?

Yes: 1 0.16%
 No: 629 99.84%

Race or ethnicity

Alaska Native/American Indian: 1 0.16%
 Asian/Pacific Islander: 16 2.54%
 Black: 64 10.16%
 White: 468 74.29%
 Hispanic/Latino: 81 12.86%

Gender

Female:

Total	<u>302</u>	<u>47.94%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>7</u>	<u>2.32%</u>	
Black	<u>34</u>	<u>11.26%</u>	White	<u>231</u>	<u>76.49%</u>	Hispanic/Latino
						<u>30</u>
						<u>9.93%</u>

Male:

Total	<u>328</u>	<u>52.06%</u>				
Alaska Native/American Indian	<u>1</u>	<u>0.30%</u>	Asian/Pacific Islander	<u>9</u>	<u>2.74%</u>	
Black	<u>30</u>	<u>9.15%</u>	White	<u>237</u>	<u>72.26%</u>	Hispanic/Latino
						<u>51</u>
						<u>15.55%</u>

Racial Profiling Report | Full Report

SMITH COUNTY CONSTABLE PCT-3

1/1/2025 - 12/31/2025

Reason for stop?

Violation of law:

Total	<u>4</u>	<u>0.63%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>1</u>	<u>25.00%</u>	White	<u>3</u>	<u>75.00%</u>	Hispanic/Latino <u>0</u> <u>0.00%</u>

Preexisting knowledge:

Total	<u>1</u>	<u>0.16%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino <u>1</u> <u>100.00%</u>

Moving traffic violation:

Total	<u>624</u>	<u>99.05%</u>				
Alaska Native/American Indian	<u>1</u>	<u>0.16%</u>	Asian/Pacific Islander	<u>16</u>	<u>2.56%</u>	
Black	<u>63</u>	<u>10.10%</u>	White	<u>464</u>	<u>74.36%</u>	Hispanic/Latino <u>80</u> <u>12.82%</u>

Vehicle traffic violation:

Total	<u>1</u>	<u>0.16%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>0</u>	<u>0.00%</u>	White	<u>1</u>	<u>100.00%</u>	Hispanic/Latino <u>0</u> <u>0.00%</u>

Was a search conducted?

Yes:

Total	<u>0</u>	<u>0.00%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino <u>0</u> <u>0.00%</u>

No:

Total	<u>630</u>	<u>100.00%</u>				
Alaska Native/American Indian	<u>1</u>	<u>0.16%</u>	Asian/Pacific Islander	<u>16</u>	<u>2.54%</u>	
Black	<u>64</u>	<u>10.16%</u>	White	<u>468</u>	<u>74.29%</u>	Hispanic/Latino <u>81</u> <u>12.86%</u>

Reason for Search?

Consent:

Total	<u>0</u>	<u>0.00%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino <u>0</u> <u>0.00%</u>

Contraband:

Total	<u>0</u>	<u>0.00%</u>				
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino <u>0</u> <u>0.00%</u>

Racial Profiling Report | Full Report
SMITH COUNTY CONSTABLE PCT-3
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Probable cause:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Inventory:

Total	<u>0</u>						
Alaska Native/American Indian	<u>0</u>		Asian/Pacific Islander	<u>0</u>			
Black	<u>0</u>		White	<u>0</u>		Hispanic/Latino	<u>0</u>

Incident to arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Was Contraband discovered?

Yes:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Black	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
White	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>
Hispanic/Latino	<u>0</u>	<u>0.00%</u>	Yes	<u>0</u>	<u>0.00%</u>	No	<u>0</u> <u>0.00%</u>

Did the finding result in arrest (total should equal previous column)?

No:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Description of contraband

Drugs:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Currency:

Total	<u>0</u>	<u>0.00%</u>
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SMITH COUNTY CONSTABLE PCT-3

1/1/2025 - 12/31/2025

	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Weapons:						
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Alcohol:						
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Stolen property:						
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>
Other:						
Total	<u>0</u>	<u>0.00%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>
	Hispanic/Latino				<u>0</u>	<u>0.00%</u>

Result of the stop

Verbal warning:						
Total	<u>24</u>	<u>3.81%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>
	Black	<u>2</u>	<u>8.33%</u>	White	<u>21</u>	<u>87.50%</u>
	Hispanic/Latino				<u>1</u>	<u>4.17%</u>
Written warning:						
Total	<u>497</u>	<u>78.89%</u>				
	Alaska Native/American Indian	<u>1</u>	<u>0.20%</u>	Asian/Pacific Islander	<u>13</u>	<u>2.62%</u>
	Black	<u>45</u>	<u>9.05%</u>	White	<u>378</u>	<u>76.06%</u>
	Hispanic/Latino				<u>60</u>	<u>12.07%</u>
Citation:						
Total	<u>109</u>	<u>17.30%</u>				
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>3</u>	<u>2.75%</u>
	Black	<u>17</u>	<u>15.60%</u>	White	<u>69</u>	<u>63.30%</u>
	Hispanic/Latino				<u>20</u>	<u>18.35%</u>

Racial Profiling Report | Full Report
SMITH COUNTY CONSTABLE PCT-3
1/1/2025 - 12/31/2025

Written warning and arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Citation and arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Arrest:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Arrest based on

Violation of Penal Code:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Violation of Traffic Law:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Violation of City Ordinance:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Outstanding Warrant:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>

Racial Profiling Report | Full Report
SMITH COUNTY CONSTABLE PCT-3
1/1/2025 - 12/31/2025

Was physical force resulting in bodily injury used during stop?

Yes:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u> <u>0.00%</u>
Injured Suspect	<u>0</u>	<u>0.00%</u>	Officer	<u>0</u>	<u>0.00%</u>	Both	<u>0</u> <u>0.00%</u>

No:

Total	<u>630</u>	<u>100.00%</u>					
Alaska Native/American Indian	<u>1</u>	<u>0.16%</u>	Asian/Pacific Islander	<u>16</u>	<u>2.54%</u>		
Black	<u>64</u>	<u>10.16%</u>	White	<u>468</u>	<u>74.29%</u>	Hispanic/Latino	<u>81</u> <u>12.86%</u>

Number of complaints of racial profiling?

Total	<u>0</u>	<u>0.00%</u>	
Resulted in disciplinary action	<u>0</u>	<u>0.00%</u>	
Did not result in disciplinary action	<u>0</u>	<u>0.00%</u>	

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full Report
SMITH COUNTY CONSTABLE PCT-3
1/1/2025 - 12/31/2025

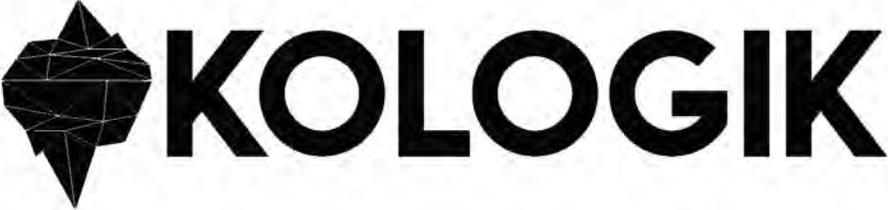
Comparative Analysis
Motor Vehicle Stops vs. Gender Ethnic Population of Service Area
SMITH COUNTY CONSTABLE PCT-3

Racial Profile Data <small>Provided by Kologik COPsync Mobile</small>	# of Stops	% of Stops	Agency Service Area Demographics <small>Provided by Agency Official (Not Kologik)</small>	Total Number	% of Population
Male	328	52.06%	Male		
Female	302	47.94%	Female		
Alaska Native/American Indian	1	0.16%	Alaska Native/American Indian		
Asian/Pacific Islander	16	2.54%	Asian/Pacific Islander		
Black	64	10.16%	Black		
White	468	74.29%	White		
Hispanic/Latino	81	12.86%	Hispanic/Latino		
			Other/Not Reported Above		

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.



Racial Profiling Report | Full Report
SMITH COUNTY CONSTABLE PCT-4
1/1/2025 - 12/31/2025

Comparative Analysis
Motor Vehicle Stops vs. Gender Ethnic Population of Service Area
SMITH COUNTY CONSTABLE PCT-4

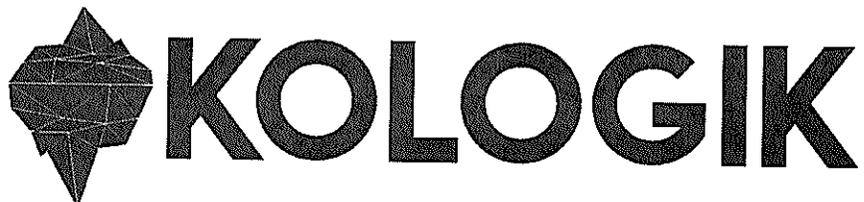
Racial Profile Data <small>Provided by Kologik COPsync Mobile</small>	# of Stops	% of Stops
Male	295	59.00%
Female	205	41.00%
Alaska Native/American Indian	0	0.00%
Asian/Pacific Islander	5	1.00%
Black	112	22.40%
White	291	58.20%
Hispanic/Latino	92	18.40%

Agency Service Area Demographics <small>Provided by Agency Official (Not Kologik)</small>	Total Number	% of Population
Male	113,400	48.6%
Female	120,079	51.4%
Alaska Native/American Indian	2,101	0.9%
Asian/Pacific Islander	4,432	1.9%
Black	41,350	17.7%
White	180,241	77.2%
Hispanic/Latino	50,430	21.6%
Other/Not Reported Above	4,904	2.1%

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS:
 U.S. Census Bureau - 2020 Decennial

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.



Racial Profiling Report | Full

Agency Name: SMITH CO. CONST. PCT. 4
Reporting Date: 01/05/2026
TCOLE Agency Number: 423104

Chief Administrator: JOSHUA J JOPLIN

Agency Contact Information:
Phone: (903) 590-4871
Email: jjoplin@smith-county.com

Mailing Address:
14152 HWY 155 N, WINONA, TX, 757920318

This Agency filed a full report

SMITH CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SMITH CO. CONST. PCT. 4 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SMITH CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the SMITH CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SMITH CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the SMITH CO. CONST. PCT. 4 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SMITH CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Josh Joplin
Constable

Date: 01/05/2026

Total stops: 500

Street address or approximate location of the stop

City street	98
US highway	38
County road	107
State highway	257
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	20
No	480

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	112
White	291
Hispanic / Latino	92

Gender

Female	205
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	49
White	117
Hispanic / Latino	39
Male	295
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	49
White	117
Hispanic / Latino	39

Reason for stop?

Violation of law	299
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	61
White	177

Hispanic / Latino	57
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	169
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	39
White	98
Hispanic / Latino	31
Vehicle traffic violation	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	12
White	16
Hispanic / Latino	4
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	500
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	112
White	291
Hispanic / Latino	92
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	262

Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	57
White	155
Hispanic / Latino	46
Written warning	91
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	15
White	61
Hispanic / Latino	14
Citation	147
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	40
White	75
Hispanic / Latino	32
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	500
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	112
White	291
Hispanic / Latino	92

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Full

Agency Name: SMITH CO. CONST. PCT. 5
Reporting Date: 01/30/2026
TCOLE Agency Number: 423105

Chief Administrator: TERRY W HICKS

Agency Contact Information:
Phone: (903) 590-4901
Email: whicks@smith-county.com

Mailing Address:
2616 South Main, LINDALE, TX, 75771

This Agency filed a full report

SMITH CO. CONST. PCT. 5 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SMITH CO. CONST. PCT. 5 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SMITH CO. CONST. PCT. 5 if the individual believes that a peace officer employed by the SMITH CO. CONST. PCT. 5 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SMITH CO. CONST. PCT. 5 who, after an investigation, is shown to have engaged in racial profiling in violation of the SMITH CO. CONST. PCT. 5 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SMITH CO. CONST. PCT. 5 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Wesley Hicks
Constable

Date: 01/30/2026

Total stops: 303

Street address or approximate location of the stop

City street	41
US highway	64
County road	122
State highway	73
Private property or other	3

Was race or ethnicity known prior to stop?

Yes	55
No	248

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	51
White	223
Hispanic / Latino	26

Gender

Female	123
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	99
Hispanic / Latino	8
Male	180
Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	35
White	124
Hispanic / Latino	18

Reason for stop?

Violation of law	34
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	20

Hispanic / Latino	4
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	194
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	30
White	154
Hispanic / Latino	8
Vehicle traffic violation	75
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	11
White	54
Hispanic / Latino	9
Was a search conducted?	
Yes	55
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	17
White	31
Hispanic / Latino	6
No	248
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	34
White	185
Hispanic / Latino	28
Reason for Search?	
Consent	29
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	5
White	20

Hispanic / Latino	3		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	25		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	12		
White	10		
Hispanic / Latino	3		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	26	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	11	Yes 1	No 10
White	12	Yes 3	No 9
Hispanic / Latino	3	Yes 1	No 2
No	29		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	5		
White	20		
Hispanic / Latino	3		

Description of contraband	
Drugs	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	11
Hispanic / Latino	3
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	12

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	7
Hispanic / Latino	2
Written warning	186
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	25
White	143
Hispanic / Latino	16
Citation	96
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	22
White	61
Hispanic / Latino	13
Written warning and arrest	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	2
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	4
Hispanic / Latino	2
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	303
Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	51
White	223
Hispanic / Latino	26

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

- Use TCOLE's auto generated analysis
- Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

SMITH CO. CONST. PCT. 5

01. Total Traffic Stops:	303	
02. Location of Stop:		
a. City Street	41	13.53%
b. US Highway	64	21.12%
c. County Road	122	40.26%
d. State Highway	73	24.09%
e. Private Property or Other	3	0.99%
03. Was Race known prior to Stop:		
a. NO	248	81.85%
b. YES	55	18.15%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	2	0.66%
b. Asian/ Pacific Islander	1	0.33%
c. Black	51	16.83%
d. White	223	73.60%
e. Hispanic/ Latino	26	8.58%
05. Gender:		
a. Female	123	40.59%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	16	5.28%
iv. White	99	32.67%
v. Hispanic/ Latino	8	2.64%
b. Male	180	59.41%
i. Alaska/ Native American/ Indian	2	0.66%
ii. Asian/ Pacific Islander	1	0.33%
iii. Black	35	11.55%
iv. White	124	40.92%
v. Hispanic/ Latino	18	5.94%
06. Reason for Stop:		
a. Violation of Law	34	11.22%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	10	29.41%
iv. White	20	58.82%
v. Hispanic/ Latino	4	11.76%
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	194	64.03%
i. Alaska/ Native American/ Indian	1	0.52%
ii. Asian/ Pacific Islander	1	0.52%
iii. Black	30	15.46%
iv. White	154	79.38%
v. Hispanic/ Latino	8	4.12%
d. Vehicle Traffic Violation	75	24.75%
i. Alaska/ Native American/ Indian	1	1.33%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	14.67%
iv. White	54	72.00%
v. Hispanic/ Latino	9	12.00%
07. Was a Search Conducted:		
a. NO	248	81.85%
i. Alaska/ Native American/ Indian	1	0.40%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	34	13.71%
iv. White	185	74.60%
v. Hispanic/ Latino	28	11.29%
b. YES	55	18.15%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.82%
iii. Black	17	30.91%
iv. White	31	56.36%
v. Hispanic/ Latino	6	10.91%
08. Reason for Search:		
a. Consent	29	9.57%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	3.45%
iii. Black	5	17.24%
iv. White	20	68.97%
v. Hispanic/ Latino	3	10.34%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	25	8.25%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	12	48.00%
iv. White	10	40.00%
v. Hispanic/ Latino	3	12.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	1	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
09. Was Contraband Discovered:		
YES	26	8.58%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	11	42.31%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	10	
iv. White	12	46.15%
Finding resulted in arrest - YES	3	
Finding resulted in arrest - NO	9	
v. Hispanic/ Latino	3	11.54%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	2	
b. NO	29	9.57%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	3.45%
iii. Black	5	17.24%
iv. White	20	68.97%
v. Hispanic/ Latino	3	10.34%
10. Description of Contraband:		
a. Drugs	25	8.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	44.00%
iv. White	11	44.00%
v. Hispanic/ Latino	3	12.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	1	0.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	0.00%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	12	3.96%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	25.00%
iv. White	7	58.33%
v. Hispanic/ Latino	2	16.67%
b. Written Warning	186	61.39%
i. Alaska/ Native American/ Indian	1	0.54%
ii. Asian/ Pacific Islander	1	0.54%
iii. Black	25	13.44%
iv. White	143	76.88%
v. Hispanic/ Latino	16	8.60%
c. Citation	96	31.68%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	22	22.92%
iv. White	61	63.54%
v. Hispanic/ Latino	13	13.54%
d. Written Warning and Arrest	5	1.65%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	20.00%
iv. White	3	60.00%
v. Hispanic/ Latino	2	40.00%

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	4	1.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	100.00%
v. Hispanic/ Latino	0	0.00%
12. Arrest Based On:		
a. Violation of Penal Code	7	2.31%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	14.29%
iv. White	4	57.14%
v. Hispanic/ Latino	2	28.57%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	2	0.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	303	100.00%
i. Alaska/ Native American/ Indian	2	0.66%
ii. Asian/ Pacific Islander	1	0.33%
iii. Black	51	16.83%
iv. White	223	73.60%
v. Hispanic/ Latino	26	8.58%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/30/2026

Racial Profiling Report | Exempt

Agency Name: SMITH CO. DIST. ATTY.'S OFFICE
Reporting Date: 01/02/2026
TCOLE Agency Number: 423140

Chief Administrator: CLINTON H BENSON

Agency Contact Information:
Phone: (903) 590-1737
Email: cbenson@smith-county.com

Mailing Address:
100 N. Broadway, Suite 400, Smith County Courthouse, TYLER, TX, 75702

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: Clinton Benson
Chief Investigator

Date: 01/02/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Exempt

Agency Name: SMITH CO. FIRE MARSHAL'S OFFICE
Reporting Date: 02/04/2026
TCOLE Agency Number: 423160

Chief Administrator: PRESTON C HOGUE

Agency Contact Information:
Phone: (903) 590-2650
Email: chogue@smith-county.com

Mailing Address:
11325 SPUR 248, TYLER, TX, 757074689

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality , or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: Preston C Hogue
Fire Marshal

Date: 02/04/2026

Submitted electronically to the



The Texas Commission on Law Enforcement

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/13/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: DM Lease Vehicles	
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 approve a lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for four FCIC vehicles and authorize the county judge to sign all necessary documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" 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 # _____

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME	FCIC	REQUISITION NUMBER	FY 2671
	DATE	2-12-26	FUND NUMBER	32.475.4800.851
	DATE REQUIRED		DEPARTMENT CODE	
DELIVER TO:	Adam Colby - Fin.Crimes Intelligence Ctr		SUGGESTED VENDORS: D&M Leasing	
	218 E. Elm Street			
	Tyler, Texas 75702			
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --			-- CIRCLE SELECTED VENDOR --	
DATE PREPARED	PREPARED BY	#1 VENDOR NAME	#2 VENDOR NAME	#3 VENDOR NAME
PURCHASE ORDER NO.	CONTRACT NO.			
CODING	QUANTITY	DESCRIPTION		
		2025 Ford Expedition 4WD 4dr Wgn		
		\$2,111.58 monthly payment		
		36 months		
I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.		IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.		
2-12-26	Adam Colby	Shannon Aynesworth	903-707-8280	
DATE	DEPARTMENT HEAD	EMPLOYEE NAME	EXTENSION	

DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT

Submit



Open-End (Equity) Lease Quote

Quote: 33331

Prepared For: Smith County, Texas

Date: 02/06/2026

Unit#: 33331

Quantity: 1

Unit: 2025 Ford Trucks EXPEDITION 4WD 4dr Wgn Active

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 21.00

\$ 71,233.10	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 400.00	Initial License and Registration Fees
\$ 8,663.63	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax
\$ 0.00	on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 80,296.73	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 80,296.73	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information	
Driver	
Ext Color	Blue
Int Color	Gray
License	
GVWR	0



\$ 1,656.16	Depreciation Reserve @ <u>2.063%</u>
\$ 320.42	Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,976.58	Total Monthly Rental Excluding Additional Services
	Additional Fleet Management and Services

\$ 135.00	Full Maintenance Program ³	Contract Miles <u>75,000</u>	Over Mileage Charge <u>\$ 0.0700</u> / Mile
\$ 0.00	Miscellaneous	Incl: #Brake Sets (1 set = 1 axle) <u>0</u>	#Tires <u>0</u> Loaner Vehicle Not Incl
\$ 135.00	Additional Services Sub Total		

\$ 0.00	Monthly Sales Tax <u>0.00%</u>
\$ 0.00	Total Monthly Insurance
\$ 2,111.58	Total Monthly Rental Including Additional Services

Monthly Insurance Premiums and Disclosures	
<u>\$ 0.00</u>	Commercial Liability Enrollment (Estimate Only)
<u>\$ 0.00</u>	Physical Damage (Estimate Only)
	Liability Limit <u>\$ 0.00</u>
	Comprehensive/Collision Deductible: <u>\$ 500.00</u> / <u>\$ 500.00</u>

\$ 20,675.00	Reduced Book Value at <u>36</u> Months
\$ 250.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.

LESSEE Smith County, Texas

BY _____ TITLE _____ DATE 02/06/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

ESTIMATE

Pinnacle Fleet Outfitters
PO Box 971
Henderson, TX 75653-0971

jdooley@pinnaclefleettx.com
+1 (903) 812-1516



Bill to
D&M Leasing
1400 W 7th Street
Fort Worth, TX 76102 USA

Ship to
D&M Leasing
1400 W 7th Street
Fort Worth, TX 76102 USA

Estimate details

Unit Number: Ford Expedition

Estimate no.: 1044

Estimate date: 02/11/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	Whelen Core Package	C399PKG	Includes C399, Control Head of Customer Choice, 1 SA315P Siren Speaker, 1 Vehicle Specific Siren Bracket and Vehicle Specific OBD Kit	1	\$2,060.00	\$2,060.00
2.	Whelen TRIO T-Ion Series Red/Blue/White	TSS0JC	Surface Mount, TRIO™ Red/Blue/White, Clear Lens	6	\$221.00	\$1,326.00
3.	Federal Signal XStream Dashlight TRIO Red/Blue/White		XStream line, dual dash-light in TRIO Red/Blue/White	2	\$259.00	\$518.00
4.	Federal Signal XStream Dash Light No Drill Headliner Mount.			2	\$26.00	\$52.00
5.	Whelen Inner Edge RST 2025+ Ford Expedition	BS62Z	NEW Ford Expedition, 2025 DUO™ Configuration, Upper Rear Housing for Ten Lamp	1	\$2,155.00	\$2,155.00
6.	Tint Full Vehicle		Full Vehicle Ceramic Tint of Customer Choice	1	\$400.00	\$400.00
7.	EGIS Mobile Electric Circuit Breaker 85 Series 100 Amp			1	\$35.90	\$35.90
8.	EGIS Mobile Electric 6 Circuit Fuse Block	RTFUSE6	6 Circuit Fuse Block	1	\$23.80	\$23.80
9.	Freight Charge		Freight for Heavy Items	1	\$200.00	\$200.00
10.	Wire Harness Fee			1	\$200.00	\$200.00

11. Shop Supply Fee	1	\$100.00	\$100.00
12. Installation of emergency equipment in vehicle	1	\$2,000.00	\$2,000.00
		Subtotal	\$9,070.70
		Discount 10%	-\$907.07
		Total	\$8,163.63

Accepted date

Accepted by

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME	FCIC	REQUISITION NUMBER	FY 2651
	DATE	1-20-26	FUND NUMBER	32.475.4800.851
	DATE REQUIRED		DEPARTMENT CODE	
DELIVER TO:	Adam Colby - Fin.Crimes Intelligence Ctr		SUGGESTED VENDORS:	
	218 E. Elm Street		D&M Leasing	
	Tyler, Texas 75702			
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --			-- CIRCLE SELECTED VENDOR --	
DATE PREPARED	PREPARED BY	#1 VENDOR NAME	#2 VENDOR NAME	#3 VENDOR NAME
PURCHASE ORDER NO.	CONTRACT NO.			
CODING	QUANTITY	DESCRIPTION		
	1	2026 Toyota 4Runner 4WD 4dr wgn SR5		
		\$20,017.00 for 36months		
		1st year		
		monthly payment of \$1843.83		
I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.		IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.		
1-20-26	Adam Colby	Shannon Aynesworth	903-707-8280	
DATE	DEPARTMENT HEAD	EMPLOYEE NAME	EXTENSION	

DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT

Submit



Open-End (Equity) Lease Quote

Quote: 32841

Prepared For: Smith County, Texas

Date: 01/15/2026

Unit#: 32841

Quantity: 1

Unit: 2026 Toyota 4RUNNER 4WD 4dr Wgn SR5

Order Type: In Stock

Term: 36

State: TX

Customer#: 7959

Schedule#: 19.00

60916.80	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
0.00	Initial License and Registration Fees
9963.63	Added Equipment (See Page 2)
0.00	Acquisition Fee
201.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
71081.43	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
71081.43	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color <u>Underground</u>
Int Color <u>black</u>
License
GVWR <u>0</u>



TXMAS-23-97501

1418.46	Depreciation Reserve @ <u>0.01996</u>
310.37	Monthly Lease Charge (Based on Rate - Subject to a Floor) ²
1728.83	Total Monthly Rental Excluding Additional Services
	Additional Fleet Management and Services
115.00	Full Maintenance Program ³
0.00	Miscellaneous
115.00	Additional Services Sub Total

Contract Miles 75000 Over Mileage Charge 0.06 / Mile
Incl: #Brake Sets (1 set = 1 axle) 0 #Tires 0 Loaner Vehicle Not Incl

0.00	Monthly Sales Tax <u>0</u>
0.00	Total Monthly Insurance
1843.83	Total Monthly Rental Including Additional Services

Monthly Insurance Premiums and Disclosures
<u>0.00</u> Commercial Liability Enrollment (Estimate Only)
<u>0.00</u> Physical Damage (Estimate Only)
Liability Limit <u>0.00</u>
Comprehensive/Collision Deductible: <u>500.00 / 500.00</u>

<u>20017.00</u>	Reduced Book Value at <u>36</u> Months
<u>250.00</u>	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 25000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., db/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.

LESSEE Smith County, Texas

BY TITLE DATE 01/15/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.



Vehicle Details:-2026 4Runner TRD Off-Road Premium i-FORCE 2.4L 4-Cyl. Turbo Engine Part-time 4-Wheel Drive | - JTEVA5BR9T5086858 • -8672A • -T5086858 • -



Interior color
EA20 Black SofTex

Exterior color
01L7 -Underground

Tradeable
No

Check Code
2

of Cylinders
4

Transmission
8-Speed Automatic Transmission

Temp Serial Number
T150EG44

Order Number
13649442

Engine Number
T24A5C99493

Dealer 42095
Category A
Invoice Date null
TRAC No

Wholesale dealer
Location Fred Haas Toyota World-42095
Allocation 24-2025
Pending ILA No

Previous dealer
Port PDS No
Safety Connect Yes
Fleet No

INCOMING UNIT ETA: 1/25 - 2/5/2026

Basics

PRICE

Base MSRP *	\$55,770.00
Total installed Packages & Accessories	\$2,569.00
Delivery processing / handling	\$1,595.00
Total SRP *	\$59,934.00

Pricing

Factory Item	\$58,434.00	Dealer Invoice	Retail
Base MSRP	Shipped to same upfitter	\$52,584.00	\$55,770.00
Total Accessory Price		\$1,984.76	\$2,569.00
Model + Accessory Price		\$54,568.76	\$58,339.00
Destination Charge		\$1,595.00	\$1,595.00
PPO Holdback		\$281.25	
Total SRP *		\$56,445.01	\$59,934.00
Customer Pricing		Advertised	Selling Price
	\$59,934.00	\$59,934.00	

*Includes Dealer Holdback: \$1,115.00 | Wholesale Financial Reserve: \$558.00 | PPO Holdback: \$281.25

Accessories

Type	Code	Installed By	Invoice	Retail
-50 State Emissions	FE	FIO	\$0.00	\$0.00
-Auto-dimming day/night rearview mirror with	EC	FIO	\$0.00	\$0.00
-TRD OFF-ROAD Premium Package	OP	FIO	\$0.00	\$0.00

-Cargo Lights, Interior D-Pillar-	43	LIO	\$335.00	\$399.00
-** Port Installed -.	92	LIO	\$0.00	\$0.00
-** Port Installed -.	96	LIO	\$0.00	\$0.00
-** Port Installed -.	97	LIO	\$0.00	\$0.00
-** Port Installed -.	98	LIO	\$0.00	\$0.00
-Ball Mount-Ball Mounts are made specifically for use with Toyota tow hitches and help complete the connection between the vehicle's tow hitch and trailer. Crafted of cold-forged steel for superior strength, the trailer balls include built-in wrench flats for easy installation and torquing and meet or exceed all industry towing standards.	BM	LIO	\$69.00	\$89.00
-Blackout Package-Black front emblem overlay with black rear hatch letters.	BO	LIO	\$115.00	\$165.00
-Roof Rail Cross Bars-Roof Rail Cross Bars are engineered specifically to integrate with the factory roof rails. Genuine Toyota roof rack cross bars help enhance the vehicle's cargo management versatility. This set of two fully adjustable cross bars provide additional secure tie-down points for all types of roof rack accessories and can support a maximum of 150 lbs. when evenly distributed across both bars.	CB	LIO	\$355.00	\$430.00
-Retractable Cargo Cover-Cargo Cover is a retractable cargo area tonneau cover concealing the cargo area from view for added peace of mind. UV-resistant material helps protect items from sun damage and fading. Removes easily to make room for larger items. Stores conveniently in the subfloor compartment designed for the cargo cover.	CG	LIO	\$149.00	\$199.00
-Connectivity Kit-Connectivity Kit includes 4 main components. Kit includes 4 high quality 3 - ft charging cables to assist in the connectivity and charging needs of your devices. 1. USB - C to Lightning 2. USB - A to Lightning 3. USB - C to USB - C 4. USB - A to USB - C.	CK	LIO	\$55.00	\$75.00
-Dash Cam-The Integrated Toyota Dashcam is designed to reliably capture video, images, sound and location data while you operate your vehicle. It is designed to begin recording upon ignition to capture the drive, or on impact whether moving or while parked. Features include: . Play back or video download is available via the Smartphone App or PC Tool . Once downloaded, you can also share these videos on your social media channels . Includes a 16GB, Industrial Grade Micro SD memory card.	DC	LIO	\$369.00	\$499.00
-Vehicle Fueling-	G1	LIO	\$14.76	\$0.00
-PDS - Pre Delivery Services-	I1	LIO	\$85.00	\$0.00
-Vehicle Protection Package-The Vehicle Protection Package includes: Paint Renewer Cleaner Paint Sealant Fabric Guard.	P2	LIO	\$189.00	\$399.00
-Owner's Portfolio-	PO	LIO	\$10.00	\$0.00
-Rear Carpet Cargo Mat-Rear Cargo Mat is custom-tailored for an exact fit. Protects the original carpet from premature wear and stains. Constructed of durable nylon, color-matched to the vehicle's interior, and includes an embroidered logo. A ribbed backing helps keep mat in position. Mat is also removable and easy to clean.	RM	LIO	\$110.00	\$150.00
-Rear Cargo Organizer-Rear Cargo Organizer features one large and one small solid-sided covered bin that accommodates items in a variety of shapes and sizes. Remove easily for maximum versatility and cleaning ease Fits easily and securely in the cargo well behind third-row rear seats.	RO	LIO	\$129.00	\$164.00

Standard Options

Mechanical & Performance

-Engine: i-FORCE 2.4L turbocharged inline 4-cylinder engine; 278 hp @ 6000 rpm; 317 lb.-ft. @ 1700 rpm • -Valvetrain: 16-valve Dual Overhead Cam (DOHC), chain drive with Dual Variable Valve Timing with intelligence (VVT-i); 2393 c.c. aluminum engine block; 87.5 x 99.5 (mm) bore x stroke, 11.0:1 compression

ratio • -Intake: Twin scroll turbocharger with wastegate valve control and air-cooled intercooler • -Fuel System: D-4ST direct-injection and port-injection fuel system • -Ignition System: Conventional 12V starter • -Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic • -Drive Modes: Drive Mode Select (DMS) with Eco, Normal and Sport Modes • -Drive Modes: TOW/HAUL driving modes • -Drivetrain: Part-time 4-Wheel Drive (4WD) with electronically controlled 2-speed transfer case (high/low range) and Active Traction Control (A-TRAC) • -Drivetrain: Electronically controlled locking rear differential • -Body/Frame: Reinforced body-on-frame construction with TNGA-F high-strength boxed-steel ladder frame • -Suspension: Independent double-wishbone front suspension with coil springs and stabilizer bar; Multi-link rear suspension with coil springs and stabilizer bar • -Suspension: TRD Off-Road — Bilstein® monotube shock absorbers • -Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion • -Brakes: Power-assisted front and rear ventilated disc brakes • -Brakes: Electric Parking Brake (EPB) • -Off-Road: Multi-Terrain Select (MTS), Crawl Control (CRAWL) and Downhill Assist Control (DAC) • -Off-Road: Front and rear recovery points • -Towing: Integrated towing receiver hitch and wiring harness with 4- and 7-pin connectors

Exterior

-18-in. matte-black painted and machine-finished alloy wheels with TRD center caps • -Black honeycomb-style grille, mirror caps, door handles and overfenders; color-keyed rear spoiler; black "TRD OFF ROAD" and "4RUNNER" badges • -Black roof rails • -LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment • -LED fog lights • -LED taillights with red outer lens • -Power windows with auto up/down and jam protection in all positions • -Privacy-tinted glass on rear side, quarter and liftgate windows • -Power rear liftgate window with auto up/down, jam protection, and defogger with timer • -Hands-free power liftgate • -Rear spoiler with integrated LED center high-mount stop light and concealed rear wiper with mist cycle • -Variable intermittent windshield wipers with mist cycle • -Heated power outside mirrors with turn signal indicators • -Fixed running boards • -Composite front skid plate, with underbody transfer case and fuel tank protection

Interior

-SofTex®-trimmed heated and ventilated front seats; 8-way power-adjustable driver and front passenger seats with 2-way power lumbar support and driver position memory function • -60/40 split, reclining and tumble-folding second-row seat with center armrest and cup holders • -Heated and leather-trimmed power tilt/telescopic steering wheel with audio and Bluetooth

• hands-free phone and voice-command controls • -Smart Key System with Push Button Start, remote keyless entry and remote illuminated entry • -Qi-compatible wireless charging with indicator light • -Five USB-C ports • -One center console 12V auxiliary power outlet and two 120V/400W AC power outlets in the rear seat and cargo area • -Single-zone automatic climate control with air filtration • -Rear-seat air vents • -Auto-dimming day/night rearview mirror with HomeLink® universal transceiver • -Second-row and cargo-area LED illumination • -12 cup and bottle holders • -TRD leather-wrapped shift knob • -TRD Off-Road carpet floor mats • -14-in. Audio Multimedia Display with 14-speaker JBL® Premium Audio system including JBL® FLEX portable Bluetooth

• speaker, subwoofer and amplifier, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial. See toyota.com/connected-services for details. • -12.3-in. digital gauge cluster with selectable gauge display screens and fuel economy, Driver Assist, vehicle/trip information, and warning messages

Safety & Convenience

-3-point seatbelts for all seating positions; driver's-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts • -Toyota Safety Sense™ 3.0 (TSS 3.0) — Pre-Collision System with Pedestrian Detection (PCS w/PD), Lane Tracing Assist (LTA), Dynamic Radar Cruise Control (DRCC), Lane Departure Alert with Steering Assist (LDA w/SA), Automatic High Beams (AHB), Road Sign Assist (RSA), Proactive Drive Assist (PDA) • -Multi-Terrain Monitor (MTM) with selectable front, side or rear views • -Integrated backup camera display with projected path • -Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) and Trailer Merge Warning • -Trailer Sway Control (TSC) • -Anti-theft system • -Tire Pressure Monitor System (TPMS) • -Driver and front passenger seatbelt pretensioners with force limiters • -Nine airbags — Advanced Airbag System with driver and front passenger dual stage airbags, driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags, front passenger seat cushion airbag, and front and rear side curtain airbags • -Power door locks with shift-linked automatic lock/unlock feature • -Child-protector rear door locks and power window lockout control • -LATCH (Lower Anchors and Tethers for CHildren) includes lower anchors on outboard second-row seats and tether anchors on all second-row seats

ESTIMATE

Pinnacle Fleet Outfitters
PO Box 971
Henderson, TX 75653-0971

jdooley@pinnaclefleets.com
+1 (903) 812-1516



Bill to

D&M Leasing
1400 W 7th Street
Fort Worth, TX 76102 USA

Estimate details

Unit Number: Toyota 4Runner

Estimate no.: 1037

Estimate date: 01/14/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	Whelen Core Package	C399PKG	Includes C399, Control Head of Customer Choice, 1 SA315P Siren Speaker, 1 Vehicle Specific Siren Bracket and Vehicle Specific OBD Kit	1	\$2,060.00	\$2,060.00
2.	Whelen TRIO T-Ion Series Red/Blue/White	TSS0JC	Surface Mount, TRIO™ Red/Blue/White, Clear Lens - NEW PART AS OF 2026	6	\$221.00	\$1,326.00
3.	Federal Signal XStream Dashlight TRIO Red/Blue/White		XStream line, dual dash-light in TRIO Red/Blue/White	2	\$259.00	\$518.00
4.	Federal Signal XStream Dash Light No Drill Headliner Mount.			2	\$26.00	\$52.00
5.	Whelen Inner Edge 10 Lamp Tray	BSRW10	10 Lamp Tray, WeCanX®, Choose 10 SOLO™ or DUO™ Lightheads and Vehicle Specific Mount, ISR Mounting Only	1	\$2,155.00	\$2,155.00
6.	Tint Full Vehicle		Full Vehicle Ceramic Tint of Customer Choice for SUV	1	\$400.00	\$400.00
7.	EGIS Mobile Electric Circuit Breaker 85 Series 100 Amp			1	\$35.90	\$35.90
8.	EGIS Mobile Electric 6 Circuit Fuse Block	RTFUSE6	6 Circuit Fuse Block	1	\$23.80	\$23.80
9.	AnyGlide Series 1115 Cargo Storage Box	1115	Cargo Storage Single Box	1	\$2,000.00	\$2,000.00

10. Freight Charge	Freight for Heavy Items	1	\$200.00	\$200.00
11. Wire Harness Fee		1	\$200.00	\$200.00
12. Shop Supply Fee		1	\$100.00	\$100.00
13. Installation of emergency equipment in vehicle		1	\$2,000.00	\$2,000.00
			Subtotal	\$11,070.70
			Discount 10%	-\$1,107.07
			Total	\$9,963.63

Accepted date

Accepted by

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME	FCIC	REQUISITION NUMBER	FY 2655
	DATE	1-23-26	FUND NUMBER	32.475.4800.851
	DATE REQUIRED		DEPARTMENT CODE	
DELIVER TO:	Adam Colby - Fin.Crimes Intelligence Ctr		SUGGESTED VENDORS:	
	218 E. Elm Street		D&M Leasing	
	Tyler, Texas 75702			
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --			-- CIRCLE SELECTED VENDOR --	
DATE PREPARED	PREPARED BY		#1 VENDOR NAME	#2 VENDOR NAME
PURCHASE ORDER NO.	CONTRACT NO.			
CODING	QUANTITY	DESCRIPTION		
	1	2026 Toyota 4Runner Hybrid 4dr Wgn		
		TRD off Road Premium		
		\$1748.07 monthly payment		
		\$25,017.47 for 36 months		
		unit 33017		
I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.			IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.	
1-23-26	Adam Colby		Shannon Aynesworth	903-707-8280
DATE	DEPARTMENT HEAD		EMPLOYEE NAME	EXTENSION

DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT

Submit



Open-End (Equity) Lease Quote

Quote: 33017

Prepared For: Smith County, Texas

Date: 01/22/2026

Unit#: 33017

Quantity: 1

Unit: 2026 Toyota 4RUNNER HYBRID 4dr Wgn TRD Off Road Premium

Order Type: Ordered Term: 36 State: TX Customer#: 7959

Schedule#: 18.10

Table with 2 columns: Amount and Description. Includes Capitalized Cost of Vehicle, Sales Tax, License Fees, and Total Capitalized Cost.

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order information table with fields: Driver, Ext Color (Black), Int Color (Black), License, GVWR (0).



Table with 2 columns: Amount and Description. Includes Depreciation Reserve, Monthly Lease Charge, and Additional Services Sub Total.

Contract Miles 75,000 Over Mileage Charge \$ 0.0700 / Mile
Incl: #Brake Sets (1 set = 1 axle) 0 #Tires 0 Loaner Vehicle Not Incl

Table with 2 columns: Amount and Description. Includes Monthly Sales Tax, Total Monthly Insurance, and Total Monthly Rental Including Additional Services.

Monthly Insurance Premiums and Disclosures table with fields: Commercial Liability Enrollment, Physical Damage, Liability Limit, Comprehensive/Collision Deductible.

Table with 2 columns: Amount and Description. Includes Reduced Book Value at 36 Months and Service Charge Due at Lease Termination.

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease.

LESSEE Smith County, Texas

BY TITLE DATE 01/22/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.



Fred Haas Toyota World

Create Date: 1/21/26

Vehicle Details:-2026 4Runner TRD Off-Road Premium i-FORCE 2.4L 4-Cyl. Turbo Engine Part-time 4-Wheel Drive | -JTEVA5BR8T5079299 • -8672A • -T5079299 • -T5079299



Interior color
EA20 Black SofTex

Exterior color
0202 -Black

Tradeable
No

Check Code
8

of Cylinders
4

Transmission
8-Speed Automatic Transmission

Temp Serial Number
T146DT40

Order Number
13610166

Engine Number
T24A5C74168

Dealer 42095
Category G
Invoice Date 1/12/26
TRAC No

Wholesale dealer 42095
Location Fred Haas Toyota World-42095
Allocation 22-2025
Pending ILA No

Previous dealer
Port PDS No
Safety Connect Yes
Fleet No

Basics

PRICE

Base MSRP *	\$55,770.00
Total installed Packages & Accessories	\$3,419.00
Delivery processing / handling	\$1,595.00
Total SRP *	\$60,784.00

Pricing

Factory Item	\$59,284.00 Shipped	Dealer Invoice	Retail
Base MSRP		\$52,584.00	\$55,770.00
Total Accessory Price		\$2,741.76	\$3,419.00
Model + Accessory Price		\$55,325.76	\$59,189.00
Destination Charge		\$1,595.00	\$1,595.00
PPO Holdback		\$281.25	
Total SRP *		\$57,202.01	\$60,784.00

Dealer Invoice

*Includes Dealer Holdback: \$1,132.00 | Wholesale Financial Reserve: \$567.00 | PPO Holdback: \$281.25

Accessories

Type	Code	Installed By	Invoice	Retail
	FE	FIO		

-50 State Emissions			\$0.00	\$0.00
-Auto-dimming day/night rearview mirror with	EC	FIO	\$0.00	\$0.00
-Moonroof-Power tilt/slide moonroof with sunshade.	MR	FIO	\$757.00	\$850.00
-TRD OFF-ROAD Premium Package	OP	FIO	\$0.00	\$0.00
-Cargo Lights, Interior D-Pillar-	43	LIO	\$335.00	\$399.00
-** Port Installed -.	92	LIO	\$0.00	\$0.00
-** Port Installed -.	96	LIO	\$0.00	\$0.00
-** Port Installed -.	97	LIO	\$0.00	\$0.00
-** Port Installed -.	98	LIO	\$0.00	\$0.00
-Ball Mount-Ball Mounts are made specifically for use with Toyota tow hitches and help complete the connection between the vehicle's tow hitch and trailer. Crafted of cold-forged steel for superior strength, the trailer balls include built-in wrench flats for easy installation and torquing and meet or exceed all industry towing standards.	BM	LIO	\$69.00	\$89.00
-Blackout Package-Black front emblem overlay with black rear hatch letters.	BO	LIO	\$115.00	\$165.00
-Roof Rail Cross Bars-Roof Rail Cross Bars are engineered specifically to integrate with the factory roof rails. Genuine Toyota roof rack cross bars help enhance the vehicle's cargo management versatility. This set of two fully adjustable cross bars provide additional secure tie-down points for all types of roof rack accessories and can support a maximum of 150 lbs. when evenly distributed across both bars.	CB	LIO	\$355.00	\$430.00
-Retractable Cargo Cover-Cargo Cover is a retractable cargo area tonneau cover concealing the cargo area from view for added peace of mind. UV-resistant material helps protect items from sun damage and fading. Removes easily to make room for larger items. Stores conveniently in the subfloor compartment designed for the cargo cover.	CG	LIO	\$149.00	\$199.00
-Connectivity Kit-Connectivity Kit includes 4 main components. Kit includes 4 high quality 3 - ft charging cables to assist in the connectivity and charging needs of your devices. 1. USB - C to Lightning 2. USB - A to Lightning 3. USB - C to USB - C 4. USB - A to USB - C.	CK	LIO	\$55.00	\$75.00
-Dash Cam-The Integrated Toyota Dashcam is designed to reliably capture video, images, sound and location data while you operate your vehicle. It is designed to being recording upon ignition to capture the drive, or on impact whether moving or while parked. Features include: · Play back or video download is available via the Smartphone App or PC Tool · Once downloaded, you can also share these videos on your social media channels · Includes a 16GB, Industrial Grade Micro SD memory card.	DC	LIO	\$369.00	\$499.00
-Vehicle Fueling-	G1	LIO	\$14.76	\$0.00
-PDS - Pre Delivery Services-	I1	LIO	\$85.00	\$0.00
-Vehicle Protection Package-The Vehicle Protection Package includes: Paint Renewer Cleaner Paint Sealant Fabric Guard.	P2	LIO	\$189.00	\$399.00
-Owner's Portfolio-	PO	LIO	\$10.00	\$0.00
-Rear Carpet Cargo Mat-Rear Cargo Mat is custom-tailored for an exact fit. Protects the original carpet from premature wear and stains. Constructed of durable nylon, color-matched to the vehicle's interior, and includes an embroidered logo. A nibbed backing helps keep mat in position. Mat is also removable and easy to clean.	RM	LIO	\$110.00	\$150.00
-Rear Cargo Orgaizer-Rear Cargo Organizer features one large and one small solid-sided covered bin that accommodates items in a variety of shapes and sizes. Remove easily for maximum versatility and cleaning ease Fits easily and securely in the cargo well behind third-row rear seats.	RO	LIO	\$129.00	\$164.00

Standard Options

Mechanical & Performance

-Engine: i-FORCE 2.4L turbocharged inline 4-cylinder engine; 278 hp @ 6000 rpm; 317 lb.-ft. @ 1700 rpm • -Valvetrain: 16-valve Dual Overhead Cam (DOHC), chain drive with Dual Variable Valve Timing with intelligence (VVT-i); 2393 c.c. aluminum engine block; 87.5 x 99.5 (mm.) bore x stroke; 11.0:1 compression ratio • -Intake: Twin scroll turbocharger with wastegate valve control and air-cooled intercooler • -Fuel System: D-4ST direct-injection and port-injection fuel system • -Ignition System: Conventional 12V starter • -Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic • -Drive Modes: Drive Mode Select (DMS) with Eco, Normal and Sport Modes • -Drive Modes: TOW/HAUL driving modes • -Drivetrain: Part-time 4-Wheel Drive (4WD) with electronically controlled 2-speed transfer case (high/low range) and Active Traction Control (A-TRAC) • -Drivetrain: Electronically controlled locking rear differential • -Body/Frame: Reinforced body-on-frame construction with TNGA-F high-strength boxed-steel ladder frame • -Suspension: Independent double-wishbone front suspension with coil springs and stabilizer bar; Multi-link rear suspension with coil springs and stabilizer bar • -Suspension: TRD Off-Road — Bilstein® monotube shock absorbers • -Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion • -Brakes: Power-assisted front and rear ventilated disc brakes • -Brakes: Electric Parking Brake (EPB) • -Off-Road: Multi-Terrain Select (MTS), Crawl Control (CRAWL) and Downhill Assist Control (DAC) • -Off-Road: Front and rear recovery points • -Towing: Integrated towing receiver hitch and wiring harness with 4- and 7-pin connectors

Exterior

-18-in. matte-black painted and machine-finished alloy wheels with TRD center caps • -Black honeycomb-style grille, mirror caps, door handles and overfenders; color-keyed rear spoiler; black "TRD OFF ROAD" and "4RUNNER" badges • -Black roof rails • -LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment • -LED fog lights • -LED taillights with red outer lens • -Power windows with auto up/down and jam protection in all positions • -Privacy-tinted glass on rear side, quarter and liftgate windows • -Power rear liftgate window with auto up/down, jam protection, and defogger with timer • -Hands-free power liftgate • -Rear spoiler with integrated LED center high-mount stop light and concealed rear wiper with mist cycle • -Variable intermittent windshield wipers with mist cycle • -Heated power outside mirrors with turn signal indicators • -Fixed running boards • -Composite front skid plate, with underbody transfer case and fuel tank protection

Interior

-SofTex®-trimmed heated and ventilated front seats; 8-way power-adjustable driver and front passenger seats with 2-way power lumbar support and driver position memory function • -60/40 split, reclining and tumble-folding second-row seat with center armrest and cup holders • -Heated and leather-trimmed power tilt/telescopic steering wheel with audio and Bluetooth
* hands-free phone and voice-command controls • -Smart Key System with Push Button Start, remote keyless entry and remote illuminated entry • -Qi-compatible wireless charging with indicator light • -Five USB-C ports • -One center console 12V auxiliary power outlet and two 120V/400W AC power outlets in the rear seat and cargo area • -Single-zone automatic climate control with air filtration • -Rear-seat air vents • -Auto-dimming day/night rearview mirror with HomeLink® universal transceiver • -Second-row and cargo-area LED illumination • -12 cup and bottle holders • -TRD leather-wrapped shift knob • -TRD Off-Road carpet floor mats • -14-in. Audio Multimedia Display with 14-speaker JBL® Premium Audio system including JBL® FLEX portable Bluetooth
* speaker, subwoofer and amplifier, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial. See toyota.com/connected-services for details. • -12.3-in. digital gauge cluster with selectable gauge display screens and fuel economy, Driver Assist, vehicle/trip information, and warning messages

Safety & Convenience

-3-point seatbelts for all seating positions; driver's-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts • -Toyota Safety Sense™ 3.0 (TSS 3.) — Pre-Collision System with Pedestrian Detection (PCS w/PD), Lane Tracing Assist (LTA), Dynamic Radar Cruise Control (DRCC), Lane Departure Alert with Steering Assist (LDA w/SA), Automatic High Beams (AHB), Road Sign Assist (RSA), Proactive Drive Assist (PDA) • -Multi-Terrain Monitor (MTM) with selectable front, side or rear views • -Integrated backup camera display with projected path • -Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) and Trailer Merge Warning • -Trailer Sway Control (TSC) • -Anti-theft system • -Tire Pressure Monitor System (TPMS) • -Driver and front passenger seatbelt pretensioners with force limiters • -Nine airbags — Advanced Airbag System with driver and front passenger dual stage airbags, driver and front passenger seat-mounted side airbags, driver and front passenger knee airbags, front passenger seat cushion airbag, and front and rear side curtain airbags • -Power door locks with shift-linked automatic lock/unlock feature • -Child-protector rear door locks and power window lockout control • -LATCH (Lower Anchors and Tethers for Children) includes lower anchors on outboard second-row seats and tether anchors on all second-row seats

ESTIMATE

Pinnacle Fleet Outfitters
PO Box 971
Henderson, TX 75653-0971

jdooley@pinnaclefleettx.com
+1 (903) 812-1516



Bill to
D&M Leasing
1400 W 7th Street
Fort Worth, TX 76102 USA

Estimate details

Unit Number: Toyota 4Runner #2

Estimate no.: 1038

Estimate date: 01/14/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	Whelen Core Package	C399PKG	Includes C399, Control Head of Customer Choice, 1 SA315P Siren Speaker, 1 Vehicle Specific Siren Bracket and Vehicle Specific OBD Kit	1	\$2,060.00	\$2,060.00
2.	Whelen TRIO T-Ion Series Red/Blue/White	TSS0JC	Surface Mount, TRIO™ Red/Blue/White, Clear Lens - NEW PART AS OF 2026	6	\$221.00	\$1,326.00
3.	Federal Signal XStream Dashlight TRIO Red/Blue/White		XStream line, dual dash-light in TRIO Red/Blue/White	2	\$259.00	\$518.00
4.	Federal Signal XStream Dash Light No Drill Headliner Mount.			2	\$26.00	\$52.00
5.	Whelen Inner Edge 10 Lamp Tray	BSRW10	10 Lamp Tray, WeCanX®, Choose 10 SOLO™ or DUO™ Lightheads and Vehicle Specific Mount, ISR Mounting Only	1	\$2,155.00	\$2,155.00
6.	Tint Full Vehicle		Full Vehicle Ceramic Tint of Customer Choice for SUV	1	\$400.00	\$400.00
7.	EGIS Mobile Electric Circuit Breaker 85 Series 100 Amp			1	\$35.90	\$35.90
8.	EGIS Mobile Electric 6 Circuit Fuse Block	RTFUSE6	6 Circuit Fuse Block	1	\$23.80	\$23.80
9.	AnyGlide Series 1115 Cargo Storage Box	1115	Cargo Storage Single Box	1	\$2,000.00	\$2,000.00

10. Freight Charge	Freight for Heavy Items	1	\$200.00	\$200.00
11. Wire Harness Fee		1	\$200.00	\$200.00
12. Shop Supply Fee		1	\$100.00	\$100.00
13. Installation of emergency equipment in vehicle		1	\$2,000.00	\$2,000.00
			Subtotal	\$11,070.70
			Discount 10%	-\$1,107.07
			Total	\$9,963.63

Accepted date

Accepted by

REQUEST FOR PURCHASE ORDER FROM SMITH COUNTY OFFICE OF PURCHASING / AUDITORS	DEPARTMENT NAME	FCIC	REQUISITION NUMBER	FY 2653
	DATE	1-21-26	FUND NUMBER	32.475.4800.851
	DATE REQUIRED		DEPARTMENT CODE	
DELIVER TO:	Adam Colby - Fin.Crimes Intelligence Ctr		SUGGESTED VENDORS:	
	218 E. Elm Street		D&M Leasing	
	Tyler, Texas 75702			
-- PUT ALL LIKE ITEMS ON SEPARATE REQUEST --			-- CIRCLE SELECTED VENDOR --	
DATE PREPARED	PREPARED BY		#1 VENDOR NAME	#2 VENDOR NAME
PURCHASE ORDER NO.	CONTRACT NO.			
CODING	QUANTITY	DESCRIPTION		
	1	2026 Toyota Grand Highlander Hybrid		
		AWD 4dr Wagon Limited		
		\$22,180.00 for 36 months		
		1st year		
		monthly payment of \$1833.10		
I certify the above are required for discharge of my official duty and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase of thereof, and I further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding/proposal process.			IF ANY INFORMATION IS NEEDED ON DESCRIPTION, GIVE EMPLOYEE NAME AND EXTENSION NUMBER.	
1-21-26	Adam Colby		Shannon Aynesworth	903-707-8280
DATE	DEPARTMENT HEAD		EMPLOYEE NAME	EXTENSION

DO NOT WRITE IN SHADED AREAS – THIS SPACE IS FOR PURCHASING DEPARTMENT

Submit



Open-End (Equity) Lease Quote

Quote: 32975

Prepared For: Smith County, Texas

Date: 01/21/2026

Unit#: 32975

Quantity: 1

Unit: 2026 Toyota GRAND HIGHLANDER HYBRID AWD 4dr Wgn Limited

Order Type: Ordered Term: 36 State: TX

Customer#: 7959

Schedule#: 17.20

\$ 63,080.85	Capitalized Cost of Vehicle ¹
\$ 0.00	Up Front Sales Tax Rate <u>6.25%</u> State <u>TX</u>
\$ 0.00	Initial License and Registration Fees
\$ 9,963.63	Added Equipment (See Page 2)
\$ 0.00	Acquisition Fee
\$ 0.00	Other Capitalized Fees Tax on Gain on Prior Vehicle
\$ 0.00	Inventory Tax Extended
\$ 0.00	Service Contract
\$ 73,044.48	Capitalized Cost LESS:
\$ 0.00	Cash Down
\$ 0.00	Trade Equity
\$ 0.00	Rebate
\$ 73,044.48	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information	
Driver	
Ext Color	Pearl
Int Color	Gray
License	
GVWR	0



(\$ 23.9750)

\$ 1,412.90 Depreciation Reserve @ 1.934%
\$ 305.20 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

\$ 1,718.10 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

\$ 115.00 Full Maintenance Program³

Contract Miles 75,000

Over Mileage Charge \$ 0.0700 / Mile

\$ 0.00 Miscellaneous

Incl: #Brake Sets (1 set = 1 axle) 0

#Tires 0 Loaner Vehicle Not Incl

\$ 115.00 Additional Services Sub Total

\$ 0.00 Monthly Sales Tax 0.00%

\$ 0.00 Total Monthly Insurance

\$ 1,833.10 Total Monthly Rental Including Additional Services

Monthly Insurance Premiums and Disclosures

\$ 0.00 Commercial Liability Enrollment (Estimate Only)

\$ 0.00 Physical Damage (Estimate Only)

Liability Limit \$ 0.00

Comprehensive/Collision Deductible: \$ 500.00 / \$ 500.00

\$ 22,180.00 Reduced Book Value at 36 Months

\$ 250.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 25,000 and a Security Deposit of \$ 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.

LESSEE Smith County, Texas

BY

TITLE

DATE

01/21/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.



Vehicle Details:-2026 Grand Highlander Hybrid Limited 2.5L 4-Cyl. ECVT Engine All-Wheel Drive |
-5TDACAB56TS04H324 • -6724L • -TS04H324 • -



Interior color  LC10 Light Gray Leather	Exterior color 0089 -Wind Chill Pearl	Tradeable Yes
Check Code 7	# of Cylinders 4	Transmission Electronically controlled Continuously Variable Transmission (ECVT)
Temp Serial Number TS04H324	Order Number 13643352	Engine Number A25A

Dealer 42095	Wholesale dealer	Previous dealer 42103
Category A	Location Fred Haas Toyota World-42095	Port PDS No
Invoice Date null	Allocation 01-2026	Safety Connect No
TRAC No	Pending ILA No	Fleet No

Basics INCOMING UNIT ETA: 2/10 - 2/17/2026

PRICE

Base MSRP *	\$52,510.00
Total installed Packages & Accessories	\$6,972.00
Delivery processing / handling	\$1,595.00
Total SRP *	\$61,077.00

Pricing

Factory Item	\$60,077.00	Dealer Invoice	Retail
Base MSRP	Shipped to upfitter	\$49,342.00	\$52,510.00
Total Accessory Price		\$5,610.76	\$6,972.00
Model + Accessory Price		\$54,952.76	\$59,482.00
Destination Charge		\$1,595.00	\$1,595.00
PPO Holdback		\$501.30	
Total SRP *		\$57,049.06	\$61,077.00
Customer Pricing		Advertised	Selling Price
		\$61,077.00	\$61,077.00

*Includes Dealer Holdback: \$1,099.00 | Wholesale Financial Reserve: \$550.00 | PPO Holdback: \$501.30

Accessories

Type	Code	Installed By	Invoice	Retail
-50 State Emissions	FE	FIO	\$0.00	\$0.00
-Premium Paint	PC	FIO	\$423.00	\$475.00

-Panoramic View Monitor-Panoramic View Monitor.	SB	FIO	\$534.00	\$600.00
-Panoramic Moonroof	SR	FIO	\$1,202.00	\$1,350.00
-Rear Hatch Cargo Lamps**-.	43	LIO	\$280.00	\$350.00
-All Weather Liner Package-This floor mat was designed specifically for use in your model and model year vehicle and SHOULD NOT be used in any other vehicle. To avoid potential interference with pedal operation, each mat must be secured with its fasteners. Do not install a floor mat on top of an existing floor mat.	AW	LIO	\$283.00	\$388.00
-Cross Bars-Cargo Cross Bars are engineered specifically to integrate with the factory roof rails. Genuine Toyota roof rack cross bars help enhance the vehicle's cargo management versatility. This set of two fully adjustable cross bars provide additional secure tie-down points for all types of roof rack accessories and can support a maximum of 150 lbs. when evenly distributed across both bars.	CB	LIO	\$295.00	\$369.00
-Connectivity Kit-Connectivity Kit includes 3 main components. Dual USB Car Charger to convert your vehicle's cigarette lighter into two 2.4A power sources. 2 USB 2.0 cables to support the majority of mobile and tablet devices on the market today.	CK	LIO	\$55.00	\$75.00
-Cargo Net-Cargo Net is custom-crafted for the vehicle cargo area. Designed to hold a variety of everyday items - from groceries to athletic gear - and ensure they don't shift around or tip over. Features a hammock-style design and durable netting that attaches to defined points in the rear cargo area, making it easily accessible.	CN	LIO	\$51.00	\$75.00
-Integrated Dashcam-The Integrated Toyota Dashcam is designed to reliably capture video, images, sound and location data while you operate your vehicle. It is designed to being recording upon ignition to capture the drive, or on impact whether moving or while parked. Features include: . Play back or video download is available via the Smartphone App or PC Tool . Once downloaded, you can also share these videos on your social media channels . Includes a 16GB, Industrial Grade Micro SD memory card.	DC	LIO	\$369.00	\$499.00
-Vehicle Fueling-.	G1	LIO	\$14.76	\$0.00
-PDS - Pre-Delivery Service-.	I1	LIO	\$85.00	\$0.00
-Illuminated Door Sill-Illuminated Door Sill provide style and protection by helping to prevent door sill scuffs and scratches.	IS	LIO	\$319.00	\$395.00
-Illuminated Cargo Sill**-.	J6	LIO	\$260.00	\$345.00
-Logo Side Puddle Lamps**-.	LP	LIO	\$135.00	\$175.00
-Mud Guards-Mud Guards are designed to integrate with specific vehicle styling, body panels, structure and clearances—while helping to provide protection to vehicle paint from mud and dirt, as well as stone-chipping.	MF	LIO	\$129.00	\$189.00
-Vehicle Protection Premium Package-The Vehicle Protection Premium Package provides a number of elements to help protect your vehicle from ultra-violet rays, chemical detergents, and pollutants. It includes: Paint Renewer Cleaner Paint Sealant Fabric Guard Paint Protection Film (including partial hood coverage) (application may vary by model).	P4	LIO	\$349.00	\$599.00
-Owner's Portfolio-.	PO	LIO	\$10.00	\$0.00
-Running Boards-Running Board includes: -Skid-resistant step pads help ensure secure footing -Sleek design enhances the finished look of the vehicle.	RB	LIO	\$599.00	\$799.00
-Rear Cargo Organizer-Rear Cargo Organizer features one large and one small solid-sided covered bin that accommodates items in a variety of shapes and sizes. Remove easily for maximum versatility and cleaning ease Fits easily and securely in the cargo well behind third-row rear seats.	RO	LIO	\$129.00	\$164.00
-Wheel Locks**-.	WL	LIO	\$89.00	\$125.00

Standard Options

Mechanical & Performance

-Drivetrain: Electronically controlled Continuously Variable Transmission (ECVT) • -Drivetrain: Electronic On-Demand AWD system (AWD) • -Drive Modes: Drive Mode Select (DMS) with Sport, Eco, Normal, EV and Trail Modes • -Steering: Electric Power Steering (EPS); electric power-assisted rack-and-pinion • -Suspension: Independent MacPherson strut front suspension with stabilizer bar • -Suspension: Multi-link rear suspension with stabilizer bar • -Emission Rating: Super Ultra Low Emission Vehicle 30 (SULEV 30) • -Brakes: Power-assisted, ventilated 13.3-in. front disc brakes and ventilated 13.3-in. rear disc brakes • -Engine: Hybrid powertrain — 2.5-liter L4HV Double Overhead Cam (DOHC) 16-valve D-4S injection engine; 245 combined net hp, 175 lb.-ft. @ 4400 rpm

Exterior

-20-in. silver chrome metallic multi-spoke wheels • -Height-adjustable foot-activated power liftgate with jam protection • -Windshield wiper de-icer • -Rear liftgate windshield washer and backup camera washer • -Rear liftgate windshield defogger • -Rear spoiler with long LED center high-mount stop light • -Dark-gray metallic front lower bumper • -Dark-gray metallic rear lower bumper • -LED Daytime Running Lights (DRL) with on/off feature • -LED taillights • -LED fog lights • -LED headlights • -Black-painted front grille • -Acoustic noise-reducing front windshield and front side windows • -Privacy glass on rear side, quarter and liftgate windows • -Rain-sensing, washer-linked aerodynamic variable intermittent two-speed windshield wipers, de-icer and variable intermittent rear wipers • -Power-folding heated outside mirrors with blind spot warning indicators • -Silver-painted roof rails • -Color-keyed outside door handles

Interior

-Three-zone automatic climate control with air filter, separate second-row control panel, individual temperature settings for driver, front passenger and rear-seat passengers, and second- and third-row vents • -Front doorsill metal scuff plate • -Driver's-seat memory function • -Heated second-row outboard seats • -Leather-trimmed front- and second-row seats; heated and ventilated front seats; 10-way power-adjustable driver's seat including power lumbar support; 8-way power-adjustable front passenger seat; seat memory function • -7-passenger seating with second-row fold-down captain's chairs and fold-down inboard armrests, adjustable headrests and two cup holders mounted on the floor; and 60/40 split, fold-down third-row seats with sliding headrests and recline function • -Digital Key capability — Digital Key enables smartphone to be used instead of a physical key (Remote Connect subscription required) • -Power door locks with shift-linked automatic lock/unlock feature • -Manual second-row retractable rear window sunshades • -Qi-compatible wireless smartphone charging with charge indicator light • -Two 120V outlets (1500W shared) located on the bottom rear of center console and in the luggage area • -Seven USB-C ports (one media port and six charging ports) and two 12V outlets • -Soft-touch roll-top center console with removable utility tray • -13 cup and bottle holders • -Power windows with auto up/down in all positions and jam protection • -Overhead console with sunglasses storage and maplights • -Dual sun visors with sliding function and illuminated vanity mirrors • -Leather-trimmed heated tilt/telescopic steering wheel with audio, Multi-Information Display (MID),

Bluetooth

* hands-free phone, voice command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA), Lane Steering Assist (LSA) and multimedia information controls • -Leather-trimmed tilt/telescopic steering wheel with audio, Multi-Information Display (MID),

Bluetooth

* hands-free phone, voice command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA), Lane Steering Assist (LSA) and multimedia information controls • -Ambient interior lighting • -Auto-dimming rearview mirror with HomeLink® universal garage door opener • -12.3-in. digital meter with selectable gauge display screens and fuel economy, Driver Assist, vehicle/trip information, and warning messages • -Predictive Fuel-Efficient Drive • -Smart Key System on all doors and liftgate with Push Button Start, remote keyless entry system with lock, unlock, panic and liftgate functions • -11-speaker JBL® Premium Audio system including subwoofer and amplifier • -12.3-in. Toyota Audio Multimedia touchscreen with wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial subscription. See toyota.com/audio-multimedia for details.

Safety & Convenience

-Safe Exit Alert (SEA) • -

Toyota Safety Sense

™ 3.0 — Pre-Collision System with Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert with Steering Assist, Lane Tracing Assist, Road Sign Assist, Automatic High Beams, Proactive Driving Assist • -Tire Pressure Monitor System (TPMS) (individual tires) • -Adjustable front seatbelt shoulder anchors and driver and front passenger seatbelt pretensioners with force limiters • -3-point seatbelts for all seating positions; driver's-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts • -Driver and front passenger seatbelt warning • -Rear-passenger seatbelt reminder • -LATCH (Lower Anchors and Tethers for Children) includes lower anchors and tethers on outboard second-row seats and tether anchor on third-row seats • -Hill Start Assist Control (HAC) • -Child-protector rear door locks and power window lockout control • -Eight airbags — driver airbag, front passenger airbag, driver knee airbag, seat cushion airbag (passenger), front side airbags, curtain shield airbags • -Downhill Assist Control (DAC) • -Anti-theft system with alarm and engine immobilizer • -Front and Rear Parking Assist with Automatic Braking (PA w/AB) • -Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA) • -Backup camera with dynamic gridlines • -Star Safety System™ — includes Electronically Controlled Braking (ECB), Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)

ESTIMATE

Pinnacle Fleet Outfitters
PO Box 971
Henderson, TX 75653-0971

jdooley@pinnaclefleettx.com
+1 (903) 812-1516



Bill to
D&M Leasing
1400 W 7th Street
Fort Worth, TX 76102 USA

Estimate details

Unit Number: Toyota Highlander

Estimate no.: 1038

Estimate date: 01/14/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	Whelen Core Package	C399PKG	Includes C399, Control Head of Customer Choice, 1 SA315P Siren Speaker, 1 Vehicle Specific Siren Bracket and Vehicle Specific OBD Kit	1	\$2,060.00	\$2,060.00
2.	Whelen TRIO T-Ion Series Red/Blue/White	TSS0JC	Surface Mount, TRIO™ Red/Blue/White, Clear Lens - NEW PART AS OF 2026	6	\$221.00	\$1,326.00
3.	Federal Signal XStream Dashlight TRIO Red/Blue/White		XStream line, dual dash-light in TRIO Red/Blue/White	2	\$259.00	\$518.00
4.	Federal Signal XStream Dash Light No Drill Headliner Mount.			2	\$26.00	\$52.00
5.	Whelen Inner Edge 10 Lamp Tray	BSRW10	10 Lamp Tray, WeCanX®, Choose 10 SOLO™ or DUO™ Lightheads and Vehicle Specific Mount, ISR Mounting Only	1	\$2,155.00	\$2,155.00
6.	Tint Full Vehicle		Full Vehicle Ceramic Tint of Customer Choice for SUV	1	\$400.00	\$400.00
7.	EGIS Mobile Electric Circuit Breaker 85 Series 100 Amp			1	\$35.90	\$35.90
8.	EGIS Mobile Electric 6 Circuit Fuse Block	RTFUSE6	6 Circuit Fuse Block	1	\$23.80	\$23.80
9.	AnyGlide Series 1115 Cargo Storage Box	1115	Cargo Storage Single Box	1	\$2,000.00	\$2,000.00

10. Freight Charge	Freight for Heavy Items	1	\$200.00	\$200.00
11. Wire Harness Fee		1	\$200.00	\$200.00
12. Shop Supply Fee		1	\$100.00	\$100.00
13. Installation of emergency equipment in vehicle		1	\$2,000.00	\$2,000.00
			Subtotal	\$11,070.70
			Discount 10%	-\$1,107.07
			Total	\$9,963.63

Accepted date

Accepted by

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/11/2026	Submitted by: Tessa Thomas
Meeting Date: 02/24/2026	Department: TAG / Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: East Texas Anti-Gang Center Resolution, FY27	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the submission of a grant application for the Texas Anti-Gang Center for the 2027 year.	
Background: Smith County Sheriff's Office has been the fiduciary agency for the TAG grant since 2019. The Center's mission is to provide inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities.	
Financial and Operational Impact: Has saved constituent agencies millions of dollars by providing law enforcement resources. The Center is funded entirely through the TAG grant program.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Tessa Thomas	Email: tthomas@smith-county.com
Name: Jimmy Jackson	Email: jjackson2@smith-county.com
Name:	Email:
Name:	Email:

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Agenda Item # _____

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 Smith County Commissioners Court finds it in the best interest of the citizens of Smith County, that the Texas Anti-Gang Center be operated for the 2027 year; and

WHEREAS, Smith County Commissioners Court agrees to the said project as required by the Office of the Governor's Homeland Security Division grant application; and

WHEREAS, Smith County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Smith County Commissioners Court designates James R. Jackson as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners Court approves submission of the grant application for the Texas Anti-Gang Center to the Office of the Governor.

WITNESS OUR HANDS THIS _____ Day of _____ 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

ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK

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

Submission Date: 2/3/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: 114th Dis Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Indigent Defense Agreement for appeals	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a Smith County Indigent Defense Agreement with John Dalton Griffin, in the amount of \$80,000, for the 8-month term of the contract 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: T Wilson	Email: twilson@smith-county.com
Name: Judge Reeve Jackson	Email: JJackson4@smith-county.com
Name:	Email:
Name:	Email:

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

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**CONTRACT FOR LEGAL SERVICES
FOR INDIGENT CRIMINAL DEFENDANTS**

This Contract is authorized by Texas Code of Criminal Procedure 26.04 and the Texas Administrative Code Title 1, Part 8, chapter 174, and is made by and between the parties identified below for the purpose of providing legal services to indigent defendants in the criminal courts of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 114th Judicial District Court of Smith County, who has authority to establish an indigent defense plan and approve attorneys to represent indigent defendants in criminal cases under Article 26.04, Code of Criminal Procedure.
3. Contracting Authority shall mean Smith County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
4. Attorney shall mean John C. Dalton Griffin Attorney. It is understood that Mr. Griffin may use another licensed and qualified attorney in his office to assist in his representation of clients under this contract.
5. Term. The term of this contract shall be for twelve months beginning on February 3, 2026, and ending on September 30, 2026, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the eight (8) month term of this agreement totaling Eighty Thousand and no/100 Dollars (\$80,000) for the term of the contract, unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
 - a. maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
 - b. is familiar with the Texas Penal Code, the Texas Code of Criminal Procedure, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the criminal courts of Smith County, Texas;

- c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to criminal defendants;
 - d. consistently demonstrates professionalism, proficiency, and reliability in representing criminal defendants, and in dealing with the courts and opposing counsel;
 - e. is of sound mind, as well as good moral and ethical character;
 - f. has not been sanctioned by a court for failure to appear;
 - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
 - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her criminal law practice, and does not include a post office address);
 - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system at his or her principal Smith County office;
 - j. maintains a current listing in the Tyler, Texas telephone book and/or in directory assistance;
 - k. maintains a functioning fax machine on a dedicated telephone line or an e-mail address, available 24 hours a day and monitored on a daily basis;
 - l. files with the Appointing Authority a complete, accurate sworn "Application for Felony Court-Appointments," including all required attachments; and
 - m. Attorney qualifications shall equal or exceed the qualifications provided in the Indigent Defense Plan.
9. Caseload. Attorney may handle up to a maximum of 200 cases, including felonies and applications to revoke probation or proceed to final adjudication in felony cases, per year. If Attorney is appointed to 200 cases in any contract term, Attorney shall be required to notify the Appointing Authority immediately so that Attorney will not receive further appointments. This Contract shall include appointments for representation in First, Second, Third, and State Jail Felonies, but shall not include appointment for representation in capital felonies.
10. Compensation for Expenses. Counsel appointed to represent indigent defendants shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts without prior court approval and same shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(h) of the Texas Code of Criminal Procedure. Expenses incurred with prior court approval shall be reimbursed in accordance with Article 26.05(d) and Article 26.052(f) and (g) of the Texas Code of Criminal Procedure according to the following procedures:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate potential defenses. In the discretion of the attorney, this request may be filed as an ex parte confidential request.
 - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the preparation of a

potential defense, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge shall grant the request for payment of expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.

11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY DEFENDANT IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS CODE OF CRIMINAL PROCEDURE AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.
12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
 - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and all applicable laws.
 - b. Make every reasonable effort to contact any court-appointed client not later than the end of the first working day after the date on which the attorney is appointed and to interview the defendant as soon as practicable after the attorney is appointed.
 - c. Ensure continuity of representation of the client unless relieved or replaced in accordance with Texas Code of Criminal Procedure article 26.04(j)(2).
 - d. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract.
 - e. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
 - f. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rule of Professional Conduct.
 - g. Attorney shall not represent any defendant when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that defendant.

13. Continuing Requirements. In addition to the foregoing qualifications and performance standards, Attorney shall:
 - a. Submit a monthly report to be approved by the Appointing Authority, in accordance with Texas Code of Criminal Procedure 26.05. The report must include the number of cases disposed of in the previous month and the types of cases as well as the number of cases currently open and assigned by the courts.
 - b. Submit an annual report regarding percentage of practice time dedicated to appointed cases in Smith County. The report shall be in the form attached hereto as Exhibit A.
 - c. Maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the Appointing Authority of any change in the status of the Attorney's law license. Upon request, Attorney shall provide Appointing Authority with proof of licensure in good standing.

14. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:
 - a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
 - b. Appointing Authority may terminate this Contract if Attorney fails to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure.
 - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
 - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
 - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.

15. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.

16. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.

17. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
18. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.

Honorable Judge Austin Reeve Jackson Date

Honorable Judge Neal Franklin Date

[Attorney] Date

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/13/2026	Submitted by: Jaye Latch
Meeting Date: 02/24/2026	Department: Purchasing
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Update Purchasing Policy	
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 Purchasing Policy updates.	
Background: The following updates are requested: (1) Updated language to reflect the recent increase in the statutory competitive bidding limit from \$50,000 to \$100,000. (2) Updated Cooperative Purchasing Language to align with current Local Government Code and State Purchasing Program (3) Request to raise the Small Dollar (Spot) Purchase Limit (4) Add new Section referencing Information Technology Policy previously adopted by court (5) Added section clarifying purchases that do not require a purchase order, but do require a competitive process (6) Added section authorizing receipt of electronic bid submissions.	
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 type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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Summary of Policy Changes

1. Statutory Competitive Procurement Limit Updates

- Updated language to reflect recent changes to the statutory competitive procurement threshold (Local Government Code).
- Defined the “statutory competitive procurement limit” within the policy. [Page 6](#)
- Updated wording throughout to distinguish requirements for purchases:
 - Below the statutory limit [page 9, 23 - 24](#)
 - Above the statutory limit [page 9](#)
 - Emergency purchases [page 21](#)

2. Cooperative & State Purchasing Programs

- Updated cooperative purchasing language to align with current Local Government Code provisions. [Page 16](#)
- Updated State Purchasing Program language, including clarification that TXMAS contracts are developed by the Statewide Procurement Division (SPD). [Page 18](#)

3. Purchasing Dollar Threshold Adjustments – [page 24](#)

- Revised threshold for spot/small-dollar purchases (increased to **\$5,000**).
- Updated requirement for **three written quotes** for purchases exceeding the approved threshold.
- Clarified that purchases exceeding \$5,000 may still require additional quotes at the Purchasing Department’s discretion.

4. Information Technology (IT) Procurement [page 24](#)

- Added new section aligning technology-related acquisitions with the Smith County Security and Technology Acceptable Use Policy adopted by Commissioners Court (date to be inserted).

5. Bills Paid Directly Through the Auditor’s Office [page 26 - 27](#)

Added section differentiating:

1. Purchases not requiring a purchase order (PO)
2. Purchases not requiring a PO but requiring Purchasing involvement
3. Exceptions for electric vehicle (EV) charging
4. Annual review and update procedures

6. Electronic Receipts of Bids/Proposals [page 28](#)

- Added language authorizing acceptance of electronic bid and proposal submissions in accordance with applicable procurement statutes and cybersecurity practices.

** Formatting and page numbers will be corrected once approved.



SMITH COUNTY, TEXAS

PURCHASING POLICIES AND PROCEDURES MANUAL

Manual Revisions Adopted by Commissioners Court

May 14, 2019 , October 26, 2021 and

September 19,2023

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INTRODUCTION

This manual has been adopted by the Smith County Commissioners Court for the use of Smith County employees and officials, and is designed to assist them in complying with the laws governing County purchasing procedures. Any changes in the contents of this manual shall be made only by the governing body.

County purchasing procedures are governed by Chapter 262 of the Texas Local Government Code; and these statutes, including interpretations of them made by Texas courts, are the ultimate authority on the validity of purchasing procedures. Because the procedures described in this manual are based on state law, this manual contains language taken directly from statutes. If any policy or procedure in this manual is contradictory to Texas State Law then Texas State Law shall govern.

The mission of the Smith County Purchasing Department is to procure goods and services in the most efficient and cost effective manner possible. This is accomplished by standardization, competitive bidding on the basis of adequate specifications, and cooperative purchasing; all in compliance with the Texas Local Government Code (LGC), other relevant laws and best business practices.

The Smith County Purchasing Department is a member of the administrative services team of Smith County. The County Purchasing Director is charged with the responsibility of assuring fair and equitable treatment to all vendors without regard to political pressure or discrimination on the basis of race, color, religion, national origin, handicap, or sex.

It is the duty of this department to furnish supplies, equipment, and services to the various departments and elected officials in the required quality and quantity, at the best possible price.

These tasks are accomplished by standardization and competitive bidding on the basis of adequate specifications, whenever practicable.

The Purchasing Department is committed to promoting effective, professional, and consistent procurement in Smith County, as well as supporting the public precept that tax dollars be wisely spent.

DEFINITIONS

Advertisement or Advertised - A public notice run in a newspaper of general circulation containing information about an invitation for bid or a request for proposal.

Auditor - Smith County Auditor and his/her designated representatives.

Bidders List - A list of vendors who have signified in writing an interest in submitting bids for particular categories or services.

Change Order - A document used in construction contracts that changes the contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

Commissioners Court – Smith County Commissioners Court consisting of the County Judge and four Precinct Commissioners, as indicated in Texas Constitution, art. V, § 18.

Competitive Bidding – The formal process of soliciting sealed bids from vendors as governed by Local Government Code § 262.023.

Contract – Any formal, written agreement executed by the county and a vendor containing the terms and conditions under which the goods or services are to be furnished to the county.

County – Shall mean Smith County, Texas

Department – Any county, precinct, district offices, and subdivisions thereof.

Employee – Any county, precinct or district employee elected, appointed, or hired by Smith County, Texas.

Goods – Includes any personal property to be purchased by the county, including equipment, supplies, material, and component or repair parts.

Lease – A contract for the use of personal property for a period of time in return for a specified compensation. All leases must be approved by the Commissioners Court and signed by the County Judge.

Lowest Responsible Bid – The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. It expressly is understood that the lowest responsible bid includes any related costs to the county in a total cost concept. The term “responsible” refers to the financial and practical ability of the bidder to perform the contract and take into consideration the past performance of the vendor.

Modification – A document used to change the terms and/or conditions of a contract.

Payment Bond – A guarantee that promises payment to subcontractors and suppliers on a contract during performance. It must be submitted prior to any work. It is normally one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashier’s or certified checks, or U.S. currency. It is normally maintained until expiration of any required warranty. If the contractor fails to pay subcontractors and suppliers, then the payment bond is “called” for the amount of non-payment.

Performance Bond – A guarantee that promises that the contract will be performed as required. It must be submitted prior to any work. Normally it is one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety, but can be cashier’s or certified checks, or U.S. currency. It is normally maintained until expiration of any required warranty. If the contractor fails to perform and complete the contract as required, then the performance bond is “called” for the amount required to complete the contract. A surety that provides a bond may be permitted to “take over” a failed or defaulted contract.

Pre-Bid/Proposal Conference – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for services/supplies required by the County. This is held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

Professional Service - Services directly related to profession practices as defined by the Professional Services Procurement Act, including those services within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, and professional engineering.

Professional Services Procurement Act – As defined in Government Code 2254, there are three (3) kinds of professional Services specified and allowable in this act.

Prompt Payment Act – Texas Government Code 2251.021(B) TIME FOR PAYMENT BY GOVERNMENTAL ENTITY, states a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of: (1) the date the governmental entity receives the goods under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date the governmental entity receives an invoice for the goods or services contained therein.

Proprietary Information – Information in bids or proposals to which a vendor claims ownership or exclusive rights and which are protected from disclosure in the Texas Public Information Act (Texas Government Code, Chapter 552). Generally, this is information that “if released, would give advantage to a competitor or bidder.” (Texas Government Code § 552.104).

Purchase Order – A written order issued by the Purchasing Agent, or designee, authorizing the purchasing office to enter into a contract with a vendor to purchase goods or services.

Purchase Requisition – A request by a department to the Purchasing Agent for the purchasing department to enter into a contract with a vendor to purchase particular goods or services.

Purchasing – The act, function, and responsibility for the acquisition of goods and services including construction.

Purchasing Act –The provisions of the County Purchasing Act, Texas Local Government Code § 262.021, *et seq.*

Purchasing Agent – In Smith County, the Purchasing Agent, also referred to as the Purchasing Director or Chief Procurement Officer and/or designee is employed by the Smith County Commissioners Court pursuant to Texas Local Government Code § 262.0115.

Request for Offer (RFO) – An RFO provides a method of negotiating prices, terms, and conditions with catalogue vendors. It assumes that negotiation for “best value” will occur with catalogue vendors, instead of making selections for goods and services based on the published prices, terms and conditions in the catalogues.

Request for Proposal (RFP) – A document requesting an offer be made by a vendor which allows for negotiations after a proposal has been received but before award of the contract for goods and services procured in compliance with TEX, LOC, GOV'T CODE ANN, section 262.0295 or

262.030. All proposals are confidential information and will be open to the public after the award has been made.

Request for Qualifications (RFQ) – A document that requests details about the qualifications or professionals whose services must be obtained in compliance with the Professional Services Procurement Act.

Sealed Bids – Competitive Bids required to be advertised in a newspaper of general circulation and submitted to the purchasing office in a sealed envelope within the specified time period, pursuant to Texas Local Government Code, Chapter 262.

Services – Includes all work or labor performed for the county on an independent contractor basis, including maintenance, construction, manual, clerical, or professional services.

Sole source good or service – A good or service that can be obtained from only one source that is purchased in compliance with Texas Local Government Code § 262.024 (a)(7) and (c).

Solicitation – A document, such as an Invitation for Bid, Request for Proposal, Request for Offers, or Request for Qualifications, issued by the purchasing office. The document contains the terms and conditions for a contract and seeks (solicits) a bid or proposal for goods or services needed by the County.

Specifications – A concise description of a good or service that the County seeks to buy, including the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, or preparing any items for delivery, or preparing or installing it for use.

Spot Purchase- A one-time acquisition of goods or services that does not exceed the \$5,000 small dollar threshold and requires only one quote.

Statutory Competitive Procurement Limit (LGC 262.023) - The dollar threshold established under Texas Local Government Code at which a county must procure items through formal competitive sealed bidding or competitive sealed proposals. **Vendor** – One who sells a good or service.

PURCHASING AUTHORITY Purchasing Laws

It is the policy of Smith County, acting through its duly appointed Purchasing Director, to comply fully with all purchasing laws and amendments of the State of Texas.

Authority

Sec. 262.0115. PURCHASING AGENTS IN COUNTIES WITH POPULATION OF MORE THAN 100,000. (a) In a county with a population of more than 100,000, the Commissioners Court may employ a person to act as county purchasing agent. However, this section does not apply to a county that has appointed a purchasing agent under Section 262.011 and that has not abolished the position as authorized by law.

(b) A purchasing agent employed under this section serves at the pleasure of the commissioners court.

(c) The commissioners court may employ other persons necessary to assist the purchasing agent in performing the agent's functions.

(d) Under the supervision of the commissioners court, the purchasing agent shall carry out the functions prescribed by law for a purchasing agent under Section 262.011 and for the county auditor in regard to county purchases and contracts and shall administer the procedures prescribed by law for notice and public bidding for county purchases and contracts.

(e) A county that has established the position of county purchasing agent under this section may abolish the position at any time. On the abolition of the position, the county auditor shall assume the functions previously performed by the purchasing agent.

These policies and procedures are adopted by the County Purchasing Director and approved by the Commissioners Court acting in its capacity as the governing body of Smith County, Texas.

Smith County adopts these policies and procedures under the authority of Texas Local Government Code, Chapter 262.

Effective Date

These policies and procedures will become effective upon approval by Commissioners Court.

PURCHASING POLICY

These policies and procedures are adopted by the Smith County Purchasing Agent and the Smith County Commissioners Court acting in its capacity as the governing body of Smith County, Texas. Smith County adopts these policies and procedures under the authority of Texas Local Government Code, Chapter 262. The Smith County Commissioners Court has directed the Purchasing Agent to provide a centralized purchasing structure.

The County Purchasing Policy is to:

- Seek the best quality, lowest priced goods and services available that meet the needs and delivery requirements of Smith County Personnel;
- Provide all responsible vendors and contractors with equitable access to servicing the needs of Smith County and its personnel through the competitive bidding of goods and services;
- Comply with all federal and state laws that apply to county purchasing and with the policies and procedures in this manual;
- Manage all county assets and inventory so that replacement costs are minimized and Smith County can account for those assets; and
- Dispose of all surplus, salvage, seized, and abandoned property in a manner that provides the most benefit to the taxpayers of the county and complies with the law.
- County purchasing will be conducted in a manner that will promote and foster public confidence in the integrity of the county procurement process.
- Protect the interest of Smith County taxpayers without regard to any undue influence or political pressure.

The Purchasing Agent must purchase or lease all goods and services, including maintenance and repair, for all departments.

In addition, the responsibilities of the Purchasing Agent shall be to:

1. Encourage and support compliance with Texas Purchasing Laws;
2. Work in conjunction with the auditor and other county officials in the development of efficient financial processes;
3. Promote local business participation in Smith County procurement processes; and
4. Provide the business community a central professional link to county business.

Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone obligating an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment. All such purchases may be considered the personal responsibility of the person obligating such an expenditure, with no responsibility whatsoever to the County. Employees must never purchase goods or services for their own personal benefit.

Departments must be cognizant of budget balances and refrain from trying to process requisitions in excess of their balances unless the proper transfer of funds has been accomplished. Purchase requisitions for which there is not adequate funding will not be processed.

Departments should plan purchases in order to keep emergency purchase requisitions to a minimum.

Departments must ensure that all employees involved in making departmental purchase requests have read and understand the procedures in this manual.

Each county department is responsible for receiving goods and services. Departments should make Purchasing aware of any shortage, late delivery, damaged merchandise, or any other problem relating to the vendor's performance.

Departments must provide the Purchasing Department ample time to process any purchase requests:

1. On all purchases that are less than the state statutory purchasing limit, , departments should allow a one to two week time frame.
2. On all purchases that are above the state statutory purchasing limit, , departments should allow a six to eight (8-12) week time frame.

The Purchasing Department is committed to processing all purchase requisitions within a reasonable time frame.

COUNTY PURCHASING ACT

The Purchasing Act applies to all departments: all district, county, precinct officials, employees and subdivisions of all district, county and precinct offices.

The County Purchasing Act provides a general legal and procedural framework that emphasizes price (rather than total cost and value), openness, control, and accountability rather than efficiency. It is the duty of the county's chief procurement official to review and to recommend periodic modifications for improvements that will enhance the efficiency and effectiveness of the procurement function.

In Texas counties there are usually ONLY TWO entities that have the authority to sign procurement documents: the commissioners' court as a voting body only, and the county purchasing agent. The commissioners' court must approve all contracts exceeding the statutory limit and the purchasing agent must approve all contracts under the statutory limit.

Other officials typically do not have procurement authority unless specifically authorized by commissioners' court under authority of the Purchasing Act or other government code.

The Purchasing Act specifically states (Section 262.011(d)): "The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee the county, except purchases and contract required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repair."

(e) "The county purchasing agent shall supervise all purchases made on competitive bid and shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract."

(f) "A purchase made by the purchasing agent shall be paid for by a warrant drawn by the county auditor on funds in the county treasury in the manner provided by law. The county auditor may not draw and the county treasurer may not honor a warrant for a purchase unless the purchase is made by the purchasing agent or on competitive bid as provided by law."

(i) "On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all property on hand and belonging to the County and each department and employee..."

(j) "To prevent unnecessary purchases, the county purchasing agent, with approval of the commissioners court, shall transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another" office. The purchasing agent shall furnish to the Auditor a list of transferred goods.

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to state law and is void.

Additional PURCHASING LAWS that govern county purchasing include but are not limited to the following:

- Public Property Finance Act, (TEX. LOC. GOV'T CODE ANN., ch. 271, subch. B)
- Services and Products of Severely Disabled, (TEX. HUM. RES. CODE ANN., sec. 122.014)
- Interlocal Cooperation Agreement, (TEX. GOV'T CODE ANN., ch. 791)
- Prompt Payment Act, (TEX. GOV'T CODE ANN., ch. 2251)
- Bidders from other States and 5% Retainage, (TEX. GOV'T CODE ANN., ch. 2252)
- Public Works Performance and Payment Bonds, (TEX. GOV'T CODE ANN., ch. 2253)
- Wage Rate for Construction Projects, (TEX. REV. CIV. STAT. ANN., Art. 5159a)
- Sales tax exemption for incorporated purchases (TEX. TAX CODE ANN. § 151.131)
- Worker's Compensation Compliance (Workers Compensation Rule 110.110)
- Professional Services Procurement Act (TEX. GOV'T CODE ANN., ch. 2254)

Counties must also comply with a host of other procurement and financial requirements, including federal procurement requirements as set forth by 2 CFR 200.318 - 200.327, Appendix II, which flow through to states and localities receiving federal funds (grants).

VIOLATIONS OF THE ACT VIOLATION AND PENALTY

Any person who knowingly violates or authorizes the violation of the Purchasing Act, and any County or precinct employees failing to use the Purchasing Agent for purchases including an agent or employee of the County or of a department of the County commits a crime punishable by Chapter 262, Texas Local Government Code

The following purchasing strategies that are made with the intention of avoiding formal competitive bidding are in violation of the law: (§ 262.023)

- **COMPONENT PURCHASES:** purchasing a series of component parts of an item that normally would be purchased as a whole.
- **SEPARATE PURCHASES:** purchasing goods and services in a series of separate purchases, which in normal purchasing practices, would have been purchased in one purchase.
- **SEQUENTIAL PURCHASES:** purchases made over a period of time that in normal purchasing practices, would be made as one purchase.

CAUTION: Intentionally separating purchases/invoices to avoid the statutory limit competitive bidding is a violation of the Purchasing Act. (Texas Local Government Code § 262.034 & § 262.035)

A final conviction of a county officer or employee for this violation results in the immediate removal from office or employment of that person. For four years after the date of the final conviction, the removed officer or employee is ineligible:

1. to be a candidate for or to be appointed or elected to a public office in this state;
2. to be employed by the county with which the person served when the offense occurred; and
3. to receive any compensation through a contract with that county.

Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone obligating an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment.

PROFESSIONAL SERVICES PROCUREMENT ACT

Professional services are defined in the Professional Services Procurement Act as:

1. those within the scope of the practice of accounting, architecture, optometry, medicine, land surveying, professional engineering, or real estate appraiser as defined by the laws of the State of Texas;
2. those performed by any licensed architect, optometrist, physician, surgeon, certified public accountant, land surveyor, professional engineer, or state licensed real estate appraiser in connection with his professional employment or practice.

The Act states that contracts for the procurement of these professional services may not be awarded on the basis of bids. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

To ensure vendors a fair and equal opportunity to do business with county, and to ensure that the services of the most qualified professional is obtained, commissioners court should direct that professional services be procured using a Request for Qualifications (RFQ) process.

The county shall rank firms based on their qualifications and then enter into negotiations with the most qualified firm based on a fair and reasonable price. If the county is unable to negotiate a satisfactory contract with the most highly qualified vendor, negotiations will formally end with that person or firm. The next most highly qualified vendor will then be asked to negotiate. Negotiations are continued in this sequence until a contract is finalized.

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to state law and is void

BEST VALUE PROCUREMENT POLICY

The Texas Legislature added the ability for County's to utilize best value analysis for any type of procurement where it has been determined it is in the best interest of the County. The Request for Proposal (RFP) method is used where the evaluation is made by established weighted evaluation factors.

Local Government Code Chapter 262 Purchasing and Contracting Authorities of Counties

Sec. 262.030 ALTERNATIVE COMPETITIVE PROPOSAL PROCEDURE FOR CERTAIN GOODS AND SERVICES. (a) Except for Subsection (d) of this section, the competitive proposal procedure provided by this section may be used for the purchase of insurance, high technology items, and the following special services:

- (1) landscape maintenance;
- (2) travel management; or
- (3) recycling.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure. The request for proposals must specify the relative importance of price and other evaluation factors. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals.

(c) If provided in the request for proposals, proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

(d) A county in which a purchasing agent has been appointed under Section 262.011 or employed under Section 262.0115 may use the competitive proposal purchasing method authorized by this section for the purchase of insurance or high technology items. **In addition, the method may be used to purchase other items when the county official who makes purchases for the county determines, with the consent of the commissioners court, that it is in the best interest of the county to make a request for proposals.**

(e) As provided in the request for proposals and under rules adopted by the commissioners court, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

(Adopted by Smith County Commissioners 05/11)

MWBE POLICY

Smith County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Smith County to involve qualified minority/women-owned businesses to the greatest extent feasible in the

County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Smith County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Smith County.

As an added commitment to minority/women-owned businesses, the Smith County Commissioners Court approved this program which consists of documenting the utilization of MWBE's and asking all vendors and contractors to make a "Good Faith effort" in utilizing such businesses.

(Adopted by Smith County Commissioners Court 11/08)

**Historically Underutilized Business Policy (HUB) Tex. Gov. Code Chapter
2161
34 Tex. Admin. Code § 20.14 et seq**

Smith County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. Further, Smith County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the County's total procurement process. It is the policy of Smith County to involve qualified historically underutilized businesses to the greatest extent feasible in the County's procurement processes. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Smith County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all businesses regardless of size, economic, social or ethnic status. Smith County affirms the good faith efforts of firms/businesses that recognize and practice similar business standards.

Definitions:

Historically Underutilized businesses (HUBs) – also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs – includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies as recognized by Smith County.

Policy Guidelines:

- A. HUB Certification** – Smith County will recognize the State of Texas HUB Certification Process in conjunction with the implementation of this policy. Smith County reserves the right to review the certification status of any vendor applying at any time. This review will determine the validity of the applicable vendor’s certification as HUB.
- B. HUB Target Goals** – The Smith County Commissioners Court may establish HUB target goals in compliance with State and Federal Law. It is not the intent of this policy to require the Smith County Commissioners Court to award a contract to other than the lowest possible bidder or best value bidder as required by law. Any Target Goals should consider the diversity of Smith County’s population and the availability of HUB firms within the specific category of goods or services to be procured.
- C. HUB Program** – Smith County will include a HUB Policy Statement in all specifications. The County may consider the bidder’s responsiveness to the HUB Policy in the evaluation process. Failure to demonstrate a good faith effort to comply with Smith County’s HUB Policy may result in a bid or proposal being disqualified.

Administration Guidelines:

- A.** The Smith County Purchasing Department shall serve as the County’s HUB Office. Smith County will encourage HUB Vendors to participate in all facets of the procurement process by:
 - 1. Identifying HUB Vendors on the County’s online vendor database.
 - 2. Seeking communication links with HUB vendors to involve them in the procurement process.
 - 3. Continuing to advertise bids on the County’s website and in newspapers including newspapers that target socially/economically disadvantaged communities; where possible.
 - 4. Providing copies of bid specifications to minority Chambers/Community Business Alliances.
 - 5. Including a link for HUB vendors to register through the State of Texas and on the County’s website.
 - 6. Monitoring the HUB policy to include good faith efforts, registered HUB Vendors and reviewing documentation submitted by HUB firms.
 - 7. Providing statistical reports of the HUB Policy implementation, registered vendors and good faith efforts.

(Adopted By CC 09/04/12)

COOPERATIVE PURCHASING PROGRAM

A local government may participate in a cooperative purchasing program with another local government of this state or another state or a local cooperative organization of this state or another state. (§271.102).

A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will

1. Designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;
2. Make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c)A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

STATE PURCHASING PROGRAMS

The County is authorized to purchase goods and services through state and cooperative purchasing programs that utilize contracts competitively awarded by the State of Texas or other governmental entities, as permitted by Texas law. Use of these programs satisfies the County's competitive procurement requirements when applicable statutory conditions are met.

Such programs include, but are not limited to:

1. **State Term Contracts** (authorized by sections 271.081 through 271.083 of the Texas Local Government Code). The County may purchase from vendors on the same terms and conditions as the State. The State has entered into term contracts after using competitive bidding procedures..
2. **Texas Multiple Award Schedule (TXMAS)** (authorized by section 2155.502 of the

Texas Government Code). The County may purchase goods and services from a schedule of multiple award contracts developed by the Statewide Procurement Division (SPD). The schedule is adapted from General Services Administration (GSA) Federal Supply Service contracts. TXMAS contracts take advantage of the most favored customer (MFC) pricing and under certain circumstances; the County may negotiate a lower price for the goods or services offered on a scheduled contract.

3. ***Department of Information Resources (DIR)*** – (authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code). The County may purchase through the DIR and its contracted vendors. The Purchasing Agent acts for Smith County in all matters related to purchase of goods and services from a vendor under any contract based on any State Purchasing program. Smith County is responsible for making payments directly to these vendors.

The Purchasing Agent, or authorized designee, shall act on behalf of the County in administering purchases made through state or cooperative purchasing programs.

EXEMPTIONS AND EMERGENCY PURCHASES

Goods and services can be exempt from competitive procurement process if the commissioners court orders the purchase exempt. Section 262.024 of the Texas Local Government Code lists all the circumstances when exemptions are available for purchases made out of current funds, bond funds, or through time warrants. The following is a list of these circumstances:

1. In case of public calamity, to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county.
2. An item necessary to preserve or protect the public health or safety of the residents of the county.
3. An item necessary because of unforeseen damage to public property,
4. A personal or professional service,
5. Any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
6. Any land or right-of-way,
7. Single Source vendor, including:
 - a. Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

- b. Films, manuscripts, or books,
 - c. Electric power, gas, water, and other utility services; and
 - d. Captive replacement parts or components for equipment
 - 8. An item of food,
 - 9. Personal property sold,
 - a. At an auction by a state licensed auctioneer;
 - b. At a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or
 - c. By a political subdivision of this state, a state agency of this state, or a entity of the federal government.
 - 10. Any work performed under a contract for community and economic development made by the county.
- (a) The renewal or extension of a lease or of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners Court by order grants the exemption and if:
- 1.) The lease or agreement has gone through the competitive bidding procedure within the preceding year;
 - 2.) The renewal or extension does not exceed on year; and
 - 3.) The renewal or extension is the first renewal or extension of the lease or agreement.

- (b) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.
- (c) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the Commissioners Court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by Commissioners Court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of a least one year or until audited by the county auditor.

If an “**EMERGENCY**” purchase order is needed, approval must be obtained first. *Improper planning cannot be considered a true emergency. Care should be taken that emergency purchases do not result from improper planning.*

When an emergency situation exists, the Purchasing Director must be contacted to ensure compliance with the Purchasing Act. In a declaration of a local state of disaster, the County Judge would be the authority to approve purchases. Emergency, as used in the Purchasing Act and this manual, is different from emergency as used in Chapter 63 of the Smith County Policies, Procedures, and Regulations Manual which defines a local state of disaster.

- 1) Emergency items less than the state statutory purchasing limit will be handled in an expedited manner.
- 2) Emergency items greater than the state statutory purchasing limit must be placed on the Commissioners Court agenda as soon as possible.

PROCEDURES FOR PURCHASES UNDER THE STATUTORY COMPETITIVE PROCUREMENT LIMIT

Departments are advised to seek multiple quotes whenever possible to ensure taxpayer funds are spent wisely. To promote fair competition, all vendors must receive the same information, and pricing from one vendor must not be shared with another during the quoting process. The purchasing process is not instantaneous. Time is required to complete the steps required within the approved policy guidelines. In order to accomplish timely purchasing of goods/services at the least cost to Smith County, the cooperation of all officials and employees is required. Prior planning and the timely submission of requisitions are essential to expedite the purchasing

process and to ensure that the process is orderly and lawful. It is best practice to get Purchasing involved early in the process to avoid delays.

The purpose of this procedure is to provide guidance for the policies that apply to the purchase of material, equipment, supplies, repairs, and services that are not required by law to be bid.

The general practice of the county shall be to accept the lowest responsible bid or price quotation as specified and on *equal* product standards.

These regulations and procedures apply to all purchases less than the statutory competitive procurement limit (LGC 262.023).

- For purchases under \$5,000.00 - one quote is needed.

- For purchases from \$5,000.00 – the statutory competitive procurement limit –

Three (3) written quotes must be obtained, evaluated, and provided to the Purchasing Department as backup with the purchase requisition by the End-User Department.

****** For purchases exceeding \$5,000.00, but remaining below the statutory competitive procurement limit, the Purchasing Department may, at its discretion, require departments to obtain multiple competitive quotes through an informal solicitation process. This practice is intended to promote fair competition, ensure prudent use of public funds, and, in areas where vendor competition and market availability are robust, encourage vendor rotation to maintain an open and competitive procurement environment.

For purchases over the statutory competitive procurement limit (LGC 262.03), the county must use a competitive procurement method allowed by law, unless the purchase is otherwise exempt.

If cumulative purchases to one Vendor or a specific commodity grouping are anticipated to reach or exceed the statutory procurement limit in a fiscal year, then formal bidding procedures may be required, and an annual contract may be established by the Purchasing Office. Intentionally separating purchases/invoices to avoid the statutory limit is a violation of the Purchasing Act. It is the department's responsibility to notify the Purchasing Department if this situation is anticipated. The notification must be made to the Purchasing Office prior to any purchase of the items.

Items above are subject to audit and these quotes should be written down and the documentation kept by the County. Written quotations from the vendors must be sent to the Purchasing Department for retention.

TECHNOLOGY (IT) PURCHASES

In accordance with the Smith County Information Technology Security and Acceptable Use Policy, as adopted by the Commissioners Courts, all technology hardware, on-premise or cloud software, IoT or device that connects to the Smith County Network must receive prior approval from the Smith County IT Department before connection to or interaction with the Smith County Network. Technology that does not have proper advanced IT approval is subject to review and the discretion of the IT department as to whether it will be installed on the Smith County IT Network. The IT Department reserves the right to deny the installation of software or hardware not properly approved.

Purchases Paid Directly Through the Auditor's Office

(No Purchase Order Required)

Pursuant to Texas Local Government Code §§ 262.011(d) and (f) and § 262.0245, the County Purchasing Agent is responsible for the purchase of all supplies, materials, equipment, and repairs for county departments, except those purchases or contracts required by law to be competitively bid. The County Auditor may not authorize payment for purchases unless they are made by the Purchasing Agent or in accordance with law.

The County may adopt procedures for items that are not subject to competitive procurement or for which no responsive bids are received. Under these procedures, certain categories of expenditure may be processed without a purchase order and may be paid directly through the Auditor's Office. Some expenditures may still require coordination with the Purchasing Department prior to acquisition to ensure compliance with applicable statutes and County procedures.

It is the responsibility of each elected official/department head to ensure:

- Adequate budgeted funds exist for all expenditures; and
- The Purchasing Department is consulted when clarification is needed regarding competitive requirements.

1. Purchases Not Requiring a Purchase Order

The following expenditure categories may be paid directly through the Auditor's Office and do not require a purchase order:

- Travel expenses
- Attorney fees
- Bonds
- Postage
- Professional membership dues
- Court-ordered payments
- Insurance premiums
- Seminars and training
- Food items for jurors
- Tort claims
- Interpreter services
- LEOSE expenditures
- Risk management claims
- Purchases not required by statute to be processed by the Purchasing Agent

This list may be updated with additions or removals at any time upon mutual agreement between the Purchasing Director and the County Auditor.

2. Purchases Not Requiring a Purchase Order but Requiring Purchasing's Involvement

The following expenditures may also be paid through the Auditor's Office without a purchase order; however, Purchasing must be involved in the initial acquisition, negotiation, and/or contract review before the service is established or renewed:

- Utilities
- Copier and multifunction device leases
- Telephone and communication services

This involvement ensures compliance with procurement laws, contract requirements, and County purchasing oversight responsibilities as outlined in LGC §§ 262.011 and 262.0245.

This list may be updated with additions or removals at the discretion and mutual agreement of the Purchasing Director and the County Auditor. Staff should contact the Purchasing Department for the most current list.

3. Exceptions for Electric Vehicle Charging

Electricity purchased at Electric Vehicle (EV) charging stations for the purpose of refueling County-owned or County-leased electric vehicles is exempt from the competitive procurement requirements listed in this policy, provided that the total County expenditure does not exceed the statutory competitive procurement limit pursuant to LGC § 262.023.

4. Annual Review

These exceptions will be reviewed annually by the Purchasing Department and the Auditor's Office and revised as appropriate. Staff may email the Purchasing Department for the most current version of the PO exemption list.

Upon submission of documentation by the requestor satisfactory to the Purchasing Director, the Purchasing Director has the discretionary authority to deviate from the Purchasing Policy for purchases under the state statutory purchasing limit if it is in the best interest of the County, provides a public benefit, and will facilitate more efficient and value based County operations. (As approved by the Smith County Commissioners Court on October 26, 2021.)

Electronic Receipt of Bids or Proposals

Pursuant to the Texas Local Government Code, Section 262.0235 “Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals,” Smith County adopts the following rules to ensure the identification, security, and confidentiality of electronic bids or proposals, and to ensure that the electronic bids or proposals remain effectively unopened until the proper time:

1. Invitations to Bid and Requests for Proposals will be advertised and issued through the County’s electronic bidding portal on the Smith County Purchasing Office web page. A notification will be added to bid terms and conditions stating that vendors may submit responses electronically through the County’s bidding portal.
2. Vendors may register online to view bidding opportunities and submit bids electronically. Bids may be submitted electronically only through the Smith County Purchasing Office website bidding portal. E-mailed bids will not be accepted. Bids submitted electronically must be submitted by the bid deadline – late submissions will not be accepted.
3. Transmittal of data through the internet shall be encrypted and secure.
4. All data shall be encrypted using a time-sensitive mechanism that allows the data to be decrypted only after the due date and time. All submissions made on the system are secure in order to guarantee no tampering during transmission. Additionally, the system will be configured so that accessing bids after the close date is not automatic and will require a user to officially unlock the bids. The name of the user that executed the action, and time and date are saved for auditing purposes.
5. The system shall record the date and time of any task within the bid submission process which may include any withdraws and edits, as well as the official confirmation. A confirmation number is given at the time of submittal.
6. Neither vendor identities nor the contents of submissions are available during the bidding process. Vendors cannot identify other vendors that were notified, accessed, or that responded to a solicitation. Once a vendor’s bid is submitted electronically, the County will be able to view vendor’s name only. Submission data will never be available during the bidding process.
7. Only the County’s Purchasing Director, or authorized designee, with an authorized password, and only at the established due date and time, can request that the bids/proposals be unlocked for opening. Electronic bids will be opened at the same time as any hand-delivery bids that have been received. Purchasing staff will read aloud all bid responses received at the stated bid closing date and time at a public bid opening.

Smith County Purchasing Department has sole discretion to determine the manner in which Solicitations are received. All solicitations received shall be in compliance with LGC 262. Each solicitation issued by the Smith County Purchasing Department will define the manner in which responses are to be received.

Open or blanket purchase orders are used for *contracted* recurring bid items such as asphalt or small on the spot purchases.

This policy applies to open purchase orders that do not exceed the state statutory purchasing limit over a twelve-(12) month period (twelve month period within current tax year); unless the request is for items on bid contract.

Procedure to process open purchase orders:

- A. The requesting department should submit a requisition for requested \$ amount.
- B. A purchase order will be issued if requisition is approved to the respective vendor.
- C. It is the responsibility of requesting department to manage the amount available on the open purchase order. If the dollar amount listed is not enough, then the purchase order must be closed and the department should start this procedure over to request a new open purchase order. Departments should not spend more than the amount available on the purchase order at any time. Change orders will not be issued to increase open purchase orders.

The Purchasing Agent has the right to reject any open purchase order requests to ensure compliance with procurement laws. Departments that do not manage open purchase orders may be disqualified from utilizing this process.

Purchase Authorization

Each department must furnish the Purchasing Agent with a list, if other than the elected or appointed official, of employees authorized to sign a requisition for purchase. It is the department's responsibility to insure that all authorized personnel have read and understand the policies and procedures of this manual.

The Requisitioning Process

Requisitioning is the formal request for a purchase to be made. It is the first step after the need for goods or services is recognized. The user department's purchase requisition authorizes the purchasing office to enter into a contract with a vendor to purchase goods or services.

Purchase requisitions should fully describe to the purchasing office what to buy, when it is required, and where the goods are to be delivered or the services to be performed. Counties should establish a system where adequate budget funds are encumbered first and then precede with the purchase of the requested goods and services.

After the purchasing office receives a purchase requisition, it determines the appropriate purchasing procedures based on the cost of the purchase, the goods and services to be purchased, the existing contracts for goods and services and other relevant factors.

A requisition must be submitted to the Purchasing Department for any supplies, parts, repairs or other purchases to be made. *Requisitions must be submitted electronically; unless in an emergency situation.* The Purchasing Agent or designee will review and approve all requisitions for budgetary compliance before issuing a purchase order. The issuance of a purchase order will encumber available funds and provide budgetary control.

Items that are currently not bid items are subject to the procurement of three price quotes prior to the issuance of a purchase order. (*See quotations section*).

All Smith County purchases must be authorized by the Purchasing Department with a purchase order number prior to any vendor order. Any purchase not following this procedure may be considered void and returned to the vendor.

Expediting Purchase Orders

In order to accomplish prompt receipt of materials as required by the County, the Purchasing Department shall:

- A. Review and process requisitions on a daily basis.
- B. Examine and expedite all orders past due.
- C. Follow up with past due orders via phone and/or email.

COMPETITIVE BIDDING PROCEDURES **Purchases Over the state statutory purchasing limit**

There are two primary types of solicited purchases - competitive bidding and competitive proposals. Competitive solicitation means letting available vendors compete with each other to provide goods or services. The requirements for these procedures are outlined in Section 262 of

the Texas Local Government Code and Chapter 2269 of the Government Code and applies only to contracts for which payment will be made from current funds.

1. ***Competitive sealed bidding*** is a transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding aims at obtaining goods and services at the lowest prices by stimulating competition, and by preventing favoritism. Competitive bids are not negotiated. With few exceptions, price is the sole determinant factor if the vendor's product or services meet the requirements of the specification.

The *Invitation for Bid (IFB)* method is the most preferred method of procuring goods and supplies. It is used when the requirement can be definitively described, is readily available, and is an off-the-shelf kind of requirement.

2. ***Competitive proposals***: The Texas Legislature added the ability for counties to utilize best value analysis for any type of procurement where price is not necessarily the most important factor and is determined to be in the best interest of the county. The Request for Proposal (RFP) method is used where the evaluation is made by established weighted evaluation factors. Request for Proposal procedures can be found in Texas Local Government Code Section 262.030. Any formal contract resulting from the RFP process must be reviewed by the Civil Division of the District Attorney's Office and approved by the Commissioners Court.

While the competitive proposal (RFP) process is similar to the competitive bidding (IFB) process, there are notable differences. The primary difference is that the RFP results in a negotiated procurement. Cost is not the only determining evaluation factor; however, its relative importance to other evaluation factors that must be specified in the RFP and considered in recommending award.

Procedures

Formal competitive bidding calls for formal approval by the commissioners court due to a required expenditure in excess of the state statutory purchasing limit. .

Notice to Purchasing Agent - The requisitioning party must furnish detailed specifications to the Purchasing Department in the form of a requisition, along with the budget authorization and recommended sources of suppliers (vendors), if known by the user.

Bid Notice - The bid/proposal advertisement, prepared by the Purchasing Department stating a brief description of the item(s), where the documents, plan, or specifications may be examined, the time and place for prior to the opening. Bid/Proposal openings must be at least fourteen days from the date of the first publication. Bid/Proposal requests shall be furnished to known suppliers and to any supplier requesting an opportunity to respond. Any vendor who fails to respond may be removed from the approved vendor list. Suppliers

may be added to the approved vendors list by submitting their request in writing or by completing a Vendor Application Form and returning to the Purchasing Department.

Pre-Bid Conference - Texas Local Government Code, section 262.0256 allows the commissioners court to require potential vendors to attend a mandatory pre-bid (preproposal) conference to discuss contract requirements and answer vendor questions. The Purchasing Agent works with the user department to determine if a pre-bid (pre-proposal) conference is necessary and whether attendance is mandatory or optional. The Purchasing Office manages any pre-bid (pre-proposal) conference and requests that the user department makes staff available to answer questions at the conference.

Receiving Competitive Sealed Bids - The below procedures will be followed when receiving competitive sealed bids in order to preclude any perception of favoritism or revealing bid prices or information.

1. Bids will be received by the Purchasing Agent and or designee in the Smith County Purchasing Department.
2. Bids will be stamped with the time and date received. The “Date Stamp Clock” in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department.
3. Bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid was received after the due date and time.
4. After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date. The bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the Purchasing Department in a public forum.
5. On occasion, bids that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the bid, particularly the price, were not reviewed and that the bid was again sealed by an employee of the Purchasing Department.
6. Bids may be submitted electronically online through the Smith County Website on the Purchasing Department Page by utilizing the applicable software and instructions. Bids submitted electronically must be submitted by the bid deadline – late submissions will not be accepted. The Purchasing Agent or designee will open the electronic bid portal at bid opening.

Public Bid Opening:

IFB: The Purchasing Agent publicly opens, reads aloud, and documents the bids at the date, time, and place specified in the notice. Preliminary tabulations are provided to the public upon request.

RFP: The Purchasing Agent publicly opens and documents sealed proposals at the date, time, and place specified in the notice. Only the names of vendors submitting proposals are announced. Proposals are opened to avoid disclosure of contents to competing proposers and are kept secret during the process of negotiation. All proposals that have been submitted are available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information contained in them. Disclosure of all information obtained from a vendor is subject to the provisions of the Texas Public Information Act.

No Responsive Bids Received

Texas Local Government Code § 262.0225(d): “A county that complies in good faith with the competitive bidding requirements of this chapter [Texas Local Government Code, Chapter 262, *entitled* Purchasing and Contracting Authority of Counties] and receives no responsive bids for an item may procure the item under Section 262.0245.”

Texas Local Government Code § 262.0245: This Section requires the county purchasing agent to adopt procedures that provide for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid.

Procedures to Follow

If the County has complied with the competitive bid process (Texas Local Government Code § 262.023) and no responsive bids were received, the Purchasing Department shall use the following procedures to satisfy the needs of the county.

1. The same specifications that were used in the initial formal bid process will generally be used to obtain quotes from vendors known to provide the needed goods or services.
2. Three (3) written price quotes for the item(s) and/or service(s) to be procured shall be obtained. If obtaining quotes from three (3) vendors is not possible, due to lack of competition or vendor interest, Purchasing will proceed to obtain as many quotes as possible.
3. The lowest and best quote shall be determined in the same manner as defined in the formal bid process for which no bids were received.

4. The requesting department shall include its recommendation of the lowest and best quote to the Purchasing Department. Purchasing will then review the quotes, terms and conditions, and requesting department recommendation. After review, Purchasing shall request placement of the request on the Commissioners Court agenda for consideration and approval. When approved by the Commissioners Court, the necessary purchase order will be issued.
5. This process may be continued for a twelve month period, subject to the following conditions:
 - a. New price quotes shall be obtained every three (3) months at a minimum. Increases in price during the 12 month period of more than 25% will be subject to additional approval by the Commissioners Court.
 - b. This process may be utilized for up to one (1) year after the competitive bid process resulted in no responsive bids. At the end of the one (1) year period, the item or service shall be rebid in accordance with Texas Local Government Code § 262.023.

CONTRACTS AND CONTRACT ADMINISTRATION

The user department will be responsible for monitoring and documenting contractor performance/compliance. All documentation of non-compliance must be shared with Purchasing. Documentation related to clarification of expected performance standards that are complied with after problem notification, need not be provided to the Purchasing Department. If poor performance or non-compliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract, but will consult the Civil Division of the District Attorney's Office before taking any steps toward suppression or termination of the contract. Before any letter, notices, or other communication related to termination or suspension are sent to the contractor, the contents of these should be reviewed by the Civil Division of the District Attorney's Office as the initial steps toward potential litigation. The Purchasing Agent shall be responsible to review contracts to ensure procurement compliance and negotiation terms only. All other contract language and its correctness including contract preparation is not the responsibility of the Purchasing Agent

Contract Modifications

It is the policy of Smith County that change orders, be processed through the Purchasing Department in accordance with requisition procedures. The total contract price may not be increased unless the cost of the change can be paid from current and available funds. **All contract modifications and change orders must be approved by the Smith County Commissioners Court.**

PURCHASING PROFESSIONAL SERVICES

The two (2) principal laws with which the Purchasing Agent must comply when procuring professional services are the Professional Services Procurement Act and the County Purchasing Act.

There are two (2) kinds of professional services:

1. Those professional services specifically defined under the Professional Services Procurement Act; and
2. Those “other” professional services that are not specifically defined under either the Professional Services Procurement Act or the County Purchasing Act and which must be obtained in compliance with the County Purchasing Act. The Purchasing Agent must rely on court cases and Attorney General Opinions to determine what services are included in these “other” professional services.

Request for Qualifications (RFQ) - To ensure vendors a fair and equal opportunity to do business with Smith County, and to ensure that the services of the most qualified professional are obtained; professional services should be purchased by using the Request for Qualifications (RFQ) process, unless otherwise exempted by commissioners court. Any exemption situations will be submitted to the commissioners’ court by the Purchasing Agent for approval. Contracts for the procurement of these professional services may not be awarded on the basis of bids. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

Procedures for the Request for Qualifications process will be followed as outlined in Chapter 2254 of the Texas Government Code.

Proposals are opened to avoid disclosure of contents to competing proposers and are kept secret during the process of negotiation. All proposals that have been submitted are available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information.

Confidentiality Memorandum - The Purchasing Office uses a confidentiality memorandum to ensure compliance with the ethics policy related to keeping proprietary information confidential. Before the evaluation of confidential proposals, the Purchasing Office sends a memorandum to evaluation committee members for signature. The memorandum contains requirements to keep information confidential until the commissioners’ court approves an award. The evaluation committee members are expected to adhere to this memorandum during the competitive process.

Evaluation and Negotiation - The Purchasing Office supervises the evaluation/negotiation process or committee to ensure that the evaluation is conducted fairly and that the integrity of the process is maintained.

If, as a result of an RFQ, Smith County enters into contracts with more than one (1) qualified professional so that there are several professionals under contract to provide services as needed, thereby creating a pool of professionals, then the user department must ensure that an RFQ is distributed at least once every five (5) years to allow newly qualified professionals may be added to the pool.

SOLE SOURCE GOODS AND SERVICES

Sole source goods and services require a statement from the Purchasing Agent as to the existence of only one source, and specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for consideration and approval by the commissioners' court and must be reflected on the agenda of the meeting of the commissioners' court. Sole source purchasing and procedures are outlined in Section 262.024 of the Texas Local Government Code.

SMITH COUNTY LEASE POLICY

It is the policy of Smith County to consider lease options for capital assets (vehicles & large equipment) for the Smith County Sheriff's Department and/or the Smith County Road & Bridge Department only. Any departments requesting capital assets should get a proper written quote from the Smith County Purchasing Director or designee to attach to budget request documents to ensure proper funding of said request.

(Policy adopted by the Smith County Commissioners Court 11/09)

INVENTORY & DISPOSITION

Per V.T.C.A., Local Government Code Sec. 262.011(l), "On July 1, of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the County" § **263.152. Disposition: The Commissioners Court of a county may:**

- (1) Periodically sell the county's surplus or salvage property by **competitive bid or auction**, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;
- (2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;
- (3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

- (4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:
- a. undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;
 - b. the donation serves a public purpose; and
 - c. the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

When property is determined to be surplus/salvage, is no longer needed, is in unusable or unsafe condition, it shall be disposed of as outlined below.

Items purchased by Federal Funds or Grant Funds shall be handled in accordance with their respective regulations.

Disposal of county property by donation to civic or charitable organization requires a determination by the Commissioners Court pursuant to Texas Local Government Code § 263.152(a)(4). Such disposal will require a Commissioners Court order making the specific findings outlined in Texas Local Government Code § 263.152(a)(4). Departments desiring to donate county property shall coordinate with the Purchasing Department and the Civil Division of the District Attorney's Office.

The originating department must follow the following procedure:

- A. Originator must complete a Smith County Inventory Form and send original form to the Purchasing Department for processing.
- B. Purchasing Agent or designee will inspect the property and will make a determination on the nature of the surplus property.
- C. On the recommendation of the Purchasing Agency, the Commissioners Court, by approval, may declare the property surplus and no longer needed by the county and authorize disposal of the property. D. Disposal will be as follows:
 1. Inventory tags will be removed (by purchasing prior to auction) and a list will be given to the County Auditor.
 2. Property will be turned over to an approved auctioneer. The auctioneer will be responsible for following established State of Texas law for the advertisement, soliciting and bidding of property.
 3. Auctioneer will auction the property after publication, as per law.

- A. All sales will be handled by the giving of a check or cashier's check. All proceeds will be given to the County and deposited in the General Fund with the giving and receiving of receipts thereof.
- B. Trade-Ins, items that are beyond repair, no longer of use, or surplus may be traded-in on more useful like items, with approval of Commissioners' Court.
 - 1. Originator must complete a Smith County Inventory Form and send the original form to the Purchasing Department for processing.
 - 2. Commissioner's Court must authorize the trade-in, prior to trade-in.
 - 3. In all cases where property is declared surplus, property shall be removed from County Inventory by the purchasing Department. *Since title to all personal property is vested to Smith County, no property may be sold, traded, or disposed of without commissioners court action, with the following exceptions:*
 - a. Scrap building materials,
 - b. Parts of equipment that cannot be used or identified. In such cases, the Purchasing Agent shall inspect the personal property and declare them scrap, making a written notation for the record of the nature of the item(s), the reason for scraping, and the date of disposal. Such records shall be kept for at least three years.

Relocation of Furniture and Equipment

The moving of county inventory must be coordinated with the Purchasing Department. Each department must complete a Smith County Inventory Form (*forms located on county's intranet*) and Submit the original form to the Purchasing Department for processing. The Purchasing Department will review the items requested to be re-located and will verify a time and date for said items to be moved within two weeks from the original date of request. (Please note Purchasing has to get aid from other departments to get furniture re-located)

The Purchasing Department is not responsible for assembly or the disassembly of furniture, equipment, etc. All items must be cleared away from the property to be moved.

All requests to move computer equipment and/or peripherals must be approved and coordinated by the IT Department.

VENDOR REGISTRATION

In an effort to provide a fair place for all vendors to do business and to protect our elected officials, Smith County has a no contact clause. It is Smith County's policy that all vendors interested in doing business with the county *must* first register with the Smith County Purchasing Director or designee prior to contacting/meeting with any elected official, department head or employee of

Smith County. Vendor Registration can be done through utilization of the county's website and/or contacting the Smith County Purchasing Department directly.

VENDOR RELATIONS

It is Smith County's policy to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all of our dealings. At all times, applicable laws must be scrupulously observed. In this regard, the following should be observed when dealing with suppliers and/or their representatives:

- A. To accord prompt and courteous reception, as well as fair and equal treatment, to all suppliers and their representatives,
- B. Provide equal opportunity for all suppliers to offer price quotes and products,
- C. Guarantee the confidentiality of all price quotations made by vendors,
- D. Explain as clearly and fully as possible to suppliers the reason for any rejection of prices and/or quotes provided,
- E. Remain scrupulously free from obligations to any supplier,
- F. Keep informed about sources of supply, current methods, services, and material; encourage their testing of new product samples,
- G. If, for any reason, one vendor is permitted to re-quote, his competitors will be given the same opportunity. Re-quoting should be restricted to an absolute minimum.

The Purchasing Director and Purchasing Department Personnel deal with vendors on a continuous basis. It is important that information be recorded about specific performance of all vendors.

The Purchasing Department welcomes any useful and constructive evaluations from departments. This information will be useful for the Purchasing Department to monitor and effectively stimulate vendor activities and performance.

The Vendor Performance Evaluation form is available in the Purchasing Department.

DEBARMENT AND SUSPENSION

In an effort to provide assurance to the Federal Government that the State of Texas and its sub recipients comply with Federal Executive Order 12549, 44 CFR § 13.35 ("Sub-awards to debarred and suspended parties"), and the Texas Uniform Grant Management System (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program sub-recipients (to include all programs administered by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

The Excluded Parties Listing Systems (EPLS) is an electronic database of parties excluded from federal procurement and non-procurement programs and is located at <https://www.SAM.Gov>. The EPLS identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

Authority

Executive Order 12549 – Debarment and Suspension

Policy

Prior to procuring or entering into contract(s) for any goods/services, the sub-recipient must check debarment status of the vendor using the EPLS system (<https://www.SAM.Gov>) and document that verification has occurred. This policy applies to the procurement of all goods or services regardless of unit price or quantity.

All purchases with grant Funds shall comply with the rules, standards, or procedures as required by the granting agency. These requirements will include but not limited to adherence to Uniform Grant management Standards, Code of Federal Regulations, Single Audit Act, Texas Homeland Security State Administrative Information Bulletins and any other applicable regulations specific to any and all grant funding awarded to Smith County.

Purchases requested from grant funds must include the following information on the requisition from the requesting department:

- ✓ Grant Name & Fund Number
- ✓ Vendor Debarment Information
- ✓ Verifiable documentation for all purchases approved by the Commissioners Court

The Purchasing Agent and or designee should seek approval from the County Grant Administrator prior to authorizing and purchases from grant funds.

OFFICIAL REPRESENTATIVE

The County Purchasing Agent or designee shall verify the debarment status of all vendors prior to utilizing Homeland Security Grant Funds, using the EPLS system ([SAM.gov](https://www.SAM.gov)).

Procedure

- Go to the EPLS Website (<https://www.SAM.Gov>).
- The County Purchaser or their agent will search the EPLS system for the vendor.
- If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
- If the vendor is found not to be debarred, print the screen page and retain with the procurement documentation.

- A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.

SAA Monitoring

During monitoring and reviews, sub-recipients must be able to provide proof of a written policy requiring verification of debarment status. Records of vendors verified should be retained for audit purposes (maintain a copy of the screen print verification from the EPLS website) throughout the record retention period for the particular grant. Status will be checked www.SAM.gov

CERTIFICATE OF INTERESTED PARTIES

(Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity* unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

1. When an apparent Awardee has been identified, the Buyer must contact them immediately and request Form 1295. Awardee must return completed, notarized form, to purchasing within 10 days of request.
2. Unsuccessful bidders are not required to complete Form 1295.
3. The Awardee must place the Smith County Contract Number on Form 1295, in line #3.
4. Prior to Commissioners' Court approval buyer must acknowledge on the TEC website, the receipt of the correctly completed Form 1295.
5. Renewals are also part of this process. Each renewal, change order, contract alteration, modification, etc. will require a new form from the Vendor.

The Purchasing Agent will not be responsible to retrieve Vendor Form 1295 for any contracts, renewals, leases that were not processed through the Purchasing Office.

*Business Entity does not include another governmental entity.

CONFLICT OF INTEREST DISCLOSURE

Chapter 176 of the Texas Local Government Code requires the filing of Conflict of Interest Questionnaires by certain individuals and businesses.

The Questionnaires require disclosures describing certain business and gift giving relationships, if any; the filers may have with the commissioners' court members, the purchasing agent and other elected/appointed officials.

The Law applies to:

- Businesses and individuals who contract with the county
- Businesses and individuals who seek to contract with the County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their dealings with the County

Compliance is the responsibility of the individual, business and agent who is subject to the law's filing requirements

All Conflict of Interest Questionnaires must be filed with the Smith County Clerk.

CODE OF ETHICS Policy

It is the policy of Smith County that the following ethical principles will govern the conduct of every employee involved directly or indirectly in the County procurement process.

Responsibility to County

Employees will avoid any activities that would compromise or give the perception of compromising the best interest of Smith County. Employees will not use confidential proprietary information for actual or anticipated personal gain.

Conflict of Interest

Employees will avoid any activity that would create a conflict between personal interests and the interest of Smith County. Conflicts exists in any relationship where an employee is not acting in the County's best interest and may be acting in their own best interests or the interests of someone associated with them.

Such conflicts of interest would include being involved in any procurement activity in which:

- The employee or any member of the employee's family has any financial interest pertaining to the Smith County procurement process;
- A business or organization in which the employee, or any member of the employee's family, has a financial interest pertaining to the Smith County procurement process; or
- Any other person, business, or organization with whom the employee or member of the employee's family is negotiating or has any arrangement concerning prospective employment.

If any such conflicts of interest exist, the employee will immediately notify the Purchasing Director in writing and will remove himself/herself from the Smith County procurement process.

Perception

Employees will avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.

Gratuities

Employees will never solicit or accept money, loans, gifts, favors, or anything of value, from present or potential vendors which might influence or appear to influence any purchasing decision. If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Purchasing Director for interpretation.

Subcontractor(s)

It shall be a breach for any payment, gratuity or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Smith County, or any person associated therewith, as an inducement for the award of a subcontract to order.

Confidential Information

It shall be a breach of ethics for any employee or former employee of Smith County knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.

CREDIT CARD POLICY

Authority:

Texas Local Government Code § 262.015 (o) allows the Purchasing Agent to establish the credit card rules (subject to Commissioners Court approval) as follows:

(o) The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioner's court. Notwithstanding Subsection (f) or other law, rules and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent.

(f) A purchase made by the county purchasing agent shall be paid for by a warrant drawn by the county auditor on funds in the county treasury in the manner provided by law. The county auditor may not draw and the county treasurer may not honor a warrant for a purchase unless the purchase is made by the county purchasing agent or on competitive bid as provided by law.

Purpose:

The purpose of this policy is to establish procedures for the use of County Credit Cards. This policy is being established in order to provide immediate access to goods and/or services and basic travel registration. All Credit Card purchases shall adhere to all purchasing statutes, rules, policies and procedures when using the card. The use of a credit card does not automatically exempt a governmental agency or its officers or its employees from any purchasing requirements of state law.

- The Credit Card is provided and utilized to make basic travel registration, and small or spot purchases of business related goods and services.
- All Credit Card purchases must follow Smith County's Procurement Policies and appropriate encumbrances must be made prior to the utilization of any credit card purchases to ensure adequate funds are available.
- All Smith County Credit Cards shall remain in the safe and checked out as needed by the Smith County Purchasing Director or its designee.
- Smith County Credit purchases should be made only when there are specific situations of need and/or the vendor does not direct bill.

Unauthorized Credit Card Use:

Smith County may not use a credit card and may not reimburse and officer or employee for use of said credit card for the following:

- A purchase of a personal nature or any other purchase not connected with county business.
- A cash advance.
- Charges for entertainment.
- Purchases made in attempt to bypass the normal purchasing policy.
- A purchase that violates any provision of state law or Smith County's Procurement Policies and Procedures.
- Under "NO" circumstances should an authorized credit card user allow another person to use the county credit cards either by physically having the card in their possession or by giving a card number to another individual or vendor so as to allow someone other than the designated cardholder to use the card.

Any person(s) who makes unauthorized purchases, carelessly uses the card, or fails to turn in the appropriate documentation in a timely manner, will be liable for the total dollar amount of such unauthorized purchases, plus any administrative fee charged by the bank in connection with misuse.

Responsibilities

- Ensure sales tax is not charged at time of purchase.
- Ensure appropriate encumbrances are made with the issuance of a purchase order prior to the utilization of any credit card purchases.
- When a charge is made, documentation shall be retained as proof of purchase.
- Hotel rooms will NOT be charged on the Credit Card; they will only be reserved. It is the responsibility of the department to request a check from the County Auditor for the amount of the hotel room, prior to the conference.
- If a county employee requests Purchasing Personnel to reserve a hotel room, airline ticket, or rental car; **it is the responsibility of said employee to cancel reservations in the event the trip is cancelled or they are unable to attend.**
- Personal charges on hotel bills should be paid for at checkout time by the employee and not charged to the county credit card.
- It is the card holder's responsibility to take reasonable steps to ensure that proper safeguards are maintained of the card, account number, personal identification number, electronic serial number, or mobile identification number from unauthorized disclosure.

Payment

At the end of each billing cycle, all statements with accompanying purchase orders shall be sent to the Auditor's Office for processing.

Confidentiality of Credit Card Numbers

Pursuant to Texas Government Code § 552.136, the County credit card number shall remain confidential. Information that is confidential pursuant to the above statute is information containing:

A card, plate, code, account number, personal identification number, electronic serial number, mobile identification number, or other telecommunications service, equipment, or instrument identifier or means of account access that alone or in conjunction with another access device may be used to:

- (1) obtain money, goods, services, or another thing of value; or
- (2) initiate a transfer of funds other than a transfer originated solely by paper instrument.

A credit card, debit card, charge card, or access device number that is collected, assembled, or maintained by or for a governmental body is confidential and such information shall be redacted from any information disclosed pursuant to the Texas Public Information Act, Texas Government Code, Chapter 552. (Texas Government Code § 552.136)

Smith County Environmental/Sustainable Procurement Policy

(adopted by Smith County Commissioner's Court 5/14/2019)

Recycled and energy consumptive materials, life cycle costing and environmental procurement should be factors in purchasing decisions for goods and services for Smith County.

The purpose of this policy is to encourage and enable all county employees and elected officials involved with the procurement of goods and services to use environmental responsibility as a factor in their purchasing decisions. Guidelines shall be established governing the review and approval of specifications for the procurement of selected materials based on considerations of recycling, energy conservation, life cycle costing and other environmental considerations.

Environmental/Sustainable Procurement Policy

This Sustainable Purchasing Policy, hereinafter referred to as Policy, has been established to ensure the consideration of procurement of products and services that reduce the consumption of resources and the production of waste, minimize adverse health effects and reduce costs to the County.

The principles of the Policy are based upon resource efficiency, life cycle perspective, and pollution prevention.

- Resource efficiency incorporates preference to reusable content and recycled materials over virgin materials, as well as energy and water conservation.
- Life cycle perspective considers the environmental impact of a product or service over its lifetime (raw material extraction, manufacturing, packaging, transport, energy consumption, maintenance and disposal).
- Pollution prevention incorporates processes and practices that prevent the creation of pollution and wastes, rather than managing these after they have been created.

The Policy requires the County to:

1. Strongly promote and enable the purchase and use of materials, products and services that are fiscally responsible, reduce resource consumption and waste, promote local business opportunities, and promote human health and well-being.
2. Minimize the consumption of non-replaceable natural resources by reviewing current and proposed future usage and evaluating the pros and cons of alternatives.
3. Maximize the reuse and recycling of materials.
4. Reduce waste in the manufacturing, use, and packaging of products.
5. Consider the energy usage/cost of operating equipment prior to purchase.
6. Specify items that can be recycled or used.
7. Consider factors that provide other environmental and health benefits in purchasing decisions.

Procedures and Guidelines may be established as necessary to ensure the continuation of a viable and strong Sustainable Procurement Program.

APPENDIX

VENDOR PERFORMANCE EVALUATION FORM

The Vendor Performance Evaluation Form can be filled out by any employee of Smith County to inform the Purchasing Department of vendor performance. This form must be filled out completely and returned to the Purchasing Department as soon as possible after the occurrence. Be specific as possible to describe the occurrence, good or bad. Please photocopy this form and keep a copy for your records.

Date: _____

Employee's Name: _____

Office/Department: _____

Company Name: _____

Sales Representatives Name: _____

Occurrence:

Signature of Employee

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/13/26	Submitted by: Don Bell
Meeting Date: 2/24/26	Department: Information Technology
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: ESD1 Third Party Data Access Agreement	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the 3rd Party Data Access Agreement between the Lindale Volunteer Fire Department and Smith County to provide Spillman Hosting Services and authorize the County Judge to sign all related documentation.	
Background: The Lindale Volunteer Fire Department has requested access to Spillman for the Fire Module and will be connecting to our agency server and network to access Data. Dispatch will now have more visibility to dispatch fire calls for ESD1.	
Financial and Operational Impact: Soft ongoing costs for support from the SO and IT	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: dbell@smith-county.com	Email:
Name: rlaney@smith-county.com	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 3rd Party Data Access Agreement



SMITH COUNTY INFORMATION TECHNOLOGY – REV 071525

DON BELL, CIO O: 903-590-4660 EMAIL: DBELL@SMITH-COUNTY.COM

1. Parties Involved

- a. This Agreement is between County of Smith, a County of the State of Texas (the "County"), and (agency name) Lindale Volunteer Fire Department, a political subdivision of the State of Texas with its principal place of business at (address) 208 E. Hubbard St Lindale, TX 75771 (the "Third-Party").

2. Purpose and Scope

- a. The County grants the Third-Party access to the County infrastructure & software requested beginning on [02/05/2026] for the course of the term of the MOU (Memorandum of Understanding) between the County and Third-Party entity, for the purpose of accessing the following resources through a dedicated Virtual Private Network ("VPN") tunnel established by both the County and the Third-Party entity.
- b. The specific resources will be listed here, however if requirement changes are necessary then a new Agreement will be required to be filled out laying out the necessary access needed.
 - Access to [Spillman / Flex.]
- c. The required VPN settings for the established virtual tunnel will establish the required settings found in Appendix A.
- d. The Third-Party agrees to use the data solely for the purpose outlined in this Agreement and in compliance with all applicable laws and regulations.

3. Data Security and Confidentiality

- a. The Third-Party agrees to implement reasonable security measures to protect the data, including.
 - Encryption of data "At Rest" and "In Transit" while in the custody of the outside agency
 - Endpoint Protection deployed and active on all devices accessing the county software or infrastructure

- Strong Access Controls to systems using user specific accounts that are not shared
 - An Incident Response Plan should be maintained by the outside agency that would outline actions in the case of a security incident
 - Network Security Controls should be maintained on all firewalls, switches and routers
 - Patch Management & Vulnerability Management on servers and peripheral that are maintained and kept current with CJIS guidelines
 - Annual Security Awareness Training as required for government agency employees accessing Smith County software or infrastructure
 - Law Enforcement Third-Party must adhere to guidelines outlined by the current CJIS policy regarding technology and access
 - Multi-Factor Authentication is required for external agency access
- b. To the extent allowed by law, and subject to the Texas Public Information Act, the Third-Party agrees not to disclose any confidential Smith County data to any other third party without prior written consent from the County.
 - c. The Third-Party environment is to adhere to the necessary security controls to protect the County's data
 - d. The Third-Party acknowledges Smith County's data retention policy and may choose to retain data
 - e. The Third-Party acknowledges that software and system updates will be scheduled by Smith County IT monthly which may result in an outage for users
 - f. The County maintains a Cybersecurity Insurance Policy, but this is not extended to cover a security incident for an outside agency
 - g. The Third-Party has a Point of Contact (POC) that will request any technology support regarding the system from the Smith County Sheriff's Office or Smith County IT.

4. Data Ownership and Usage

- a. The County retains ownership of the data.
- b. The Third-Party agrees to return or destroy the data upon termination of this Agreement.
- c. The Third-Party is only permitted to use the data in accordance with required duties and obligations, any usage outside of these will cause the immediate termination of access.
- d. If the Third-Party plans to subcontract data processing activities, include provisions for managing sub-processor relationships the County is to be informed of this in writing.

5. Data Retention and Deletion

- a. The Third-Party shall retain the data for a period of ninety (90) days, or in accordance with standards promulgated by the Texas State Library and Archives Commission, as applicable.
- b. Upon termination of this Agreement, the Third-Party shall securely delete or return all copies of the data to the County.
- c. All VPN Tunnel access will be deleted immediately upon the termination of this agreement, from both sides.

6. Data Breach Notification

- a. In the event of a data breach, the Third-Party agrees to notify the County immediately and cooperate fully in any investigation.

7. Employee Validation and Terminations

- a. On a quarterly basis, the County personnel will reach out to a specific point of contact noted in Appendix B of this document so that the County is able to validate the Third-Party employee access is still required.
- b. The Third-Party shall notify the County of any employee terminations that had access to the environment within 48 hours of said termination.

8. Indemnification

- a. To the maximum extent allowed by law, the Third-Party agrees to indemnify and hold harmless the County from any claims, damages, or liabilities to the extent arising from the Third-Party's use or misuse of the data.

9. Compliance with Laws

- a. Both parties agree to comply with all applicable federal, state, and local laws and regulations, including but not limited to the Texas Public Information Act and any relevant data privacy laws.

10. Term and Termination

- a. This Agreement shall commence on [02/05/2026] and continue until terminated by either party with 15 days' written notice.
- b. Upon termination, the Third-Party shall return or destroy all copies of the data.
- c. Smith County reserves the right to terminate Third-Party access at any time if the Third-Party is not in compliance with the technical requirements of this agreement.

11. Auditing

- a. The County requires that the Third-Party provide necessary proof of the following documents in the form of an Executive Summary, which will be repeated on an annual basis during the life of this Agreement.
 - Penetration Testing

- List of Users currently active on the system

12. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, regarding the subject matter hereof.

Agency Name Lindale Volunteer Fire Department

Name: Jeremy Larue

Title: Fire Chief

Date: 02/05/2026

Signature: _____



Smith County

Name: _____

Title: County Judge _____

Date: _____

Signature: _____

Appendix A: Smitch County VPN Requirements

Customer Contact: (Name), (Telephone), (email)

ITEM	Smith County Settings	Client's Settings
VPN Hardware Make/Software Version	Palo Alto Firewall	Ubiquiti DreamMachine Pro Max
VPN Tunnel Endpoint IP	66.76.24.200	72.47.123.2

Phase 1 (IKE): (Pre-populated items are Smith County preferences-any changes will require approval)

ITEM	Smith County Settings	Client's Settings
Internet Key Exchange Version	IKEv2	IKEv2
Authentication Method	Pre-shared key via phone call (DO NOT DOCUMENT HERE)	Pre-shared key via phone call (DO NOT DOCUMENT HERE)
Encryption Algorithm (AES-GCM-256 preferred) AES-GCM-256, AES-256, AES-128	AES-GCM-256	AES-256
Hashing Algorithm (SHA-256 preferred) SHA-256, SHA-1	SHA-256	SHA256
IKEv2 only: PRF	SHA-256	SHA256
IKE Diffie-Helman Group	Group 21	Group 21
IKE Lifetime	86400 sec/24 hours	86400

Phase II (IPSEC): (Pre-populated items are Smith County preferences-any changes will require approval)

ITEM	Smith County Settings	Client's Settings
Negotiation Mode	Main	Main

Perfect Forward Secrecy	Enabled, Group 21	Changes the keys used to encrypt and decrypt information frequently and automatically. <ul style="list-style-type: none"> • UniFi gateways support PFS and can use different DH groups for Phase 1 (IKE) and Phase 2 (ESP). • PFS may not be supported on third-party gateways or the implementation is not compatible. • If the VPN does not establish or disconnects when using PFS, then we recommend disabling this feature.
IPSec SA Lifetime	28800/ 8 hours	28800
Encryption Algorithm (AES-GCM-256 preferred) AES-GCM-256, AES-256, AES-128	AES-GCM-256	AES-256
Hashing Algorithm (SHA-256 preferred) SHA-256, SHA-1	SHA-256	SHA256

Requested Connections:

Smith County Subnet(s)/All Traffic	Client Site IP Addresses/ Subnet
Example: 192.168.1.0/24	192.168.16.0/24

Appendix B: Point of Contact

Name	Title	Phone Number	Email
Jeremy LaRue	Fire Chief	903-806-5233	jarue@lindalevfd.com
Jordan Hicks Kevin Yochum	Captain LFD IT	903-266-0701 903-941-1970	jhicks@lindalevfd.com it@lindalevfd.com

14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/13/2026	Submitted by: Michelle Allcon
Meeting Date: 02/24/2026	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 a Facility Use Agreement between Smith County and Tyler Junior College for the May 2, 2026 election, 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-
Tyler Junior College Central Campus

This Agreement is made this 9th day of February, 2026, by and between Tyler Junior College (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 1400 E. 5th Street, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting May 2, 2026 (the "Events").

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

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

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

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

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

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

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)

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

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

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

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

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

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

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

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

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

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

each party reserves all rights in and to its own marks. To preserve the integrity, character and dignity of TJC and to maintain TJC's designs, trademarks, service marks, logo-graphics, and symbols and/or those designs, trademarks, service marks, logo-graphics and symbols which have become associated with TJC, User and all associated vendors must obtain written approval by the TJC Marketing, Media & Communications Department prior to use of TJC marks.

17. **NO WAIVER OF IMMUNITY OR DEFENSES:** THE PARTIES, AS INDEPENDENT POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS, CANNOT INDEMNIFY EACH OTHER FOR ANY CLAIMS, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES ARISING OUT OF THE SOLE OR PARTIAL NEGLIGENT OR INTENTIONAL ACT OR OMISSION BY THE OTHER. THE PARTIES AND AGREE THAT (SUBJECT TO ANY RIGHT TO IMMUNITY) EACH PARTY SHALL BE LIABLE ONLY FOR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, RELATED TO, OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACT OR OMISSIONS OF SUCH PARTY'S OWN RESPECTIVE OFFICIALS AND EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT. THE AGREEMENT DOES NOT EXTEND THE LIABILITY OF THE PARTIES. BY AGREEING TO THIS PROVISION, NEITHER PARTY WAIVES ANY IMMUNITY OR DEFENSES AVAILABLE TO IT AGAINST CLAIMS MADE BY THIRD PARTIES OR THE OTHER PARTY AND EACH PARTY EXPRESSLY RESERVES ALL RIGHTS TO IMMUNITY. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO WAIVE IMMUNITY IN ANY WAY NOR TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
18. **LIMITATIONS.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TYLER JUNIOR COLLEGE TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TYLER JUNIOR COLLEGE'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TYLER JUNIOR COLLEGE EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
19. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
20. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof, and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

**FACILITY
TYLER JUNIOR COLLEGE**

Signature:

Printed Name: Juan Mejia

Title: President & CEO

Date:

TJC Internal Review/Contracts: *Shelly Roberts*

Mailing Address:

P. O. Box 9020

Tyler, Texas 75711-9020

**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

15

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/13/2026	Submitted by: Michelle Allcon
Meeting Date: 02/24/2026	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 Tyler b. Tyler Junior College	
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 TYLER JUNIOR
COLLEGE FOR CONDUCTING A JOINT ELECTION**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this 24 day of February, 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 Junior College with the authorization of their respective governing bodies (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

W I T N E S S E T H

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

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

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

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

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

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a board of trustee member 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 cancellation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

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

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting both by personal appearance and by mail for **VOTING UNIT**;
16. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
17. Conduct Election Day voting;
18. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to the **VOTING UNIT** on Election Night to the fullest extent possible;
19. 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**;
20. **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);
21. Provide for retention and storage of election records as provided by law;
22. 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);
23. **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**;

24. 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. candidates' names and ballot order, measure wording, single member districts, special elections, etc.), will be provided to the Elections Administrator by the 68th 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** May 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. Notwithstanding the foregoing, **VOTING UNIT** does not waive its entitlement to immunity in any way by agreeing to this provision.

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 May 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 JUNIOR COLLEGE

c/o Dr. Juan Mejia, President and CEO
PO BOX 9020
Tyler, TX 75711

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 Junior College have caused this agreement to be effective as of the 24 day of February, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS COURT MEETING on the 24 day of February, 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 JUNIOR COLLEGE BOARD IN A MEETING on the 21st day of January, 2026 and executed by DAVID HUDSON, President of Board of Trustees, as the authorized representative of TYLER JUNIOR COLLEGE.

TYLER JUNIOR COLLEGE

BY: David Hudson
DAVID HUDSON, PRESIDENT OF BOARD OF TRUSTEES

ATTEST:

BY: Ellen Matthews
ELLEN MATTHEWS, SECRETARY TO THE BOARD

APPROVED:

BY: Leigh C. Porter
LEIGH C. PORTER, ATTORNEY FOR TYLER JUNIOR COLLEGE

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/17/2026	Submitted by: Frank Davis
Meeting Date: 02/24/2026	Department: Purchasing for R&B
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award Annual Bids for R&B	
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 award annual contracts for the following bids and authorize the County Judge to sign all related documentation. a. RB-15-26 Annual Contract for Roadway Striping b. RB-16-26 Annual Contract for Drainage Culverts c. RB-19-26 Annual Contract for Asphaltic Materials	
Background: All three of these contracts are annual contracts that are requested for a one (1) year term with a (1) year renewal option.	
Financial and Operational Impact: FY26 Budget	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name: Amber Niles	Email: aniles@smith-county.com
Name: Jordan Norris	Email: jnorris@smith-county.com
Name: Christina Haney	Email: chaney@smith-county.com

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

SUBMIT

Office Use Only
Agenda Item # _____

RB-16-26

Annual Contract for Drainage Culverts - Poly Pipes

Base Bid B - Corrugated Polyethylene Pipe (Smooth Interior Wall)		Hamilton Supply		Jones Supply & Mfg, LLC	
Description of Items	Quantity (LF)	Price per Foot	Total Price	Price per Foot	Total Price
15 in. polyethylene pipe	400	\$11.02	\$4,408.00	\$13.00	\$5,200.00
18 in. polyethylene pipe	400	\$14.77	\$5,908.00	\$18.00	\$7,200.00
24 in. polyethylene pipe	400	\$24.75	\$9,900.00	\$30.00	\$12,000.00
30 in. polyethylene pipe	200	\$35.15	\$7,030.00	\$38.00	\$7,600.00
36 in. polyethylene pipe	100	\$49.05	\$4,905.00	\$51.00	\$5,100.00
42 in. polyethylene pipe	40	\$62.08	\$2,483.20	\$72.00	\$2,880.00
48 in. polyethylene pipe	40	\$71.65	\$2,866.00	\$83.00	\$3,320.00
15 in. polyethylene coupling	1	\$16.52	\$16.52	\$58.58	\$58.58
18 in. polyethylene coupling	1	\$27.17	\$27.17	\$74.16	\$74.16
24 in. polyethylene coupling	1	\$39.71	\$39.71	\$111.58	\$111.58
30 in. polyethylene coupling	1	\$92.31	\$92.31	\$168.64	\$168.64
36 in. polyethylene coupling	1	\$128.45	\$128.45	\$177.80	\$177.80
42 in. polyethylene coupling	1	\$188.00	\$188.00	\$249.50	\$249.50
TOTAL BASE BID "B"			\$37,992.36		\$44,140.26

Base Bid B - Corrugated Polypropylene Pipe (Smooth Interior Wall)		Hamilton Supply		Apsco Supply	
Description of Items	Quantity (LF)	Price per Foot	Total Price	Price per Foot	Total Price
24 in. polypropylene pipe	100	\$39.13	\$3,913.00	N/A	\$0.00
30 in. polypropylene pipe	100	\$61.36	\$6,136.00	N/A	\$0.00
36 in. polypropylene pipe	100	\$67.35	\$6,735.00	N/A	\$0.00
42 in. polypropylene pipe	100	\$89.72	\$8,972.00	N/A	\$0.00
48 in. polypropylene pipe	100	\$114.46	\$11,446.00	N/A	\$0.00
54 in. polypropylene pipe	40	N/A	\$0.00	N/A	\$0.00
60 in. polypropylene pipe	40	\$138.88	\$5,555.20	N/A	\$0.00
TOTAL BASE BID "B"			\$42,757.20		\$0.00

RB-19-26
Annual Contract for Asphaltic Concrete Patching Material

	Texas Bit	
Base Bid "A" Asphaltic Concrete Patch Material BULK DELIVERY	\$175.00/ton	

1 bid received

Vendors

Primary	
----------------	--

Texas Bit
5509 Old Jacksonville Hwy
Tyler, TX 75703
Lance Phillips
903-561-1321
lance.phillips@texasbit.com

RB-15-26
Annual Contract for Roadway Striping

QUANTITY	ITEM DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
200,000	PAVEMENT MARKING (REFLECTIVE PAINT) (Equivalent to: TxDOT Item 666, Type II, 4 - inch, Yellow/White)	Linear Feet	\$0.35	\$70,000.00
200,000	PAVEMENT MARKING (REFLECTIVE PAINT) (Equivalent to: TxDOT Item 666, Type II, 6 - inch, Yellow/White)	Linear Feet	\$0.35	\$70,000.00
3,000	REFLECTIVE PAVEMENT MARKERS (Equivalent to: TxDOT Item 672, Type II-A-A)	Each	\$6.00	\$18,000.00
TOTAL BID				\$158,000.00

VENDOR: **Striping Technology, LP**
P.O. Box 4279
Tyler, TX 75712
Danny Long
903-595-6800
danny@st-lp.com

17

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/11/2026	Submitted by: Misty Green
Meeting Date: 2/24/2026	Department: County Auditor
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Modify County Pay Scale	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to modify the FY26 County Pay Scale to include Animal Control Dispatcher and authorize the County Judge to sign all related documentation.	
Background: Pay Range 159 Animal Control Dispatcher Step 1 \$37,440 Step 2 \$38,500 Step 3 \$39,700	
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: Misty Green	Email: mgreen@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

**Smith County Salary Plan - Adopted FY26
County Pay Scale
Effective 10/5/2025**

Position	Payroll Scale	Payroll Range
Animal Control Dispatcher	CO	159

FY26 Adopted Salary Plan		
STEP 1	STEP 2	STEP 3
\$ 37,440	\$ 38,500	\$ 39,700

Proposed

Approved by Commissioner's Court

Date

18

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/9/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - January 2026	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for January 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF JANUARY 2026 A.D. ACCEPTED
THE 24TH DAY OF FEBRUARY 2026 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



1-26
**COMMISSIONERS COURT
MINUTES
January 6, 2025**

On Tuesday, January 6, 2025, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner J Scott Herod – Precinct 3

V. PUBLIC COMMENT

Bradley Baker #8, and Dalila Reynoso #7

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve a resolution proclaiming January 2026, as “Cervical Health Awareness Month” in Smith County.
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner Ralph Caraway Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve a resolution supporting legislation to exempt Texas counties from the State Hotel Occupancy Tax.
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

FIRE MARSHAL'S OFFICE

3. Consider and take necessary action to enter into a Memorandum of Understanding (MOU) with the City of Whitehouse for weather radar services and agreements.
****PASSED ON****
4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to enter into a Memorandum of Understanding (MOU) with Tyler Junior College for facilitation of internship program.
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

SHERIFF'S OFFICE

5. Motion made by Commissioner Ralph Caraway Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Motorola APX Next Radios, HGAC RA-5-21 in the total amount of \$399,756.54 from Senate Bill 22 funds and authorize the County Judge to sign all necessary documentation.
Passed 4-0; Abstain: (None); Absent: (Commissioner John Moore – Precinct 2).

RECURRING BUSINESS

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

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

Commissioners Court recessed Open Session at 9:53 AM and went into Executive Session.

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

SECTION 551.071 CONSULTATION WITH ATTORNEY

8. Receive update and legal briefing regarding Baker & Co. Construction, LLC v. Smith County, Texas, Cause No. 23-0563-B/No. 12-24-00347-CV.

Commissioners Court closed Executive Session at 10:54 AM and reconvened Open Session.

ADJOURN: 10:54 AM

Meeting adjourned by County Judge Neal Franklin.

Date: 2/10/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for January 6, 2025.

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

2/10/26
Date



2-26
**COMMISSIONERS COURT
MINUTES
January 13, 2026**

On Tuesday, January 13, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

Dalila Reynoso #3

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a resolution proclaiming January 15, 2026, as "Jerry Benet Embry Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

2. Discuss, consider and take necessary action to determine next steps for the Budget Officer position.
No Action Necessary.

SHERIFF'S OFFICE

3. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to apply for the Sheriff Immigration Law Enforcement Grant program on behalf of the Sheriff's Office through the Secretary of State grant portal.
Passed 4-1; Abstain: (None); Absent: (None); Oppose: (1 Commissioner Ralph Caraway, Sr. – Precinct 4).
4. Consider and take necessary action to approve the Sheriff's Office Detention Officer, one time exception, request to increase pay by \$6,991, based on the level of experience.
****PASSED ON****
5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Sheriff's Office Bookkeeper, one time exception, request to increase pay by \$16,247, based on the level of experience.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Chrstina Drewry – Precinct 1 to authorize the county judge to sign the:
 - a. Final Plat for Piney Acres, Precinct 2,
 - b. Re-Plat for the Cumberland Ridge Subdivision, Unit VI, Block 20, Lots 26-28, Precinct 1, and
 - c. Final Plat for the Magnolia Meadows Subdivision, Precinct 1.*Passed 5-0; Abstain: (None); Absent: (None).*
7. Receive pipe and/or utility line installation request (notice only) for County Road 3118, West Gregg Special Utility District, install water meter, Precinct 3.
No Action Necessary.

COMMISSIONERS COURT

8. Receive monthly reports from Smith County departments.
No Action Necessary.

AUDITOR'S OFFICE

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 10:20AM

Meeting adjourned by County Judge Neal Franklin

Date: 2/10/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for January 13, 2026.

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

2/10/26
Date





3-26
**COMMISSIONERS COURT
MINUTES
January 20, 2026**

On Tuesday, January 20, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

County Judge Neal Franklin

V. PUBLIC COMMENT

Bob Brewer #3

OPEN SESSION: 9:30 AM

Agenda items 1 & 8 moved to after Executive Session

COURT ORDERS

EAST TEXAS AUTO THEFT TASK FORCE

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a Memorandum of Understanding (MOU) between Smith County, the East Texas Auto Theft Taskforce (ETATTF), and Smith County Criminal District Attorney's Office.
Passed 5-0; Abstain: (None); Absent: (None).

ELECTIONS

3. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve Facility Use Agreements between Smith County and the following locations for elections occurring in 2026 and authorize the county judge to sign all related documentation:

- a. Arp Community Center,
- b. Bethel Bible Church,
- c. Chapel Hill Fire Department,
- d. Cornerstone Church,
- e. Cross Brand Cowboy Church,
- f. First Christian Church,
- g. Flint Baptist Church,
- h. Garden Valley Baptist Church,
- i. Glass Recreation Center,
- j. Greater Life Church,
- k. Heritage Building,
- l. Hideaway Member Svc Building,
- m. Hill Creek Baptist Church,
- n. Lanes Chapel Methodist Church,
- o. Lindale Kenzie Community Center,
- p. New Harmony Baptist Church,
- q. Noonday Community Center,
- r. Shiloh Road Church of Christ,
- s. St. Louis Baptist Church,
- t. St. Violet Baptist Church,
- u. Starrville Church of the Living God,
- v. Tyler ISD: Bell, Clarkston, Jones, Three Lakes,
- w. Tyler Junior College – West Campus,
- x. Tyler Senior Center,
- y. Winona Community Center,
- z. Cameron J. Jarvis Library,
- aa. Old Tyler Airport, and
- ab. Rose Heights Church – Lindale.

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

FIRE MARSHAL'S OFFICE

4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to enter into a Memorandum of Understanding (MOU) between Smith County and The Park of East Texas for point of distribution locations and authorize the county judge to sign all related documentation.

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

RECURRING BUSINESS

COUNTY CLERK

5. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Commissioners Court minutes for December 2025.
Passed 5-0; Abstain: (None); Absent: (None).
6. Receive Commissioners Court recordings for December 2025.
No Action Necessary.

ROAD AND BRIDGE

7. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 47, Oncor Electric LLC, upgrade existing lines and poles, Precinct 4, and
 - b. County Road 489 and 490, Conterra Ultra Broadband, LLC, road bore to install fiber optic cable, Precinct 4.*No Action Necessary.*

Commissioners Court recessed Open Session at 9:50 AM and went into Executive Session.

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

551.071 CONSULTATION WITH ATTORNEY 551.074 PERSONNEL MATTERS

9. Deliberation and consultation with attorney regarding pending litigation in Case No. 2:25-cv-00585, Estate of Jonathan Layton, et al, vs. Smith County et al, in the United States District Court, Eastern District of Texas.
10. Deliberation and consultation regarding the appointment, employment, and duties of the Smith County Budget Officer and Budget Analyst.

Commissioners Court closed Executive Session at 11:56 AM and reconvened Open Session.

OPEN SESSION: 11:56AM

COURT ORDERS

INFORMATION TECHNOLOGY

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a three (3) year agreement with ClearGov, Inc. at the recurring annual cost of \$24,300 for budget software utilizing BuyBoard contract 692-23 and authorize the county judge to sign all related documentation.
Passed 4-1; Abstain: (None); Absent: (None); Oppose: (1 Commissioner Christina Drewry – Precinct 1).

AUDITOR'S OFFICE

8. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None); Oppose: (1 Commissioner Christina Drewry – Precinct 1 – IT Budget Transfer).

COMMISSIONERS COURT

11. Consider and take necessary action to approve an order abolishing the office of Smith County Budget Officer, pursuant to Texas Local Government Code, Section 111.062(b), and approve reclassification of the Budget Officer position to a Budget Analysts Position.
****PASSED ON****
12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize Human Resources to conduct a pre-employment background check to appoint a new Smith County Budget Officer or hire a Budget Analyst dependent upon the availability of the respective positions.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 12:22PM

Meeting adjourned by County Judge Neal Franklin.

Date: 2/10/24

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for January 20, 2026.

Karen Phillips
by Dawn Colclough

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

2/10/26

Date





4-26

**SUPPLEMENTAL
COMMISSIONERS COURT
MINUTES
January 29, 2026**

On Thursday, January 29, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Billy Johnson Flint Baptist Church

V. PUBLIC COMMENT

Tom Fabry #5&6

*Pursuant to Texas Government Code, §§ 551.0411(b) & .045(a), the Smith County Commissioners Court was prevented from convening during its regularly posted time on Tuesday, January 27th at 9:30 a.m. due to the extended Winter Storm. Therefore, this Supplemental Commissioners Court Agenda is to provide notice of additional agenda items (Items Numbers 1 and 2), and that the Smith County Commissioners Court is convening not more than 72 hours after the originally posted meeting date and time.

OPEN SESSION: 9:30 AM

***PRESENTATION* - Pursuant to Texas Government Code, §551.045(a) the following item was added to address the Declared Disaster and Winter Storm.**

1. Receive update from Smith County Emergency Management Coordinator, Brandon Moore on the Winter Storm.
No Action Necessary.

COURT ORDER

COMMISSIONERS COURT – Pursuant to Texas Government Code, §551.045(a) the following item was added to address the Declared Disaster and Winter Storm.

2. Consider and take any necessary action regarding the January 23, 2026, Declared Disaster and Winter Storm.
****PASSED ON****

RESOLUTION

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming January 31, 2026, as “Alpha Kappa Alpha Sorority, Inc. Founders’ Day” in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATIONS

4. Presentation of employee recognition, longevity certificates, and service pins.
No Action Necessary.
5. Receive report on Road and Bridge Phase 1 Bond.
No Action Necessary.

COURT ORDERS

PURCHASING

6. 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.
****PASSED ON****
7. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
 - a. RB-01-26 - Road Improvements to CR 129 (CR 113 to US 69),
 - b. RB-02-26 - FY26 Seal Coat Program,
 - c. RB-03-26 - Road Improvements to CR 452 (US 69 to FM 2710),
 - d. RB-04-26 - Road Improvements to CR 1143 & CR 1145,
 - e. RB-05-26 - Road Improvements to CR 334 (US 271 to FM 2015),
 - f. RB-06-26 - Road Improvements to CR 471 (US 69 to SH 110) & CR 433 (CR 471 to SH 110),
 - g. RB-07-26 - Road Improvements to CR 1139 (SPUR 364 to Dead End),
 - h. RB-08-26 - Road Improvements to CR 1130, CR 1127 & CR 1141, and
 - i. RB-09-26 - Road Improvements to CR 1354.*Passed 5-0; Abstain: (None); Absent: (None).*

COMMISSIONERS COURT

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reappoint Alejandro Gauna as the Smith County representative to serve on the Northeast Texas Regional Mobility Authority (NET RMA) Board of Directors, for a two-year term beginning February 2, 2026, and ending February 1, 2028.
Passed 5-0; Abstain: (None); Absent: (None).
9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to appoint a Smith County Budget Officer, pursuant to Texas Local Government Code, Section 111.062.
Appointed: Timothy Hollis
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

10. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the purchase of a Distributed Antenna System (DAS) for the courthouse from DataVox, Inc. utilizing TIPS Cooperative Purchasing Program, contract # 230105, in the amount of \$160,557.18 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the following projects and purchases related to the Capital Improvements Plan for Technology Projects totaling \$943,000.00 and authorize the county judge to sign all related documentation:
 - a. Server and Supporting Infrastructure for the Emergency Operations Center - \$175,000,
 - b. Network Switch Enhancement / Replacements - \$143,000,
 - c. Wireless Access Point Replacements - \$110,000, and
 - d. Peripheral Replacements - \$515,000.*Passed 5-0; Abstain: (None); Absent: (None).*

ROAD AND BRIDGE

12. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the revised cost of Hot Mix Asphalt, Type D on Exhibit A of the Interlocal Agreement between the City of Winona and Smith County from \$88.00 to \$103.00.
Passed 5-0; Abstain: (None); Absent: (None).

321ST DISTRICT COURT

13. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a contract with Reann Stewart for legal services for indigent parents and/or individuals for the 321st District Court, pursuant to Texas Family Code, Chapter 107, Subchapter A, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

ROAD AND BRIDGE

- 14. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 2175 and 2197, Metronet, install fiber optic cable, Precinct 2,
 - b. County Road 3183, Oncor Electric, LLC, aerial work on power poles, Precinct 4,
 - c. County Road 431, Metronet, install fiber optic cable, Precinct 3, and
 - d. County Roads 471, 427, 489, 1138, 490, 429, 493 and 468, Metronet, install fiber optic cable, Precinct 3.

No Action Necessary.

TREASURER'S OFFICE

- 15. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the Treasurer's December monthly report as received.

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

AUDITOR'S OFFICE

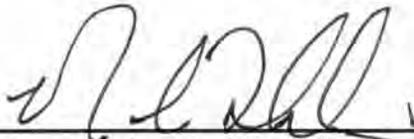
- 16. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

ADJOURN: 10:54AM

Meeting adjourned by County Judge Neal Franklin.

Date: 2/10/26

Approved: 
 County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for January 29, 2026.

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

2/10/26
 Date



19

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/9/2026	Submitted by: Jennafer Bell
Meeting Date: 2/24/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - January 2026	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court recordings for January 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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 # _____

20

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/09/2026	Submitted by: KAREN NELSON
Meeting Date: 02/24/2026	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. Re-Plat for Blue Ridge Estates Phase Two, Lot 52, Precinct 1, b. Final Plat for the Hamilton Subdivision, No. 2, Precinct 2, c. Final Plat for Burkett Estates, Precinct 1; and d. Final Plat for the Cole, Prewitt and Rudisill Addition Phase 2, Precinct 1	
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 # _____



Subdivision Name: Blue Ridge Estates

Adjacent Road: CR 180

Developer: Daniel Murray Phone: 951-317-2346

email: DJMURRAY@GMAIL.COM Fax: _____

Surveyor: CAYTON HAMILTON Phone: 903-721-3035

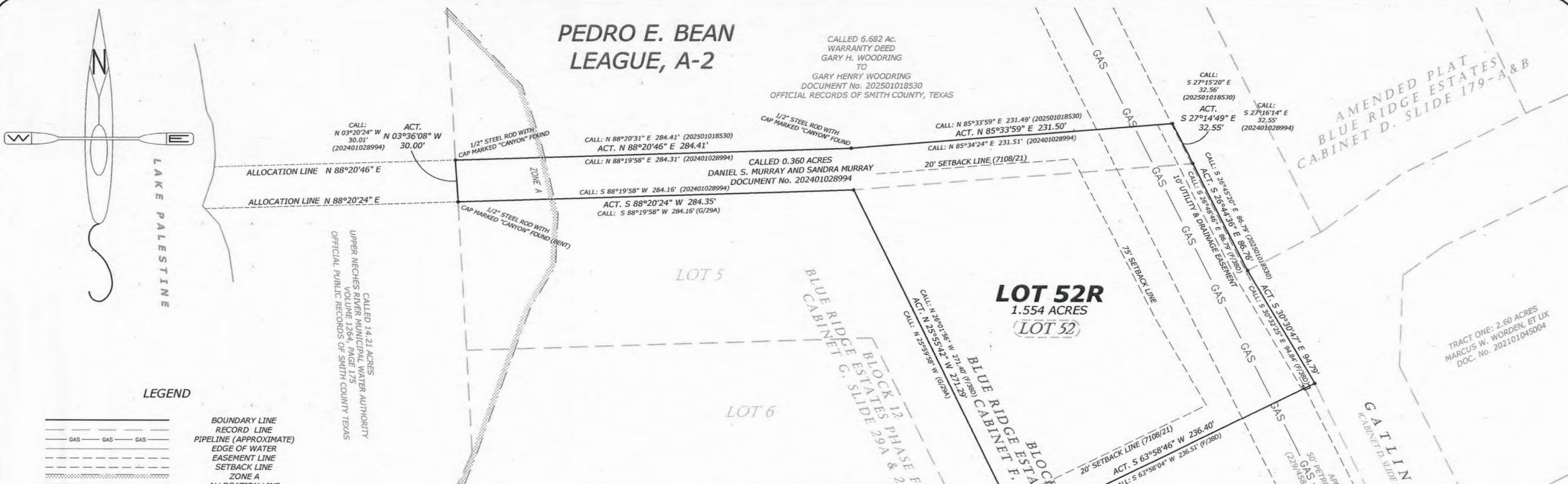
email: _____ Fax: _____

Roadway Length: _____ ft. (centerline)

Item	Date and Initial when received			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	S.B. ✓ 2-4-26		
	Plat Fee	\$25 S.B. ✓ 2-4-26	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	S.B. ✓ 2-4-26		
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below		
	Tax Certificate	S.B. ✓ 2-4-26		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100	
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

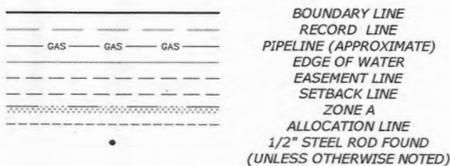
Notes: ✓ Increase lot(s) – RTS ENVIRON. letter “NOT” required
 Decrease lot(s) – RTS ENVIRON. letter “IS” required

PEDRO E. BEAN LEAGUE, A-2



DRAFT

LEGEND



THE BEARINGS HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM 1938, TEXAS NORTH CENTRAL, ZONE (4202), NAD 83.



OWNERS:
DANIEL S. MURRAY AND SANDRA L. MURRAY
21156 GATLINBURG ROAD, BULLARD, TX, 75757

LIENHOLDER:
CROSS KEYS BANK

SURVEYORS NOTES:

- 1) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 2) EASEMENTS LISTED HEREIN ARE LIMITED TO THOSE PROVIDED, (NONE PROVIDED), THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS.
- 3) BY GEOGRAPHIC PLOTTING, A PORTION OF LOT 52R IS LOCATED INSIDE ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0470C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) APPROXIMATE LOCATION OF PIPELINE, SHOWN BETWEEN MARKERS PLACED BY OTHERS, ACTUAL LOCATION NOT KNOWN BY THIS SURVEYOR.

SURVEYOR'S STATEMENT

I, CANYON HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF DECEMBER 2025.

GIVEN UNDER MY HAND & SEAL, THIS THE 4TH DAY OF FEBRUARY 2026.

CANYON HAMILTON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6807

PREPARED BY:

CANYON
LAND SURVEYING, LLC
8720 U.S. HIGHWAY 79 W
JACKSONVILLE, TEXAS 75766
(903) 721-3035
TBPELS FIRM REGISTRATION No. 10194569



"NOTICE - SELLING A PORTION OF THIS SUBDIVISION BY METES AND BOUNDS IS A VIOLATION OF CITY, COUNTY, STATE AND FEDERAL LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF TAXES AND EASEMENTS."

NOTE - IT IS THE PRIMA FACIE RESPONSIBILITY OF THE BUYER TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

NOTE - A 10' UTILITY AND DRAINAGE EASEMENT IS RESERVED ALONG THE FRONT OF ALL LOTS.

ALL DRAINAGE EASEMENTS ARE RESERVED AND THE SIDES OF THE ROAD ARE NEEDED.

NOTE - ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS.

NOTE - UNLESS THERE IS A VARIANCE GIVEN, THERE IS A 75' BUILDING SETBACK LINE ALONG THE FRONT OF LOT AND A 20' BUILDING SETBACK LINE ALONG SIDE OF LOT.

NOTE - ALLOCATION LINES AS SHOWN ON SURVEY OF 0.360 ACRE TRACT.

NOTE - THIS PLAT IS ALL OF THAT CERTAIN LOT 52, BLOCK 1, BLUE RIDGE ESTATES PHASE TWO, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN CABINET F, SLIDES 38-D & 39-A, OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED FROM SEAN TRAVIS PURYEAR AND WIFE, COURTNEY BROOKE PURYEAR TO DANIEL S. MURRAY AND SANDRA L. MURRAY, AS RECORDED IN DOCUMENT NO. 202401017090 OF THE OFFICIAL RECORDS OF SMITH COUNTY, TEXAS, AND ALL OF THAT CERTAIN CALLED 0.360 ACRES DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM GARY H. WOODRING TO DANIEL S. MURRAY AND SANDRA MURRAY, AS RECORDED IN DOCUMENT NO. 202401028994 OF THE OFFICIAL RECORDS OF SMITH COUNTY, TEXAS AND CREATES LOT 52R, BLOCK 1, BLUE RIDGE ESTATES PHASE TWO TOTALING A LOT EQUALING 1.554 ACRES OF LAND.

NOTE - ANY ACTIVITY IN THE FLOOD HAZARD AREA WILL REQUIRE AN APPROVED FLOODPLAIN DEVELOPMENT PERMIT.

APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY,
TEXAS ON THIS _____ DAY OF _____, 2026.

COUNTY JUDGE _____

ATTEST _____

SECRETARY _____ DATE _____

RECORDED IN CABINET _____, SLIDE _____, OF THE PLAT RECORDS OF

SMITH COUNTY, TEXAS, THIS _____ DAY OF _____, 2026.

CALLED 6.682 AC.
WARRANTY DEED
GARY H. WOODRING
TO
GARY HENRY WOODRING
DOCUMENT No. 202501018530
OFFICIAL RECORDS OF SMITH COUNTY, TEXAS

1/2" STEEL ROD WITH
CAP MARKED "CANYON" FOUND

CALL: N 88°20'31" E 284.41' (202501018530)
ACT. N 88°20'46" E 284.41'

CALL: N 88°19'58" E 284.31' (202401028994)

CALL: S 88°19'58" W 284.16' (202401028994)

ACT. S 88°20'24" W 284.35'

CALL: S 88°19'58" W 284.16' (G/29A)

CALLED 0.360 ACRES
DANIEL S. MURRAY AND SANDRA MURRAY
DOCUMENT No. 202401028994

CALL: N 85°33'59" E 231.49' (202501018530)
ACT. N 85°33'59" E 231.50'

CALL: N 85°34'24" E 231.51' (202401028994)

20' SETBACK LINE (7108/21)

CALL: N 26°01'56" W 27.40' (F380)
ACT. N 26°05'42" W 27.11' (F380)
CALL: N 25°59'38" W (G/29A)

LOT 52R
1.554 ACRES
(LOT 52)

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-A

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-B

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-C

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-D

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-E

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-F

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-G

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-H

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-I

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-J

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-K

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-L

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-M

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-N

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-O

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-P

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-Q

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-R

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-S

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-T

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-U

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-V

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-W

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-X

BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-Y

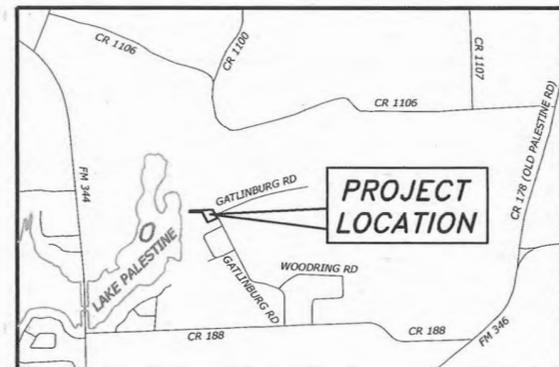
BLUE RIDGE ESTATES
CABINET F, SLIDES 38-D & 39-Z

GAS

TRACT ONE: 2.60 ACRES
MARCUS W. WORDEN, ET UX
DOC. No. 202101045004

AMENDED PLAT
BLUE RIDGE ESTATES
CABINET D, SLIDE 179-A & B

GATLINBURG ROAD
CABINET D, SLIDE 179-A & B, CABINET F, SLIDES 38-D & 39-D



VICINITY MAP
(NOT TO SCALE)

**REPLAT OF LOT 52 - BLOCK 1
BLUE RIDGE ESTATES PHASE TWO
AND ADDITIONAL 0.360 ACRES**

**CREATING
LOT 52R**

**BEING A PART OF THE
PEDRO E. BEAN LEAGUE, A-2 SMITH COUNTY, TEXAS**

OWNER'S STATEMENT:

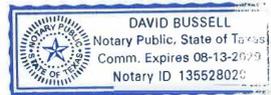
THAT I/WE, CYNTHIA G. BURKETT, ARE THE OWNER(S) OF THE PROPERTY SHOWN HEREON AND DO HEREBY CERTIFY THAT I/WE, THE OWNERS OF THE PROPERTY, DO HEREBY ACCEPT THIS AS ITS PLAN FOR SUBDIVIDING INTO LOTS AS SHOWN AND DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON.

BY: C. Burkett
CYNTHIA G. BURKETT

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

THIS 5 DAY OF Feb, 2026.

David Busell
NOTARY PUBLIC



SURVEYOR'S STATEMENT:

I, CRUSE B. SUDDUTH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5308, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF DECEMBER, 2025.

GIVEN UNDER MY HAND AND SEAL THIS 5TH DAY OF February, 2026.

Cruse B. Sudduth
CRUSE B. SUDDUTH, R.P.L.S. NO. 5308



Gregory S. Graham
Called 3.995 Acres
Doc. No. 2022-36047

Jay Cranney
Called 0.750 Acre
Doc. No. 202301004509

W. Tim Lanthrum
Called 93.904 Acres
Doc. No. 2005-R0010998

DRAFT

APPROVED:

APPROVED BY THE COMMISSIONERS COURT, SMITH COUNTY, TEXAS, ON THIS THE _____ DAY OF _____, 2026.

COUNTY JUDGE

GENERAL NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. THIS ADDITION LIES IN ZONE "X" AS SHOWN ON FIRM PANEL 48423C0495D, EFFECTIVE DATE: 4/15/2014.
3. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.
4. ALL LOT CORNERS ARE MARKED WITH A 1/2" IRON ROD UNLESS OTHERWISE NOTED.
5. PLAT IS FOR RECORDING PURPOSE ONLY UNTIL SUCH TIME DEDICATED PROPERTY IS FORMALLY ACCEPTED INTO SMITH COUNTY'S MAINTENANCE INVENTORY BY THE COUNTY'S COMMISSIONER COURT.
6. THE PROPOSE OF THIS PLAT IS TO SUBDIVIDE THE RESIDUE OF A CALLED 11,000 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2002-R0029312, INTO 2 INDIVIDUAL LOTS.
7. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
8. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND UTILITIES.
9. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN HEREON.

Larry G. Moore
and Stephanie E. Moore
Called 8.1171 Acres
Doc. No. 1998-R0033589

Clifford R. Gray and Judy F. Gray
Called 4.5581 Acres
Doc. No. 1997-R0022222



DRAWN BY: D.B. CHECKED BY: A.J. FILE NO. 2512033 DATE: 1/16/2025

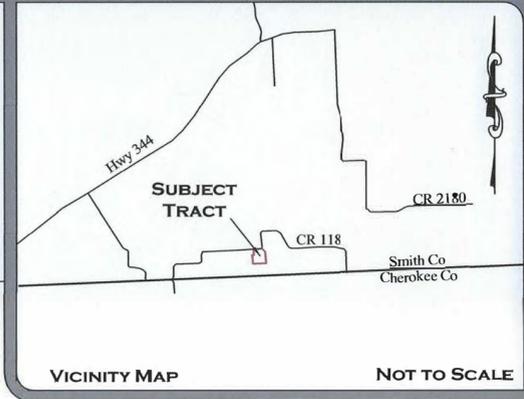


7 RANGE SURVEYING

401 E. Front St. Suite 231 Tyler, Tx 75702
Office - (903) 630-2606
TBPELS Firm No. 10194919

Clifford R. Gray and Judy F. Gray
Called 32.0359 Acres
Revocable Transfer on Death Deed
Doc. No. 202401027042

SYMBOL LEGEND
○ 1/2" Iron Rod Set
● 1/2" Iron Rod Found



VICINITY MAP

NOT TO SCALE



Subdivision Name: Cole, Prewitt & Rudisill Addition
 Adjacent Road: CPR Development Co
 Developer: Hwy 155 South Phone: _____
 email: _____ Fax: _____
 Surveyor: BMS Tyler Surveyors Phone: 903-561-7287
 email: Joseph@BMSTyler.com Fax: _____
 Roadway Length: _____ ft. (centerline)

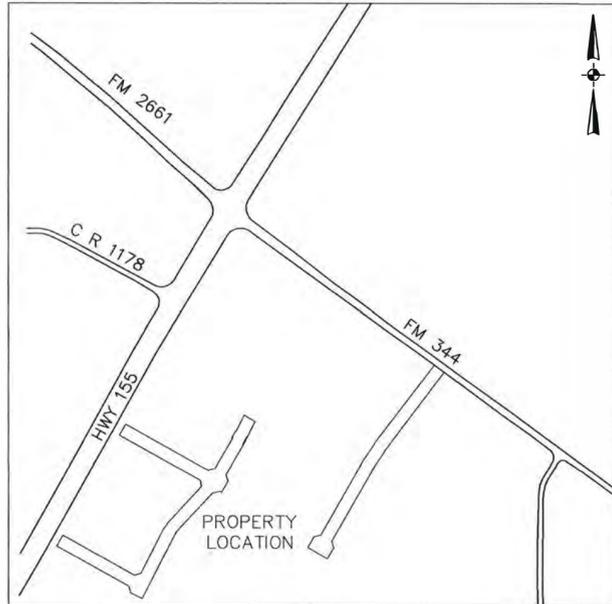
Item	Date and Initial when received			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)			
	Plat Fee	\$25	\$100	\$250 <u>2-6-26</u> <u>2-9-26 S.B.</u>
	Construction Bond (\$20 /ft.) <u>53,000.00</u>	Not Required	Not Required	<u>2-9-26 S.B.</u>
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without) <u>3,975.00</u>	Not Required	Not Required	<u>2-9-26 S.B.</u>
	911 Clearance Letter			<u>19</u> <u>2-6-26</u>
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below		<u>19</u> <u>2-6-26</u>
	Tax Certificate			<u>19</u> <u>2-6-26</u>
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100	
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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

DON THOMAS QUEVADO SEVEN LEAGUE GRANT, SECTION 44, A-18

(BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 MAP DATUM)

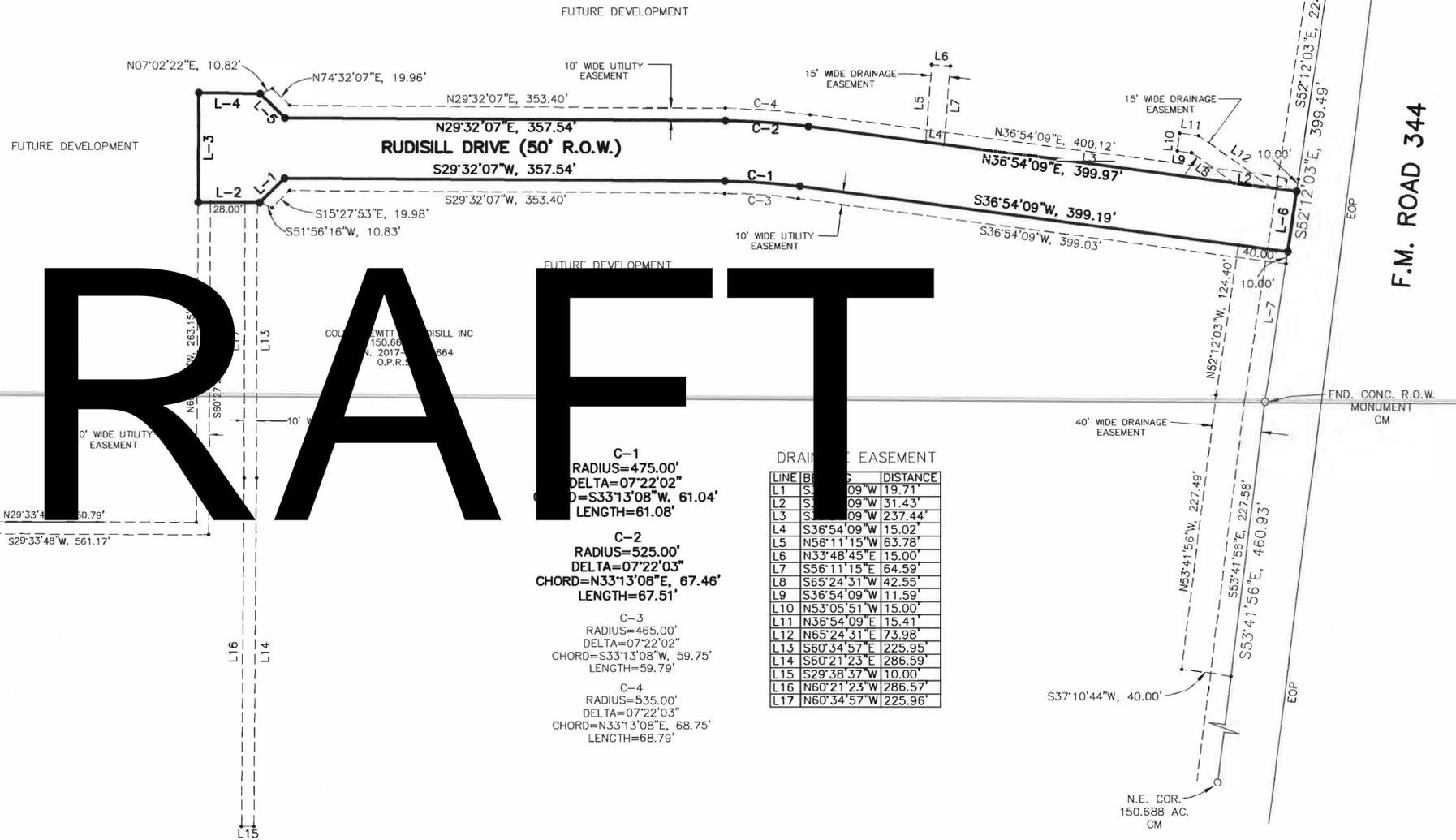
NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.



VICINITY MAP NOT TO SCALE

COLE, PREWITT & RUDISILL INC
150.668 AC.
C.F.N. 2017-00041664
O.P.R.S.C.

- L-1 S15°27'53"E, 28.28'
- L-2 S29°32'37"W, 49.99'
- L-3 N60°27'23"W, 89.97'
- L-4 N29°32'37"E, 50.00'
- L-5 N74°32'07"E, 28.24'
- L-6 S52°12'03"E, 50.01'
- L-7 S52°12'03"E, 124.51'



DRAFT

OWNER'S STATEMENT:

THAT WE, COLE, PREWITT & RUDISILL LLC, HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS A FINAL PLAT FOR THE COLE, PREWITT & RUDISILL ADDITION PHASE 2, AND DO ACCEPT THIS AS OUR PLAN FOR THE SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS AS SHOWN. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

WITNESS, MY HAND, THIS THE 6th DAY OF February, 2026.

BY: [Signature]
KIM COLE, AUTHORIZED REPRESENTATIVE

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 6th DAY OF February, 2026.

NOTARY PUBLIC
[Signature]
Chris Vinson
My Commission Expires 11/28/2029
Notary ID 131363727

APPROVAL:
THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, THIS THE _____ DAY OF _____, 2026.

COUNTY JUDGE

SURVEYOR'S STATEMENT:

I, JOSEPH POLLARD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6499, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF JUNE, 2017.

[Signature]
JOSEPH K. POLLARD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6499
STATE OF TEXAS



CM=CONTROLLING MONUMENT
EOP=EDGE OF PAVING

INDICATES FND. 1/2" I. ROD UNLESS OTHERWISE NOTED.

INDICATES SET 1/2" I. ROD MARKED WITH A PLASTIC CAP: BMS TYLER.

INDICATES POINT FOR CORNER UNLESS OTHERWISE NOTED.



FINAL PLAT
COLE, PREWITT & RUDISILL ADDITION
PHASE 2
PART OF 150.668 ACRES
DON THOMAS QUEVADO
SEVEN LEAGUE GRANT,
SECTION 44, A-18
SMITH COUNTY, TEXAS

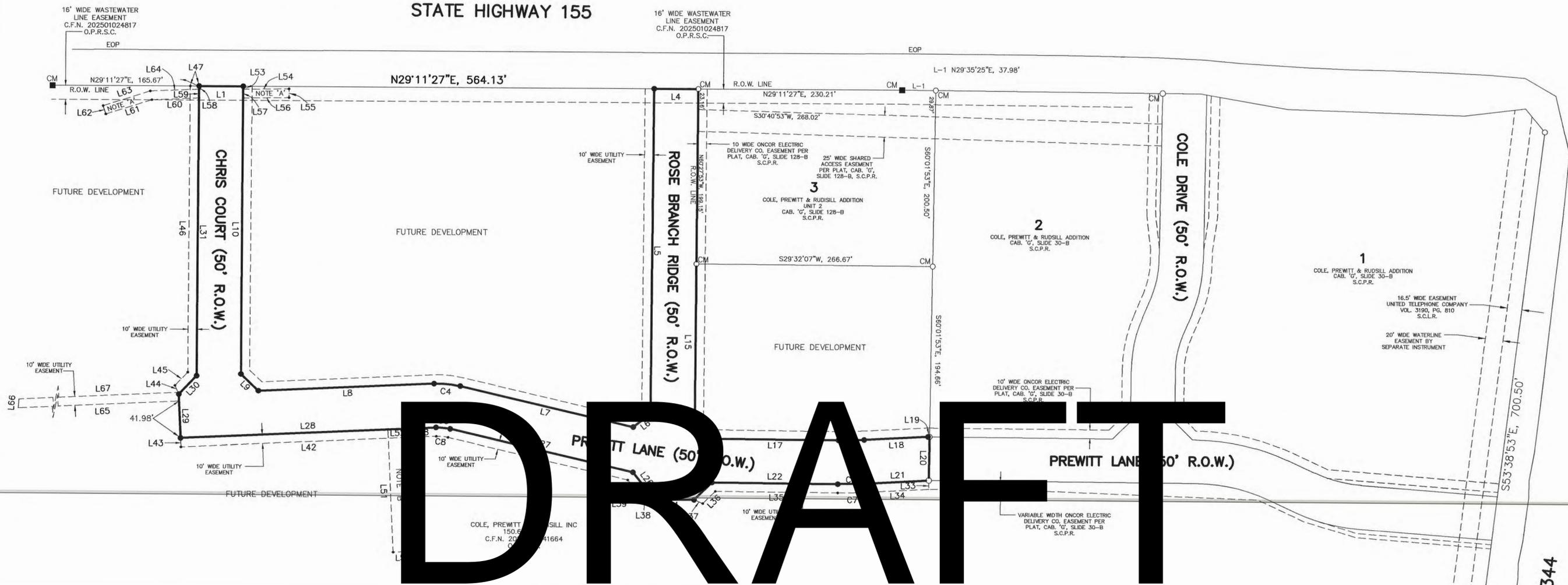
BMS TYLER SURVEYORS
BOB MATUSH SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
2624 KENSINGTON DRIVE, SUITE 107 TYLER, TEXAS 75703
TEL. (903) 561-7287 www.bmstyler.com
T.B.P.E.L.S. FIRM NO. 10048200

JOB NO. 20-034 DATE: 22 JANUARY 2026 SCALE: 1"=80'

DON THOMAS QUEVADO SEVEN LEAGUE GRANT, SECTION 44, A-18

(BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 MAP DATUM)

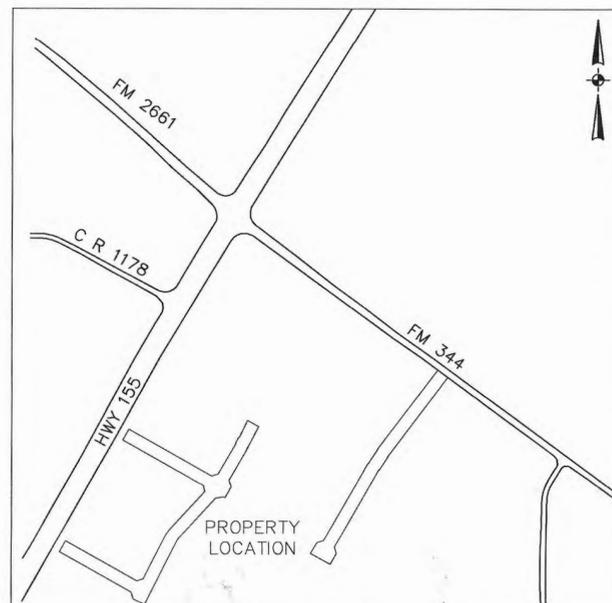
NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N29°11'27"E	50.00'	L33	S60°01'53"E	10.02'	L65	S26°37'00"W	433.30'
L2	OMITTED		L34	S26°11'27"W	69.86'	L66	N55°16'44"W	10.10'
L3	OMITTED		L35	S29°42'43"W	138.03'	L67	N26°37'00"E	433.95'
L4	N29°11'27"E	50.00'	L36	S15°22'35"E	19.81'			
L5	N60°27'53"W	370.26'	L37	S52°05'01"W	10.83'			
L6	S09°01'25"E	24.93'	L38	S29°32'37"W	10.00'			
L7	S42°25'03"W	200.67'	L39	N60°27'23"W	2.75'			
L8	S26°36'50"W	198.61'	L40	S80°58'35"W	24.43'			
L9	S72°59'44"W	27.59'	L41	S42°25'03"W	208.60'			
L10	N60°37'21"W	326.83'	L42	S26°36'50"W	288.67'			
L11	OMITTED		L43	N63°23'10"W	10.00'			
L12	OMITTED		L44	N85°11'43"W	10.77'			
L13	OMITTED		L45	N17°00'16"W	20.95'			
L14	OMITTED		L46	N60°37'21"W	325.04'			
L15	N60°27'53"W	179.16'	L47	N29°11'27"E	10.00'			
L16	N74°37'25"E	28.33'	L48	S26°36'50"W	34.21'			
L17	N29°42'43"E	142.33'	L49	S63°22'34"E	139.50'			
L18	N26°11'27"E	71.99'	L50	S26°37'26"W	20.00'			
L19	N29°33'48"E	1.83'	L51	N63°22'34"W	139.50'			
L20	S60°01'53"E	50.00'	L52	N26°36'54"E	20.00'			
L21	S26°11'27"W	70.52'	L53	S60°37'21"E	3.24'			
L22	S29°42'43"W	142.18'	L54	N28°24'20"E	51.55'			
L23	S15°22'35"E	28.12'	L55	S61°35'40"E	10.00'			
L24	S29°32'37"W	50.00'	L56	S28°24'20"W	51.72'			
L25	N60°27'23"W	6.25'	L57	N60°37'21"W	10.00'			
L26	S80°58'35"W	31.42'	L58	S60°37'21"E	3.51'			
L27	S42°25'03"W	212.10'	L59	S60°37'21"E	10.01'			
L28	S26°36'50"W	288.67'	L60	S26°46'31"W	53.45'			
L29	N63°23'10"W	50.00'	L61	S11°27'06"W	54.51'			
L30	N17°00'16"W	28.96'	L62	N78°32'54"W	10.00'			
L31	N60°37'21"W	329.08'	L63	N11°27'06"E	55.86'			
L32	OMITTED		L64	N26°46'31"E	55.25'			

NOTE 'A'
10' WIDE DRAINAGE EASEMENT

NOTE 'B'
20' WIDE DRAINAGE EASEMENT



CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	475.00'	3°31'16"	N27°57'05"E	29.19'	29.19'
C2	525.00'	3°31'16"	N27°57'05"E	32.26'	32.26'
C3	58.50'	15°48'13"	S34°30'56"W	16.08'	16.14'
C4	108.50'	15°48'13"	S34°30'56"W	29.83'	29.93'
C5			OMITTED		
C6			OMITTED		
C7	535.00'	3°31'16"	N27°57'05"E	32.87'	32.88'
C8	48.50'	15°48'13"	S34°30'56"W	13.34'	13.38'

- CM=CONTROLLING MONUMENT
- EOP=EDGE OF PAVING
- INDICATES CONC. R.O.W. MONUMENT FND.
- INDICATES FND. 1/2" I. ROD UNLESS OTHERWISE NOTED.
- INDICATES SET 1/2" I. ROD MARKED WITH A PLASTIC CAP: BMS TYLER.
- INDICATES POINT FOR CORNER UNLESS OTHERWISE NOTED.



SHEET 1 OF 2

FINAL PLAT
 COLE, PREWITT & RUDISILL ADDITION
 PHASE 2
 PART OF 150.668 ACRES
 DON THOMAS QUEVADO
 SEVEN LEAGUE GRANT,
 SECTION 44, A-18
 SMITH COUNTY, TEXAS

BMS TYLER SURVEYORS
BOB MATUSH SURVEYING, INC.
 REGISTERED PROFESSIONAL LAND SURVEYORS
 2624 KENSINGTON DRIVE, SUITE 107 TYLER, TEXAS 75703
 TEL. (903) 561-7287 www.bmstyler.com
 T.B.P.E.L.S. FIRM NO. 10048200

JOB NO. 20-034 DATE: 22 JANUARY 2026 SCALE: 1"=80'



Subdivision Name: Hamilton Subdivision #2
 Adjacent Road: CR 2109
 Developer: Kyle Nichols Phone: 903 571 3852
 email: kyle.nichols@aol.com Fax: _____
 Surveyor: Lacey Phone: _____
 email: _____ Fax: _____
 Roadway Length: 286 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)	✓ 2-5-26 S.B.		
	Plat Fee	\$25 ✓ 2-5-26 S.B.	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	✓ 2-5-26 S.B.		
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below ✓ 2-5-26		
	Tax Certificate	✓ 2-5-26 S.B.		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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

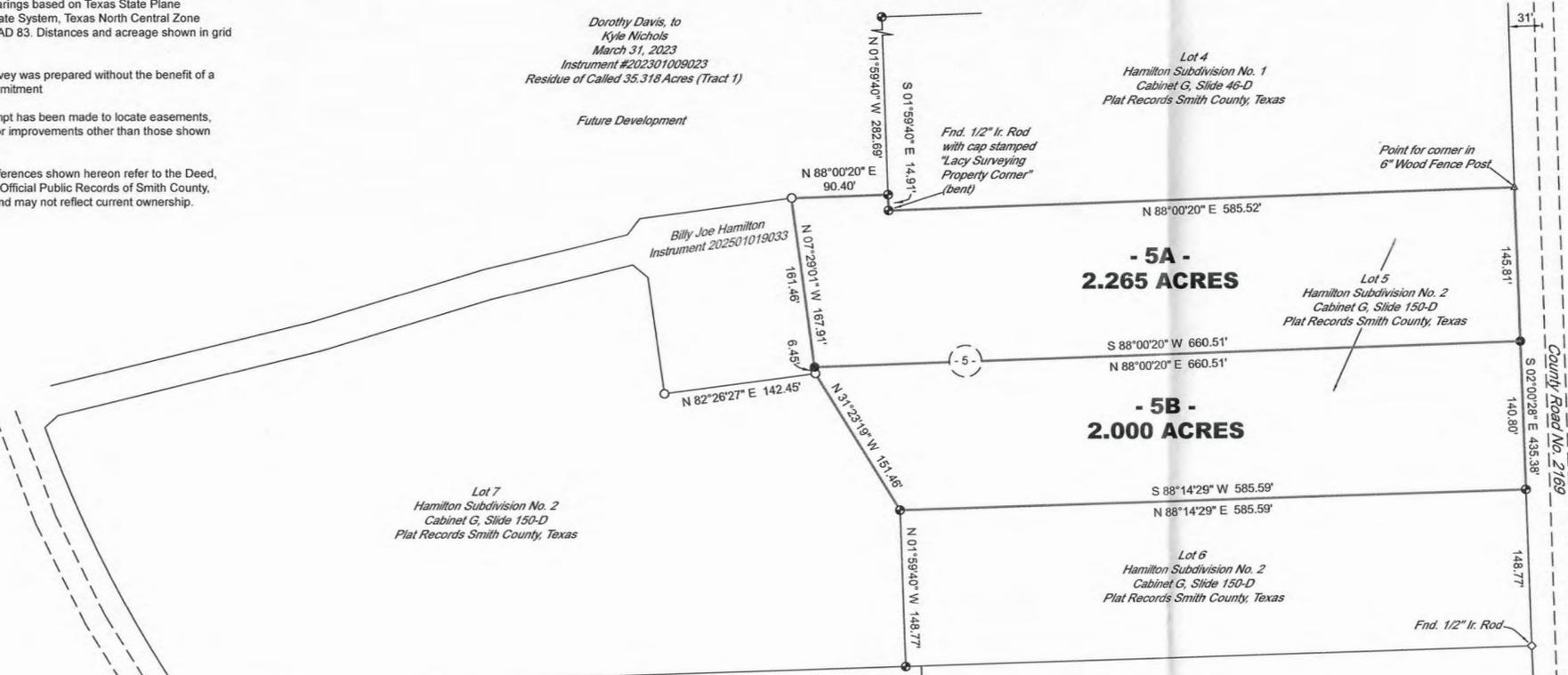
SURVEYOR'S NOTES:

- Grid Bearings based on Texas State Plane Coordinate System, Texas North Central Zone 4202, NAD 83. Distances and acreage shown in grid feet.
- This survey was prepared without the benefit of a title commitment
- No attempt has been made to locate easements, utilities or improvements other than those shown hereon.
- Deed references shown hereon refer to the Deed, Land or Official Public Records of Smith County, Texas and may not reflect current ownership.

JOSE MARIA PROCELA SURVEY A - 17

Dorothy Davis, to
 Kyle Nichols
 March 31, 2023
 Instrument #202301009023
 Residue of Called 35.318 Acres (Tract 1)

Future Development

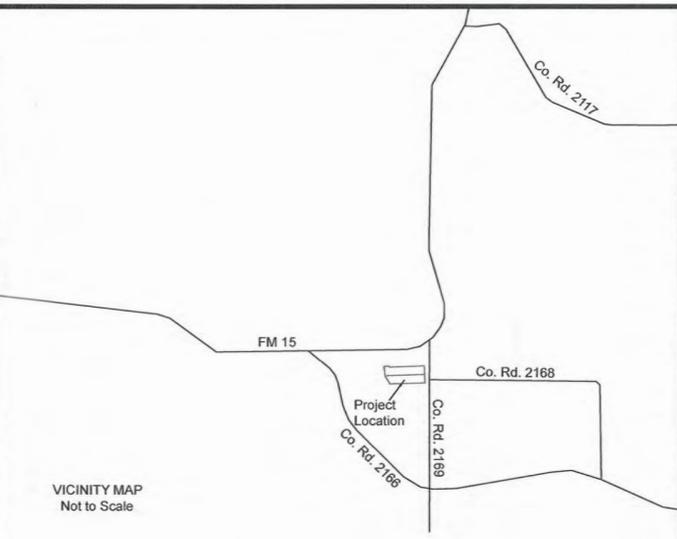
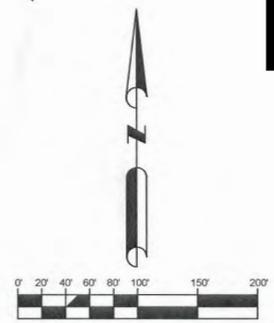


Lot 7
 Hamilton Subdivision No. 2
 Cabinet G, Slide 150-D
 Plat Records Smith County, Texas

Lot 1
 Jan...
 Plat Records Smith County, Texas

Lot 2
 Jam Estates Subdivision
 Cabinet G, Slide 230-A
 Plat Records Smith County, Texas

- LEGEND**
- Set 1/2" Ir. Rod with cap stamped "LACY SURVEYING PROPERTY CORNER"
 - Found 1/2" Ir. Rod with cap stamped "LACY SURVEYING PROPERTY CORNER"
 - ◇ Found 60d Nail with washer stamped "Lacy Surveying"
 - Found 1/2" Ir. Rod with cap stamped "5980"
 - ◇ Found Ir. Rod (size noted)
- Road



- GENERAL NOTES**
- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of the drainage facility.
 - Blocking the flow of water or constructing improvements in surface drainage easements and filling or obstructing the floodway is prohibited.
 - Smith County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
 - The existing creeks or drainage channels, if left unimproved, traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
 - Construction not complete within two years of the Commissioners Court approval shall be subject to current County Subdivision standards and regulations. The County may require the subdivision to be re-platted.
 - Smith County shall not be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open space; the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and the owners agree to indemnify and hold harmless Smith County, from all claims, damages and losses arising out of or resulting from performance of the obligations of the owners set forth in this paragraph.

OWNER'S STATEMENT

I, Kyle Nichols, owner of the tract of land shown hereon, do hereby accept this plat as a plan for subdividing into lots and blocks and do hereby dedicate, forever, to the public the streets, alleys and easements as shown.

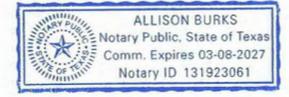
Kyle Nichols
 Kyle Nichols
 1-22-26
 Date

STATE OF TEXAS
 COUNTY OF SMITH

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Kyle Nichols, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 22nd day of January, 2026.

Allison Burks
 NOTARY PUBLIC, in and for the State of Texas



APPROVAL:

Approved by the Commissioner's Court of Smith County, Texas, this the ____ day of _____, 2026.

County Judge, Smith County, Texas

RECORDED IN CABINET _____, SLIDE _____

THIS THE ____ DAY OF _____, 2026.

I, DANIEL LEE COOPER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6148, do hereby certify that this plat was prepared from an actual survey made on the ground under my direction and supervision during the month of January, 2026.

GIVEN UNDER MY HAND AND SEAL, this the 20th day of January 2026.

Daniel Lee Cooper
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6148



**FINAL PLAT OF
 HAMILTON SUBDIVISION NO. 2, FIRST AMENDMENT
 A REPLAT OF LOT 5 OF
 HAMILTON SUBDIVISION NO. 2
 JOSE MARIA PROCELA SURVEY A - 17
 SMITH COUNTY, TEXAS**

ADDRESS: County Road 2169
 Troup, Texas 75789
 JOB #: 2026203
 DEVELOPER: Kyle Nichols
 SCALE: 1" = 100.00'



P.O. BOX 1001
 CHANDLER, TEXAS 75758
 PHONE (903) 859 - 9942
 LacySurveying.com
 Texas Board of Professional
 Engineers and Land Surveyors
 Firm #10194876

21

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 02/09/2026	Submitted by: KAREN NELSON
Meeting Date: 02/24/2026	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permits	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 136, CenterPoint Energy, Precinct 1, b. County Road 1298, Primoris, Precinct 1; and c. County Road 1298, Primoris, Precinct 1	
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 # _____



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

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

1. Applicant: Donald Whaley Date: 2/5/2026
Company Name (if different): CenterPoint Energy Phone: 713-207-7663
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Camacho, Odniel Phone: 713-207-4928
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 17543 cr 136
Propose to install 920' of 2" IP Pla and 1,000' of 2" IP PLA Svc gas see drawing

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

6. Describe all traffic controls or warning devices anticipated for this project: _____

7. Proposed start date: 2/6/2026 Completion date: 5/6/2026

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

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

Specific instructions and conditions are as follows:

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

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

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

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

Applicants Signature: Donald Whaley Date: 2/5/2026

Approved: 
Smith County Road Administrator/Engineer

**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT**
Smith County Road & Bridge Department
135 SSE Loop 323
Tyler, Texas 75702

1. Applicant: Carol Jackson Date: 1-30-26
 Company Name (if different): Primoris Phone: 817-401-8683
 Address: 1121 Riverside Dr Fax: _____
FT Worth TX 76111 Zip: 76111
 24/7 Contact Name: Carol Jackson Phone: same
 Contractor: Primoris Phone: _____
 Bonding Company: McGuff Ins Phone: _____
 2. Franchise Holder: Oncor Electric Phone: _____
 3. Franchise Contact: _____ Phone: _____
 4. Location (if applicable, length of installation in feet): 18711 Oakbark Rd,
18831 Oakbark Rd Boring for 2409'
 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. Replacing cable in existing conduit
 6. Describe all traffic controls or warning devices anticipated for this project: Typical TCP

7. Proposed start date: 2-5-26 Completion date: 3-5-26

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.

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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.
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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.
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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.

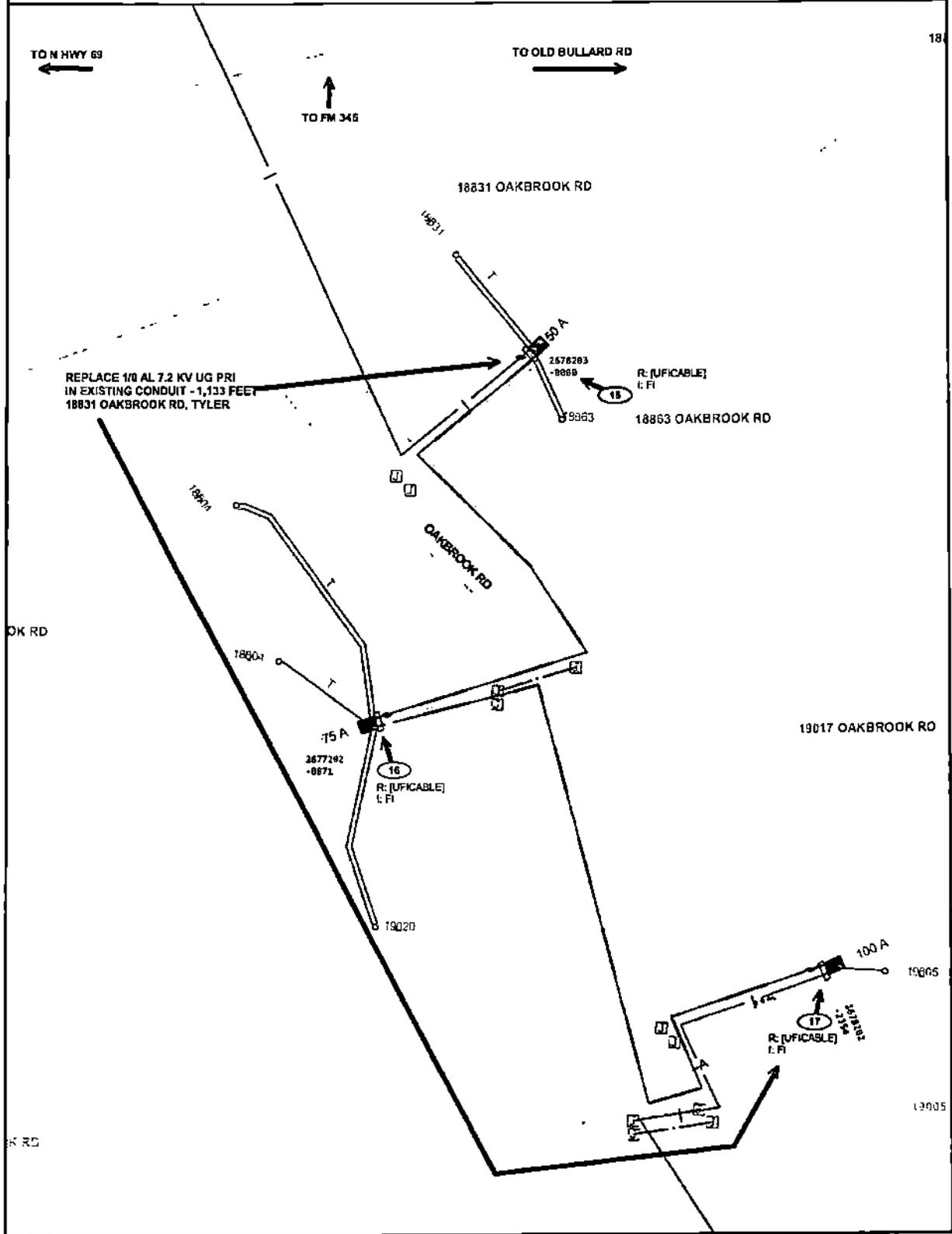
Applicants Signature: Carol Jackson Date: 1-30-26
 Approved: AUB
 Smith County Road Administrator/Engineer

ELECTRIC CONSTRUCTION PRINT

WO Number: **31152247-01** Date: **2026/01/13** Description: **SRP 2026 URD TYL UGCP FLINT3221**
 Sheet: **8** of Scale: **1"=25'** Customer:
 Job Status: **Design** Swr Ctr / Office: **TYL** Address: **12676 County Rd 168 TYLER**
 Designer: **ESPINOZA, JESSICA/J847** Location:
 Project Mgr: /



Under the 2025 Order Terms Delivery - Make, strength, and design of this equipment are based on the original drawings of Order 1, and the delivery date. No representation of availability or terms for the extended use of this equipment is made. Electric Company will not be held liable for any delays or damages to the equipment or to the project. The electric company will not be held liable for any damages to the equipment or to the project. The electric company will not be held liable for any damages to the equipment or to the project. The electric company will not be held liable for any damages to the equipment or to the project.



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

Smith County Road & Bridge Department
135 SSE Loop 323
Tyler, Texas 75702

1. Applicant: Carol Jackson Date: 1-30-26
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Address: 1121 Riverside Dr Fax: _____
FT Worth TX 76111 Zip: 76111
24/7 Contact Name: Carol Jackson Phone: same
Contractor: Primoris Phone: _____
Bonding Company: McGuff Ins. Phone: _____
2. Franchise Holder: Oncor Electric Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 19431 Oakbrook Rd,
1881 Valley View Ln Boring For 3739'
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
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7. Proposed start date: 2-5-26 Completion date: 3-5-26

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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: Carol Jackson Date: 1-30-26

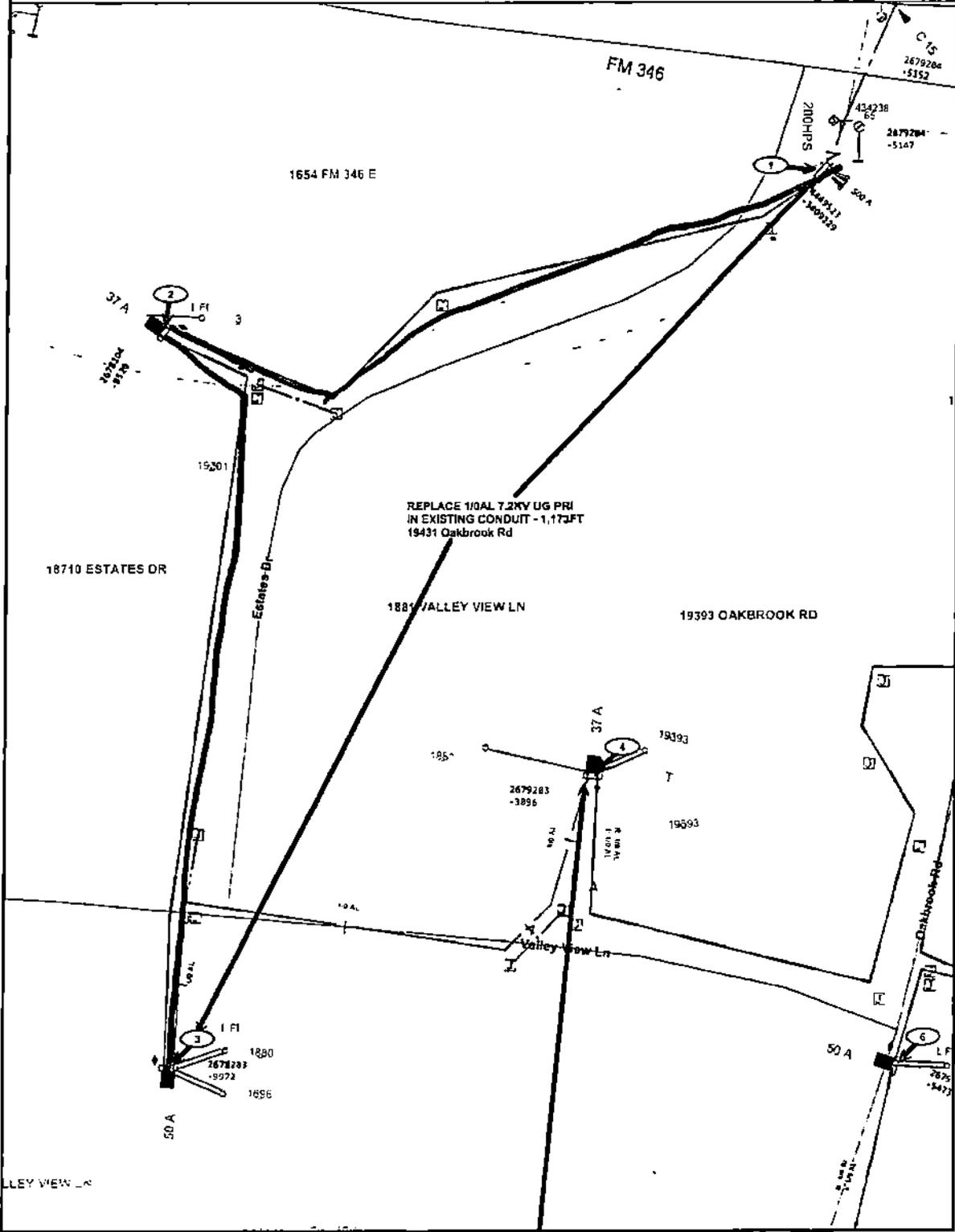
Approved: [Signature]
Smith County Road Administrator/Engineer

ELECTRIC CONSTRUCTION PRINT

angel

WO Number: **31166468-01** Date: 2026/01/12 Description: SAP 2026 URD TYL UGCP FLINT3221
 Sheet: **1** of Scale: 1"=15' Customer:
 Job Status: Design Swr Ctr / Office: TYL/ Address: 1893 Valley View Ln TYLER
 Designer: MENDEZ, PORFIRIO/JDZV 469-260-4377 Location:
 Project Mgr: /

Copyright © 2026 by T&E Engineering, Inc. All rights reserved. This drawing is the property of T&E Engineering, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of T&E Engineering, Inc. The user of this drawing is to be held responsible for any errors or omissions. The user of this drawing is to be held responsible for any damage or injury resulting from the use of this drawing. The user of this drawing is to be held responsible for any damage or injury resulting from the use of this drawing. The user of this drawing is to be held responsible for any damage or injury resulting from the use of this drawing.



22

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:

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 # _____

FUND.....99

INTERFACE TO GOV'T FIN V6.*

02/12/2026 10:43:23
PR730U-V14.25

PAGE 19
Paymate

G/L ACCOUNT	ACCOUNT DESCRIPTION	DEBITS	CREDITS
99.1010	CASH PAYROLL CLEARING		3045,596.12-
99.2011	SC INSURANCE PAYABLE		77,435.77-
99.2030	SALARIES PAYABLE	3139,093.27	
99.2065	UNEMPLOYMENT		1,274.13-
99.2112	CSCD INSURANCE		6,255.73-
99.2117	BLOCK VISION		2,632.79-
99.2118	COLONIAL LIFE		5,898.73-
	FUND TOTAL	3139,093.27	3139,093.27-

SYSTEM GENERATED TO BALANCE FUND

Transmission Report

Date/Time
Local ID 1

02-11-2026
9035904733

03:26:02 p.m.

Transmit Header Text
Local Name 1

Smith Co Treasurer

**This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"**

OFFICE OF
SMITH COUNTY TREASURER
200 E. FERGUSON, SUITE 402
TYLER, TX 75702
903-590-4731
FAX 903-590-4733

2/10/2026

Southside Bank
100 S. Beckham
Tyler, Tx 75701

Attention: Wire Department:

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith account
[REDACTED]. The wire amount is \$10,369,808.34. The wire instructions are stated below:

Amegy Bank
Attn. Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

ZFNB Corporate Trust Wire
[REDACTED]
[REDACTED]

Smith County Bonds 2018, 2019, 2019, 2020, 2021, 2022, 2024, 2025, Parking 2023 and
Courthouse 2023.

Attn: Corporate Trust - Ashley Reed

Thank you for your help in this matter.

Sincerely,


Atonia Rawlings, CCT-CIO
Smith County Treasurer


Karin Smith,
Smith County Auditor

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001	400	99035262079	03:21:10 p.m. 02-11-2026	00:04:21	11/11	1	G3	HS	CP14400

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct

OFFICE OF
SMITH COUNTY TREASURER
200 E. FERGUSON, SUITE 402
TYLER, TX 75702
903-590-4731
FAX 903-590-4733

2/10/2026

Southside Bank
100 S. Beckham
Tyler, Tx 75701

Attention: Wire Department:

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith account [REDACTED]. The wire amount is \$10,369,808.34 The wire instructions are stated below:

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

ZFNB Corporate Trust Wire
[REDACTED]
[REDACTED]

Smith County Bonds 2018, 2019, 2019,2020,2021,2022, 2024, 2025, Parking 2023 and Courthouse 2023.

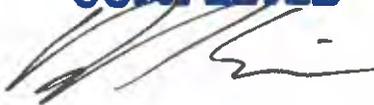
Attn: Corporate Trust – Ashley Reed

Thank you for your help in this matter.

Sincerely,


Atonia Rawlings, CCT-CIO
Smith County Treasurer


Karin Smith,
Smith County Auditor

COMPLETED


**REQUEST FOR PAYMENT
GIVEN TO TREASURER FOR
BANK WIRE TRANSFER**

PAYABLE TO: ZFNB CORPORATE TRUST WIRE



DATE:

FUND	DEPT	CAT.	ITEM	DESCRIPTION	AMOUNT
70	792	4800	620	G/O BOND SERIES 2018 - PRINCIPAL	1,640,000.00
70	792	4800	621	G/O BOND SERIES 2018 - INTEREST	102,600.00
70	793	4800	620	G/O BOND SERIES 2019 -PRINCIPAL	1,550,000.00
70	793	4800	621	G/O BOND SERIES 2019 -INTEREST	97,275.00
70	794	4800	620	G/O BOND SERIES 2020 - PRINCIPAL	635,000.00
70	794	4800	621	G/O BOND SERIES 2020 - INTEREST	60,000.00
70	795	4800	620	G/O BOND SERIES 2021 - PRINCIPAL	805,000.00
70	795	4800	621	G/O BOND SERIES 2021 - INTEREST	57,050.00
70	796	4800	620	G/O BOND SERIES 2022 - PRINCIPAL	555,000.00
70	796	4800	621	G/O BOND SERIES 2022 - INTEREST	288,125.01
70	797	4800	621	G/O BOND SERIES 2023 CRTHOUSE-INT	3,679,900.00
70	798	4800	620	G/O BOND SERIES 2023 PARKING - INT	404,090.63
70	799	4800	621	G/O BOND SERIES 2024 - INTEREST	141,575.00
70	780	4800	622	G/O BOND SERIES 2025 - INTEREST	354,192.70
TOTALS					\$10,369,808.34

I CERTIFY THAT THIS CLAIM IS TRUE AND CORRECT, THAT THE SUPPLIES, MATERIALS, AND SERVICES HEREIN ENUMERATED AND FOR WHICH PAYMENT IS REQUESTED ARE NECESSARY TO THE PUBLIC BUSINESS AND THAT I APPROVE THE ITEMS FOR PAYMENT, AND THAT NO PAYMENT FOR THESE ITEMS HAS BEEN REQUESTED.

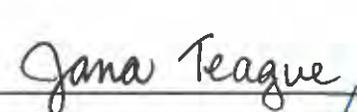


 ASSISTANT COUNTY AUDITOR

2/9/2026

 DATE

 COMMISSIONERS COURT APPROVAL



 BUDGET ADEQUATE - APPROVED



INVOICE

*C acct 70
7443*

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 100
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:

STATES OF TEXAS
SMITH COUNTY, TEXAS
GENERAL OBLIGATION BOND
SERIES 2018

Bal - 9,259,913.53

6737 8012103

Current Outstanding:	\$	5,130,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	102,600.00
Principal Payment Due:	\$	1,640,000.00
Total Amount Due:	\$	1,742,600.00

**To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.**

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire
[REDACTED]
[REDACTED]

FFC: SMITH CNTY, TX GO BDS 2018

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 100
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:
SMITH COUNTY, TEXAS GENERAL OBLIGATION
BOND SERIES 2019

7401 8012104

Current Outstanding:	\$	6,485,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	97,275.00
Principal Payment Due:	\$	1,550,000.00
Total Amount Due:	\$	1,647,275.00

**To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.**

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire



FFC: SMITH CO GO BONDS SERIES 2019

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 100
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:

STATE OF TEXAS SMITH COUNTY,
TEXAS COURTHOUSE PARKING TAX
AND REVENUE BOND SERIES 2023

10623 8012108

Current Outstanding:	\$	17,735,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	404,090.63
Principal Payment Due:	\$	0.00
Total Amount Due:	\$	404,090.63

To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire

FFC: SMITH CO PARKING TAX REV BONDS

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 100
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:
STATE OF TEXAS SMITH COUNTY, TEXAS
GENERAL OBLIGATION BOND SERIES 2020

8285 8012105

Current Outstanding:	\$	4,200,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	60,000.00
Principal Payment Due:	\$	635,000.00
Total Amount Due:	\$	695,000.00

To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire
██████████
██████████
FFC: SMITH CO TX SERIES 2020

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
 200 E. FERGUSON SUITE 407
 TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:

STATE OF TEXAS SMITH COUNTY, TEXAS
 GENERAL OBLIGATION BOND SERIES 2021

9225 8012106

Current Outstanding:	\$	5,705,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	57,050.00
Principal Payment Due:	\$	805,000.00
Total Amount Due:	\$	862,050.00

**To ensure timely credit, please wire funds (3) days prior to due date.
 Checks should be received five business days prior to due date.
 Please make your check payable to Amegy Bank.**

Mailing Instructions

Amegy Bank
 Attn: Corporate Trust Debt Service Billing
 1801 Main Street, Ste 460
 Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire
 [REDACTED]

FFC: SMITH CO, TX GO BONDS SERIES 2021

Administrator: ASHLEY HUNT (REED)
 Phone: 713-232-1909
 Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 407
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:
STATE OF TEXAS SMITH COUNTY, TEXAS
LIMITED TAX COURTHOUSE BOND SERIES 2023

10727 8012109

Current Outstanding:	\$	149,730,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	3,679,900.00
Principal Payment Due:	\$	0.00
Total Amount Due:	\$	3,679,900.00

**To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.**

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire
[REDACTED]

FFC: SMITH CO. LIMITED TAX BONDS SER 2

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 100
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:

STATE OF TEXAS SMITH COUNTY, TEXAS
GENERAL OBLIGATION BOND SERIES 2025

12265 8012111

Current Outstanding:	\$	19,375,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	354,192.70
Principal Payment Due:	\$	0.00
Total Amount Due:	\$	354,192.70

To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire



FFC: SMITH COUNTY G.O. BONDS SERIES 20

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 407
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:

STATE OF TEXAS SMITH COUNTY, TEXAS
GENERAL OBLIGATION BOND SERIES
2024

11567 8012110

Current Outstanding:	\$	6,475,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	141,575.00
Principal Payment Due:	\$	0.00
Total Amount Due:	\$	141,575.00

To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire

FFC: SMITH COUNTY GO BONDS SERIES 202

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.



INVOICE

To:

SMITH CNTY, TX GO BDS 2018
200 E. FERGUSON SUITE 407
TYLER TX 75702

FUNDS DUE FOR BOND ISSUE:

STATE OF TEXAS SMITH COUNTY, TEXAS
GENERAL OBLIGATION BOND SERIES 2022

10166 8012107

Current Outstanding:	\$	13,895,000.00
Debt service payment date: 02/15/2026		
Interest Payment Due:	\$	288,125.01
Principal Payment Due:	\$	555,000.00
Total Amount Due:	\$	843,125.01

To ensure timely credit, please wire funds (3) days prior to due date.
Checks should be received five business days prior to due date.
Please make your check payable to Amegy Bank.

Mailing Instructions

Amegy Bank
Attn: Corporate Trust Debt Service Billing
1801 Main Street, Ste 460
Houston, TX 77002

Wire Instructions

ZFNB Corporate Trust Wire
[REDACTED]
[REDACTED]

FFC: SMITH COUNTY, TEXAS GO BONDS SE

Administrator: ASHLEY HUNT (REED)
Phone: 713-232-1909
Email: ashley.reed@amegybank.com

Please contact your administrator with any questions. Thank you.

SMITH COUNTY TREASURER

VENDOR 019916 DHS - BUREAU OF CUSTOMS AND 02/17/2026 CHECK# 138759

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
17.39005			ORDER OF RELEASE B JEFFE	40,483.00
			TOTAL	40,483.00

1289233 LAW ENFORCE



SMITH COUNTY TREASURER
 BY ORDER OF THE COMMISSIONERS
 COURT OF SMITH COUNTY

SOUTHSIDE BANK
 TYLER TEXAS

RELEASE ORDER B JEFFERY
 CHECK NO. 138759

DATE	AMOUNT
02/17/2026	\$40,483.00

FORTY THOUSAND FOUR HUNDRED EIGHTY THREE AND 00/100 DOLLARS

PAY TO THE ORDER OF
 DHS - BUREAU OF CUSTOMS AND
 BORDER PROTECTION
 8899 E 56TH ST, MAIL STOP 203V
 INDIANAPOLIS IN 46249

VOID AFTER 90 DAYS

Atonia Rawlings
VOID
 County Treasurer
Kevin Smith
 County Auditor





Smith County

Budget Transfer Request FY26

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

FCIC

TRANSFER FROM:

Account Name	Account Number	Amount
Computer Equipment	32.475.4800.880	\$20,000.00

TRANSFER TO:

Account Name	Account Number	Amount
Confidential Funds	32.475.4600.671	\$20,000.00

BRIEF EXPLANATION FOR REQUEST:

Confidential Funds transfer, approved by state on 2/12/26

Department Head:

Auditor's Office
Heather Foster

2/17/26

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date

From: [Heather Foster](#)
To: [Agenda](#)
Cc: [Jana Teague](#)
Subject: FW: [External Email] FW: confidential funds
Date: Tuesday, February 17, 2026 10:26:23 AM
Attachments: [image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[Budget Request.doc](#)

Attached you will find a budget transfer request for FCIC. Karin recommended it going through court. TDLR's approval is below in the e-mail chain.

Heather Foster
Smith County Auditor's Office
903-590-4701

From: Karin Smith <ksmith@smith-county.com>
Sent: Thursday, February 12, 2026 3:28 PM
To: Heather Foster <HFoster@smith-county.com>
Subject: Re: [External Email] FW: confidential funds

Yes. I would recommend it.

Karin

Get [Outlook for iOS](#)

From: Heather Foster <HFoster@smith-county.com>
Sent: Thursday, February 12, 2026 2:58:59 PM
To: Karin Smith <ksmith@smith-county.com>
Subject: FW: [External Email] FW: confidential funds

TDLR approved the use of confidential funds and a transfer to its own budget line item. Do I need to send the transfer through court?

Heather Foster
Smith County Auditor's Office
903-590-4701

From: Adam Colby <adam.colby@fcic.texas.gov>
Sent: Thursday, February 12, 2026 2:25 PM
To: Heather Foster <HFoster@smith-county.com>
Cc: Jeff Headley <jeff.headley@fcic.texas.gov>

Subject: FW: [External Email] FW: confidential funds

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This message came from outside your organization.

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[Report Suspicious](#) 

Heather,

Approval from Brandy at TDLR below.

Thank you,

Adam Colby

Director/Chief Investigator
Texas Financial Crimes Intelligence Center

Desk: 903-707-8245

Mobile: 903-343-2566

218 E. Elm Street

Tyler, TX 75702

adam.colby@fcic.texas.gov

www.fcic.texas.gov



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From: Brandy Myers <Brandy.Myers@tdlr.texas.gov>

Sent: Thursday, February 12, 2026 2:07 PM

To: Adam Colby <adam.colby@fcic.texas.gov>

Subject: RE: [External Email] FW: confidential funds

Approved.

Very Respectfully,

Brandy M. Myers
Chief Financial Officer
Office of the Controller
Texas Department of Licensing and Regulation
920 Colorado St.
Austin, Texas 78701
(512) 463-3100
Brandy.Myers@tdlr.texas.gov



From: Adam Colby <adam.colby@fcic.texas.gov>
Sent: Thursday, February 12, 2026 9:06 AM
To: Brandy Myers <Brandy.Myers@tdlr.texas.gov>
Subject: [External Email] FW: confidential funds

,

CAUTION: This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

,

Brandy,

See below. Can we give Heather an email green light to create the new line item and move funds into it.

Thank you,

Adam Colby

Director/Chief Investigator
Texas Financial Crimes Intelligence Center
Desk: 903-707-8245
Mobile: 903-343-2566
218 E. Elm Street
Tyler, TX 75702
adam.colby@fcic.texas.gov
www.fcic.texas.gov



From: Heather Foster <HFoster@smith-county.com>
Sent: Thursday, February 12, 2026 7:59 AM
To: Adam Colby <adam.colby@fcic.texas.gov>
Cc: Shannon Aynesworth <shannon.aynesworth@fcic.texas.gov>; Jeff Headley <jeff.headley@fcic.texas.gov>
Subject: RE: confidential funds

It is a new line item. Brandy said this initial transfer one would need to be approved by TDLR.

Heather Foster
Smith County Auditor's Office
903-590-4701

From: Adam Colby <adam.colby@fcic.texas.gov>
Sent: Wednesday, February 11, 2026 11:09 AM
To: Heather Foster <HFoster@smith-county.com>
Cc: Shannon Aynesworth <shannon.aynesworth@fcic.texas.gov>; Jeff Headley <jeff.headley@fcic.texas.gov>
Subject: RE: confidential funds

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This message came from outside your organization.

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

[Report Suspicious](#) 

Heather,

I will get you a copy of the DPS policy once we have edited it for the FCIC. As far as the fund transfer goes, you can move \$20k from computer equipment 32.475.4800.880. That amount is less than 1% of the computer equipment budget.

Thank you,

Adam Colby

Director/Chief Investigator
Texas Financial Crimes Intelligence Center
Desk: 903-707-8245
Mobile: 903-343-2566
218 E. Elm Street
Tyler, TX 75702
adam.colby@fcic.texas.gov
www.fcic.texas.gov



CONFIDENTIALITY NOTICE

The Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, covers this electronic message. This e-mail and any files or attachments transmitted with it contain Information that is confidential and privileged. If you are the intended recipient, further disclosures are prohibited without proper authorization. If you are not the intended recipient, any disclosure, copying, printing, or use of this information is strictly prohibited and possibly a violation of federal or state law and regulations. If you have received this information in error, please delete it and notify me immediately with contact information above. Thank you.

From: Heather Foster <HFoster@smith-county.com>

Sent: Wednesday, February 11, 2026 7:55 AM

To: Adam Colby <adam.colby@fcic.texas.gov>

Subject: confidential funds

Adam,

Can you get me a copy of the DPS guidelines for confidential funds? I've never had to audit this and have no idea what to look for. I've added an expenditure line in our financial system for confidential funds (32.475.4600.671). As soon as there is an approved budget transfer and I have the guidelines, I'll get everything updated in the system, and you'll be ready to go.

Heather Foster
Smith County Auditor's Office
903-590-4701



Smith County

Fund 10 – Facility Services

FY26 Budget Transfer

DEPARTMENT: Fund 10

Facility Services

SETUP:

Account Name	Account Number	Amount
Office Supplies	10.410.4300.310	\$51.13
	Total	\$51.13

OFFSET:

Account Name	Account Number	Amount
Miscellaneous Equipment	10.410.4400.480	\$51.13
	Total	\$51.13

BRIEF EXPLANATION FOR REQUEST:

Additional whiteboard for new office facility. Balance after last transfer was \$17.86.
Total cost \$68.99 Total transfer \$51.13

Department Head:

Date: February 12, 2026

E. Nichols 02/12/26

Approved by Commissioners Court:

Date: February 17, 2026

Neal Franklin, Smith County Judge

Budget Setup:

Date: February 11, 2026

Jana Teague

Jana Teague, County Auditors Office

Report Selection:

Inclusions Ranges: Begin (thru) End
Fund & Account... 10.410.4300_____ 10.410.4400_____

Approval Plan..... thru _____

Calendar Start Date..... 10 01 2025
Calendar End (As Of) Date..... 02 28 2026

Level to Page Break..... 1 . 0 (1.0 to 5.0)

MTD or QTD or YTD (M/Q/Y)..... M

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

Run Instructions:

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

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING		
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT	
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	AMOUNT	DESCRIPTION	P.O.	F 9	FIL
10	GENERAL FUND							
410	FACILITIES SERVICES							
4300	SUPPLIES							
310	OFFICE SUPPLIES	2,907.20	0.00	673.79	1,203.97	1,703.23	41	----
V-020526-226	018908 AMAZON CAPITAL SERVICES,	190468	1HPH-XVR6-G7XN	51.13	SUPPLIES	147671	F -	A
V-020526-226	018908 AMAZON CAPITAL SERVICES,	190468	1XR7-V73R-FWTK	103.49	SUPPLIES	147686	F -	A
V-020526-226	019452 QUILL LLC	190547	47591276	93.43	SUPPLIES	147660	F -	A
V-020526-226	011776 STAPLES BUSINESS ADVANTA	190567	6054291874	131.90	SUPPLIES	147659	F -	A
-021126-	018908 AMAZON CAPITAL SERVICES,		1M6C-J33T-MMTP	140.90	SUPPLIES	147656	F -	P
-021126-	018908 AMAZON CAPITAL SERVICES,		1X9G-WCXG-HT3D	35.94	SUPPLIES	147793	F -	P
-021126-	007701 TAABS PRINTING, INC.		178527	117.00	SUPPLIES	147645	F -	P
333	HOUSEKEEPING SUPPLIES	104,000.00	2,231.49	6,463.99	35,466.69	66,301.82	36	---
V-020526-226	019559 BRADY INDUSTRIES OF TEXA	190474	11234890	4,720.31	HOUSEKEEPING SUPPLIES	147700	F N	A
V-020526-226	017425 UNIFIRST CORPORATION	190586	121825-12926	625.58	1516689 2780204959		-	A
V-020526-226	017425 UNIFIRST CORPORATION	190586	121825-12926	559.05	1516689 2780206145		-	A
-021126-	017425 UNIFIRST CORPORATION		1516689.20526	559.05	1516689 2780207352		-	P
343	SMALL TOOLS	6,000.00	51.90	0.00	428.00	5,520.10	7	
345	LAWN SUPPLIES	10,500.00	100.00	4,838.21	5,376.58	5,023.42	52	-----
-021126-	012072 RED RIVER SPECIALITIES,		893082	1,800.00	LAWN SUPPLIES	147642	F N	P
-021126-	017580 TYLER POWER EQUIPMENT, L		127252	3,038.21	LAWN SUPPLIES	147164	F N	P
TOTAL: SUPPLIES		123,407.20	2,383.39	11,975.99	42,475.24	78,548.57	36	---
4400	OPERATING EXPENSES							
421	POSTAGE	0.00	0.00	0.00	78.00	78.00-9999		-----!!!!
430	COPY MACHINE USAGE	0.00	0.00	0.00	0.00	0.00	0	
447	ORDINARY REPAIRS	11,500.00	1,392.00	938.00	16,319.90	6,211.90-	154	-----!!!!
V-020526-226	011585 HOME DEPOT CREDIT SERVIC	190511	6905164	938.00	ORDINARY REPAIRS	147263	F -	A
448	HEATING & COOL.REPAIRS JAIL	79,300.00	63,400.00	17,850.00	17,850.00	1,950.00-	102	-----
-021126-	015082 WELLBORN MECHANICAL SERV		28461	17,850.00	ORDINARY REPAIRS	146376	F -	P
451	ORDINARY REPAIRS/COURTHOUSE	144,996.00	13,583.03	4,187.06	24,553.48	106,859.49	26	--
V-020526-226	018908 AMAZON CAPITAL SERVICES,	190468	1VFD-JH1X-HK1N	65.55	ORDINARY REPAIRS	147657	F -	A
V-020526-226	000562 GRAINGER	190507	9781816948	610.39	ORDINARY REPAIRS	147568	F -	A
-021126-	016860 FILTER SYSTEMS		222897	953.12	ORDINARY REPAIRS	147533	F -	P
-021126-	015082 WELLBORN MECHANICAL SERV		28555	2,558.00	ORDINARY REPAIRS	146905	F -	P
453	ORDINARY REPAIRS - COTTONBLT	60,000.00	7,718.17	480.00	18,614.65	33,667.18	43	----
-021126-	013927 KVM CONTROLS, LLC		1527	480.00	REPAIR SENSOR PROGRAMNG	147213	F N	P

		ANNUAL	ACT MTD POSTED	ACT YTD POSTED	REMAINING			
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE	PCT	
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	AMOUNT	DESCRIPTION	P.O.	F 9	FIL
10	GENERAL FUND							
410	FACILITIES SERVICES							
4400	OPERATING EXPENSES							
455	ORDINARY REPAIRS-ANNEX BLDG	100,450.00	12,216.29	19,406.00	47,768.32	40,465.39	59	-----
V-020526-226	015082 WELLBORN MECHANICAL SERV	190594	28664	656.00	ORDINARY REPAIRS	147476	F -	A
-021126-	015082 WELLBORN MECHANICAL SERV		28690	18,750.00	ORDINARY REPAIRS	146367	F -	P
461	ORDINARY REPAIRS - JAIL	315,000.00	26,651.50	21,251.48	187,367.06	100,981.44	67	-----
V-020526-226	019891 JOHNSON CONTROLS BUILDIN	190518	1-136893899645	8,988.50	PO# 146695 CLOSED		-	A
V-020526-226	004788 STAINLESS STEEL FABRICAT	190566	525284	600.00	ORDINARY REPAIR - JAIL	147583	F N	A
V-020526-226	015082 WELLBORN MECHANICAL SERV	190594	28677	413.00	1/23 SERVICE CALL		-	A
-020926-	005864 HAMILTON PLUMBING SUPPLY		1725709-IN	1,293.86	ORDINARY REPAIR - JAIL	147147	F -	P
-020926-	005864 HAMILTON PLUMBING SUPPLY		1727922-IN	600.07	ORDINARY REPAIR - JAIL	147449	F -	P
-020926-	005864 HAMILTON PLUMBING SUPPLY		1727923-IN	1,021.53	ORDINARY REPAIR - JAIL	147425	F -	P
-021126-	013520 FIRETROL PROTECTION SYST		101068043	80.00	ORDINARY REPAIR - JAIL	147756	F -	P
-021126-	000562 GRAINGER		9793437717	428.52	ORDINARY REPAIR - JAIL	147719	F -	P
-021126-	015082 WELLBORN MECHANICAL SERV		28692	7,826.00	ORDINARY REPAIR - JAIL	146909	F -	P
462	ORDINARY REPAIRS-PRECINCTS	16,800.00	100.00	0.00	1,817.75	14,882.25	11	-
463	ORDINARY REPAIRS - THE HUB	3,600.00	0.00	0.00	70.00	3,530.00	1	
464	ORDINARY REPAIRS - R&B	8,000.00	100.00	1,155.00	8,156.21	256.21-	103	-----
-021126-	019647 BAY AREA/GENERAL CRANE S		226080	1,155.00	ANNUAL OVERHEAD CRANE IN	147772	F -	P
465	ORD. REPAIRS-PARKS & PLAZA	3,000.00	0.00	0.00	0.00	3,000.00	0	
466	ORDINARY REPAIRS - EOC	26,000.00	500.00	0.00	3,866.36	21,633.64	16	-
467	ORDINARY REPAIRS SO ADMIN.	10,000.00	0.00	610.10	2,752.02	7,247.98	27	--
-021126-	017391 CLIFFORD POWER SYSTEMS,		SVC-0204669	610.10	ORDINARY REPAIR - JAIL	147312	F -	P
468	ORDINARY REPAIRS - ANIMAL	14,000.00	0.00	0.00	594.98	13,405.02	4	
472	ORD. REPAIRS-CSCD BUILDING	3,600.00	0.00	0.00	1,710.27	1,889.73	47	----
474	ORDINARY REPAIRS-OTHER BLDGS	11,000.00	1,750.00	0.00	3,073.81	6,176.19	43	----
477	VEHICLE EXPENSES	5,000.00	0.00	167.30	974.64	4,025.36	19	-
-021126-	006065 BUMPER TO BUMPER REPL PA		02100295839	40.80	VEHICLE EXPENSES	147699	F N	P
-021126-	007448 LOCKSMITH SERVICES OF TY		T1280002286	126.50	VEHICLE EXPENSES	147682	F -	P
480	MISCELLANEOUS EQUIPMENT	596.80	0.00	578.94	578.94	17.86	97	-----
-021126-	018908 AMAZON CAPITAL SERVICES,		1FY7-GJXJ-G9K1	578.94	MISCELLANEOUS EQUIP	147685	F -	P
481	MISC. VEHICLE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0	
490	FUEL	20,000.00	0.00	847.30	4,160.86	15,839.14	20	--
J-020326-202	JANUARY FUEL		JAN	44.86				A
V-020426-226	000488 ROAD AND BRIDGE FUND	190549	JAN2026FUEL	802.44	JAN 2026 FUEL		-	A
TOTAL: OPERATING EXPENSES		832,842.80	127,410.99	67,471.18	340,307.25	365,124.56	56	-----
TOTAL: FACILITIES SERVICES		956,250.00	129,794.38	79,447.17	382,782.49	443,673.13	53	-----

		ANNUAL	ACT MTD POSTED	ACT YTD POSTED	REMAINING	PCT			
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	BALANCE				
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	AMOUNT	DESCRIPTION	P.O.	F 9		FIL
10	GENERAL FUND								
TOTAL: GENERAL FUND		956,250.00	129,794.38	79,447.17	382,782.49	443,673.13	53	-----	

SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	F 9	FIL
GRAND TOTAL		956,250.00	129,794.38	79,447.17	382,782.49	443,673.13	53	-----	
TOTAL NUMBER OF RECORDS PRINTED		63							



FY26 - BUDGET AMENDMENT - EXPENDITURE

Fund Name: Fund 10

Amount: \$8,800.93

To appropriate new revenue received and certified from the insurance settlements below.

VIN #	Department	Amount	Expenditure Acct.
4070	SO	\$8,800.93	10.560.4400.477

Amendment #E2026-07

Court approved: _____

Neal Franklin, Smith County Judge



FY26 - BUDGET AMENDMENT - REVENUE

Fund Name: Fund 10

Amount: \$8,800.93

Account Number: 10.33913

Insurance Proceeds

To certify the receipt of insurance proceeds as indicated below.

VIN #	Department	Amount	
4070	SO	\$8,800.93	Damages

Amendment #R2026-07

Court approved: _____

Neal Franklin, Smith County Judge