

**COMMISSIONERS COURT AGENDA**  
**Tuesday, March 10, 2026**  
**9:30 a.m.**



*Striving for Excellence*

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



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

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Phone: (903) 590-4605

Fax: (903) 590-4615

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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, March 10, 2026**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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**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 March 13, 2026, as "Bishop Melton Ray Timmons Day" in Smith County.

### ***COURT ORDERS***

#### **SHERIFF'S OFFICE/ ENVIRONMENTAL**

2. Consider and take necessary action regarding plans for the 2026 Countywide Cleanup program in Smith County.

#### **AUDITOR'S OFFICE**

3. Consider and take necessary action to certify grant payments made by Smith County to Meals on Wheels Ministry Inc. totaling \$15,000 for the period of October 1, 2024, to September 30, 2025, and authorize the county judge to sign all related documentation.
4. Consider and take necessary action to modify the FY26 County Pay Scale to include Assistant Facilities Services Director and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to reclassify the following Facilities Services positions authorize the county judge to sign all related documentation:
  - a. #9 Maintenance Skilled Trade Specialist to Maintenance Mechanic, and
  - b. #2 Maintenance Foreman to Assistant Facilities Services Director.

#### **ELECTIONS**

6. Consider and take necessary action to approve a Facility Use Agreement between Smith County and the following locations for the May 2, 2026, election and authorize the county judge to sign all related documentation:
  - a. Pollard United Methodist Church, and
  - b. Tyler Fire Department-Station 1.
7. Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and Lindale Independent School District for the May 2, 2026, election and authorize the county judge to sign all related documentation.

#### **HUMAN RESOURCES**

8. Consider and take necessary action on the selection of the recommended grievance committee members.

**RECURRING BUSINESS**

**COMMISSIONERS COURT**

9. Receive monthly reports from Smith County departments.

**ROAD AND BRIDGE**

10. Consider and take necessary action to authorize the county judge to sign the:
- a. Re-Plat for Legacy Ranch Phase 2, Lot 2, Precinct 3,
  - b. Final Plat for Woodland Park Phase 2, Precinct 1, and
  - c. Final Plat for Woodland Park Phase 2, Precinct 1.
11. Receive pipe and/or utility line installation request (notice only):
- a. County Road 2116, Charter-Spectrum, install underground fiber optic with pedestals, Precinct 2,
  - b. County Road 472, Metronet, install fiber optic cable, Precinct 3, and
  - c. County Road 1145, 1238, 12478, 1289, 1269, 1179, Metronet, install fiber optic cable, Precinct 4.

**AUDITOR'S OFFICE**

12. Receive County Auditor's Monthly Report and Executive Summary.
13. 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: 3/3/2026

Time: 5:00 pm

  
\_\_\_\_\_  
**NEAL FRANKLIN, COUNTY JUDGE**

Posted By: Jennafer Bell

1

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

<b>Submission Date:</b> 02/27/2026	<b>Submitted by:</b> Casey Murphy
<b>Meeting Date:</b> 03/10/2026	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Resolution: Bishop Melton Ray Timmons Day	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to approve a resolution proclaiming March 13, 2026, as "Bishop Melton Ray Timmons Day" in Smith County.	
<b>Background:</b> LaQueta Timmons requested this resolution through Commissioner Ralph Caraway Sr.	
<b>Financial and Operational Impact:</b> NA	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> cmurphy@smith-county.com	<b>Email:</b> jbell2@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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](mailto: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**, Bishop Melton Ray Timmons began his faithful preaching ministry in 1979, boldly proclaiming the Gospel of Jesus Christ with conviction, humility and unwavering dedication; and

**WHEREAS**, he was ordained in 1981 and elevated to the sacred office of elder in 1982, demonstrating spiritual maturity, doctrinal soundness and steadfast commitment to the work of the Kingdom; and

**WHEREAS**, in 1985, he embraced the sacred calling of pastor, faithfully shepherding God's people with integrity, compassion, and visionary leadership; and

**WHEREAS**, his exemplary leadership and financial stewardship led to his election to the Trustee Board of the Church of God in Christ in 2012. He was elected secretary of the board in 2013, and in 2021, he was elevated to first vice chairman, continuing to demonstrate wisdom, sound judgment and an unwavering commitment to the church's mission; and

**WHEREAS**, in 2024, he was elected chairman of the Trustee Board, assuming the mantle of chief fiduciary oversight with honor, transparency and Godly leadership. He has now ascended to the sacred office of Auxiliary Bishop in the Church of God in Christ, marking yet another milestone in a lifetime devoted to ministry and service.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim March 13, 2026, as

**“Bishop Melton Ray Timmons Day”**

in Smith County and urges all citizens to honor and celebrate him for his decades of faithful preaching, pastoral leadership and denominational service.

**WITNESS OUR HANDS THIS 10th day of March 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

**2**

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

<b>Submission Date:</b> 03/02/2026	<b>Submitted by:</b> Amanda Deck
<b>Meeting Date:</b> 03/10/2026	<b>Department:</b> Smith County Sheriff's Office
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Request approval from Commissioners for all Salvage and Junk Yard License Renewal to be renewed for the 2025-2026 year	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to approve the plans for the 2026 County wide Clean Up	
<b>Background:</b> Approve dates and plans for the County wide Clean Up	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Michael Johnson	<b>Email:</b> mjohnson@smith-county.com
<b>Name:</b> Amanda Deck	<b>Email:</b> adeck@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

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Agenda Item # \_\_\_\_\_

# Smith Countywide Cleanup

## March 30- May 1, 2026

*VOUCHERS AVAILABLE FOR  
SMITH COUNTY RESIDENTS*

The Smith Countywide Cleanup program allows residents to take one truckload of bulky items to the Greenwood Farms Landfill for free! Vouchers are available in-person only at the Courthouse Annex, 200 E. Ferguson in Tyler, or any of the Justice of the Peace/Constable Offices throughout the County.

**CLEAN UP YOUR PROPERTY FOR FREE  
AND HELP KEEP MOSQUITOS AWAY!**

The landfill is located at 12920 FM 2767, Tyler

6:30 a.m.- 4:30 p.m. Monday-Friday

6:30 a.m.-noon Saturday

**Only 1 free mattress per voucher**

Additional mattress cost \$63

**Items not accepted:** hazardous waste, pesticides, herbicides, solvents, gasoline, oils, acid, batteries, asbestos, wet paint, freon, whole tires, televisions, computers, refrigerators and freezers.

Visit: [www.smith-county.com](http://www.smith-county.com)

Call: 903-590-4904 or 903-590-4905

**3**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 2/23/2026	<b>Submitted by:</b> J Bell
<b>Meeting Date:</b> 3/10/2026	<b>Department:</b> Auditors Office
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Meals on Wheels Affidavit 10/1/24-9/30/25	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to certify grant payments made by Smith County to Meals on Wheels Ministry Inc. totaling \$15,000 for the period of October 1, 2024, to September 30, 2025, and authorize the county judge to sign all related documentation.	
<b>Background:</b> See attached.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Heather Foster	<b>Email:</b> HFoster@smith-county.com
<b>Name:</b> Jana Teague	<b>Email:</b> jteague@smith-county.com
<b>Name:</b> Tiffany Damskov	<b>Email:</b> tiffany.damskov@mowmet.org
<b>Name:</b> J Bell	<b>Email:</b> jbell2@smith-county.com

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

Report Selection:

Inclusions Ranges: Begin (thru) End  
Fund & Account... 10.515.4500.522\_\_\_\_\_ 10.515.4500.522\_\_\_\_\_

Approval Plan..... \_\_\_\_\_ thru \_\_\_\_\_

Calendar Start Date..... 10 01 2024  
Calendar End (As Of) Date..... 09 30 2025

Level to Page Break..... 1 . 0 (1.0 to 5.0)

MTD or QTD or YTD (M/Q/Y)..... Y

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			

Exp. Guideline with Detail  
FOR THE PERIOD(S) OCT 01, 2024 THROUGH SEP 30, 2025

		ANNUAL	ENCUMBERED	ACT MTD POSTED	ACT YTD POSTED	REMAINING	PCT		
		REVISED BUDGET		AND IN PROCESS	AND IN PROCESS	BALANCE			
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	P.O. F 9	AMOUNT	DESCRIPTION			FIL
10	GENERAL FUND								
515	PUBLIC SERVICE								
4500	CONTRACT AGREEMENTS								
522	MEALS ON WHEELS	15,000.00	0.00	0.00	15,000.00	0.00	100	-----	
V-101624-244	014293 MEALS ON WHEELS OF EAST	174147	OCT2024	-	1,250.00	OCT 2024 PUB SVC AGREEMT			A
D-110124-283	014293 MEALS ON WHEELS OF EAST	133020	NOV 24	-	1,250.00	CONTRACT PAYMENT			A
D-120124-556	014293 MEALS ON WHEELS OF EAST	133471	DEC 24	-	1,250.00	CONTRACT PAYMENT			A
D-010125-724	014293 MEALS ON WHEELS OF EAST	133827	JAN 25	-	1,250.00	CONTRACT PAYMENT			A
D-020125-851	014293 MEALS ON WHEELS OF EAST	134124	FEB 25	-	1,250.00	CONTRACT PAYMENT			A
D-030125-009	014293 MEALS ON WHEELS OF EAST	134484	MAR 25	-	1,250.00	CONTRACT PAYMENT			A
D-040125-143	014293 MEALS ON WHEELS OF EAST	134867	APR 25	-	1,250.00	CONTRACT PAYMENT			A
D-050125-324	014293 MEALS ON WHEELS OF EAST	135325	MAY 25	-	1,250.00	CONTRACT PAYMENT			A
D-060225-482	014293 MEALS ON WHEELS OF EAST	135675	JUNE25	-	1,250.00	CONTRACT PAYMENT			A
D-070125-640	014293 MEALS ON WHEELS OF EAST	135999	JULY25	-	1,250.00	CONTRACT PAYMENT			A
D-080125-757	014293 MEALS ON WHEELS OF EAST	136444	AUG 25	-	1,250.00	CONTRACT PAYMENT			A
D-090125-975	014293 MEALS ON WHEELS OF EAST	136821	SEPT25	-	1,250.00	CONTRACT PAYMENT			A
TOTAL: CONTRACT AGREEMENTS		15,000.00	0.00	0.00	15,000.00	0.00	100	-----	
TOTAL: PUBLIC SERVICE		15,000.00	0.00	0.00	15,000.00	0.00	100	-----	
TOTAL: GENERAL FUND		15,000.00	0.00	0.00	15,000.00	0.00	100	-----	

Exp. Guideline with Detail  
FOR THE PERIOD(S) OCT 01, 2024 THROUGH SEP 30, 2025

SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	P.O. F 9	ACT YTD POSTED AND IN PROCESS	AMOUNT	REMAINING BALANCE	PCT	DESCRIPTION	FIL
GRAND TOTAL			15,000.00	0.00			0.00	15,000.00	0.00	100		
TOTAL NUMBER OF RECORDS PRINTED			13									



**4**

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

<b>Submission Date:</b> 3/2/2026	<b>Submitted by:</b> Misty Green
<b>Meeting Date:</b> 3/10/2026	<b>Department:</b> County Auditor
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Modify County Pay Scale	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to modify the FY26 County Pay Scale to include Assistant Facilities Services Director and authorize the County Judge to sign all related documentation.	
<b>Background:</b> Pay Range 998 Assistant Facilities Services Director Step 1 \$74,274 Step 2 \$79,250 Step 3 \$84,226	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Misty Green	<b>Email:</b> mgreen@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

### **Overview of requested changes**

Our department has grown over the years along with the County and continues to do so. To properly staff our facilities and ensure that properties are properly maintained and safe, we have added many field staff over the years without adding any management level positions or office help. When I came here in 2008 the department staff totaled 20 people and now in 2026 we have 37, nearly doubling and we should expect to see more growth in the future. If we're able to reach our goal of proper staffing levels, we could expect to see another 12 additional positions added. Currently, the Director and Maintenance Supervisor positions are both struggling to juggle all the shared responsibilities, forcing us to primarily focus on what's happening today. We're not able to properly manage other things such as our different building controls systems, department safety policy oversight and implementation, parts inventory and management, detailed asset management and preventative maintenance, key control, etc. These are all important items we're unable to give the full attention required and the county would benefit more from more thorough management. Additionally, this would ensure a "line of succession" for continued operations for the department.

I have had the Skilled Trade Specialist open since June 2025 and although we've had applicants, we have not had any with the skills and abilities that we would like to see fill that position. To obtain some help at the management level, I'm proposing that the following be done. This request will work within our department's existing salary plan and help to set this department up strategically for the growth that we're currently experiencing and anticipating. Additionally, In each annual budget cycle, I am continuously working toward properly staffing our county facilities with a goal of adding 3- Custodians, 8-Maintenance Mechanics and 1- Groundskeeper. Implementing an Assistant Director position will help with managing these future employees.

1. Revert the currently open Skilled Trade Specialist (HVAC) position (\$61,357-\$69,578) back to a regular Maintenance Mechanic (\$48,439-\$54,929).
2. Take the difference remaining from Skilled Trade Specialist (HVAC) salary (\$12,918 - \$14,649) add it to an existing Maintenance Foreman position (\$61,356 - \$69,577) currently acting as Maintenance Supervisor and change the title to create an Assistant Director position (\$74,274 - \$84,226).
3. The Maintenance Mechanic position converted from Skilled Trade Specialist (HVAC) will eventually take over buildings currently assigned to the 2<sup>nd</sup> Maintenance Foreman position, but for now, will be used to take some building assignment load from the other maintenance mechanics.
4. Another currently existing Maintenance Foreman position will later become the acting Maintenance Supervisor at current salary level. (In the future when vacated, another employee will be promoted).



**Edward H. Nichols**

Director, Facility Services

Smith County, Texas

302 E. Line St. Tyler, TX 75702

[Enichols@smith-county.com](mailto:Enichols@smith-county.com)

903-590-4787 (Office)

903-343-6790 (Work Cell)

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

Position	Payroll Scale	Payroll Range	FY26 Adopted Salary Plan		
			STEP 1	STEP 2	STEP 3
Assistant Facilities Services Director	CO	998	\$ 74,274	\$ 79,250	\$ 84,226
Construction Foreman	CO	999	\$ 68,394	\$ 72,182	\$ 76,167
Maintenance Foreman	CO	1000	\$ 61,356	\$ 65,383	\$ 69,577
Maintenance Skilled Trade Specialist	CO	1001	\$ 61,357	\$ 65,384	\$ 69,578
Maintenance Crewleader	CO	1002	\$ 54,189	\$ 57,746	\$ 61,449
Maintenance Mechanic	CO	1005	\$ 48,439	\$ 51,618	\$ 54,929
Groundskeeper	CO	1008	\$ 35,000	\$ 37,500	\$ 38,500
Custodial Supervisor	CO	1009	\$ 38,000	\$ 39,000	\$ 41,500
Custodian (0-1 year)	CO	1010	\$ 31,200	\$ 32,000	\$ 33,000
Custodian (1 - 5 yrs)	CO	1011	\$ 32,300	\$ 33,200	\$ 34,000
Custodian (5 -10 yrs)	CO	1012	\$ 34,000	\$ 35,000	\$ 36,500
Custodian (10+ yrs)	CO	1013	\$ 36,500	\$ 37,500	\$ 38,000

Proposed 3/2/2026

\_\_\_\_\_  
 Approved by Commissioner's Court

\_\_\_\_\_  
 Date

**5**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 3/2/2026	<b>Submitted by:</b> Misty Green
<b>Meeting Date:</b> 3/10/2026	<b>Department:</b> County Auditor
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Reclassify Facilities Services Positions	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to reclassify the following Facilities Services positions: #9 Maintenance Skilled Trade Specialist to Maintenance Mechanic and #2 Maintenance Foreman to Assistant Facilities Services Director. Authorize the County Judge to sign all related documentation.	
<b>Background:</b> Maintenance Skilled Trade Specialist salary range \$61,357 - \$69,578 Maintenance Mechanic salary range \$48,439 - \$54,929 Maintenance Foreman salary range \$61,356 - \$69,577 Assistant Facilities Services Director salary range \$74,274 - \$84,226	
<b>Financial and Operational Impact:</b> Budget savings from reclassifying the Maintenance Skilled Trade Specialist will be used to offset the higher salary of an Assistant Facilities Services Director.	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Misty Green	<b>Email:</b> mgreen@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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**SUBMIT**

Office Use Only  
Agenda Item # \_\_\_\_\_

### **Overview of requested changes**

Our department has grown over the years along with the County and continues to do so. To properly staff our facilities and ensure that properties are properly maintained and safe, we have added many field staff over the years without adding any management level positions or office help. When I came here in 2008 the department staff totaled 20 people and now in 2026 we have 37, nearly doubling and we should expect to see more growth in the future. If we're able to reach our goal of proper staffing levels, we could expect to see another 12 additional positions added. Currently, the Director and Maintenance Supervisor positions are both struggling to juggle all the shared responsibilities, forcing us to primarily focus on what's happening today. We're not able to properly manage other things such as our different building controls systems, department safety policy oversight and implementation, parts inventory and management, detailed asset management and preventative maintenance, key control, etc. These are all important items we're unable to give the full attention required and the county would benefit more from more thorough management. Additionally, this would ensure a "line of succession" for continued operations for the department.

I have had the Skilled Trade Specialist open since June 2025 and although we've had applicants, we have not had any with the skills and abilities that we would like to see fill that position. To obtain some help at the management level, I'm proposing that the following be done. This request will work within our department's existing salary plan and help to set this department up strategically for the growth that we're currently experiencing and anticipating. Additionally, In each annual budget cycle, I am continuously working toward properly staffing our county facilities with a goal of adding 3- Custodians, 8-Maintenance Mechanics and 1- Groundskeeper. Implementing an Assistant Director position will help with managing these future employees.

1. Revert the currently open Skilled Trade Specialist (HVAC) position (\$61,357-\$69,578) back to a regular Maintenance Mechanic (\$48,439-\$54,929).
2. Take the difference remaining from Skilled Trade Specialist (HVAC) salary (\$12,918 - \$14,649) add it to an existing Maintenance Foreman position (\$61,356 - \$69,577) currently acting as Maintenance Supervisor and change the title to create an Assistant Director position (\$74,274 - \$84,226).
3. The Maintenance Mechanic position converted from Skilled Trade Specialist (HVAC) will eventually take over buildings currently assigned to the 2<sup>nd</sup> Maintenance Foreman position, but for now, will be used to take some building assignment load from the other maintenance mechanics.
4. Another currently existing Maintenance Foreman position will later become the acting Maintenance Supervisor at current salary level. (In the future when vacated, another employee will be promoted).



**Edward H. Nichols**

Director, Facility Services

Smith County, Texas

302 E. Line St. Tyler, TX 75702

[Enichols@smith-county.com](mailto:Enichols@smith-county.com)

903-590-4787 (Office)

903-343-6790 (Work Cell)

10.410 Facilities Services

	4100.100 Salaries	4100.109 Accrued Leave	4100.113 Longevity	Total Facilities Services
FY26 Budget	\$ 1,603,991.00	\$ -	\$ 6,480.00	\$ 1,610,471.00

Actual Expenditures FTD	Budgeted	Projected Salary Lag*
10/10/2025 \$ 16,359.22 \$ 162.82 \$ 270.00 \$ 16,792.04		
10/24/2025 \$ 58,102.19 \$ - \$ 270.00 \$ 58,372.19		
11/7/2025 \$ 57,522.60 \$ 1,398.82 \$ 280.00 \$ 59,201.42		
11/21/2025 \$ 58,332.13 \$ - \$ 280.00 \$ 58,612.13		
12/5/2025 \$ 58,332.18 \$ - \$ 280.00 \$ 58,612.18		
12/19/2025 \$ 58,332.18 \$ - \$ 280.00 \$ 58,612.18		
1/2/2026 \$ 58,332.18 \$ - \$ 280.00 \$ 58,612.18		
1/16/2026 \$ 58,332.17 \$ - \$ 280.00 \$ 58,612.17		
1/30/2026 \$ 58,481.28 \$ - \$ - \$ 58,481.28		
2/13/2026 \$ 59,574.45 \$ - \$ 290.00 \$ 59,864.45		
2/27/2026 \$ 58,565.68 \$ 518.27 \$ 290.00 \$ 59,373.95		
3/13/2026 \$ 61,842.08 \$ - \$ 290.00 \$ 62,132.08		
3/27/2026* \$ 62,058.27 \$ - \$ 280.00 \$ 62,338.27		
4/10/2026 \$ 62,058.27 \$ - \$ 280.00 \$ 62,338.27		
4/24/2026 \$ 62,058.27 \$ - \$ 280.00 \$ 62,338.27		
5/8/2026 \$ 62,158.27 \$ - \$ 280.00 \$ 62,438.27		
5/22/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
6/5/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
6/19/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
7/3/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
7/17/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
7/31/2026 \$ 62,058.27 \$ - \$ - \$ 62,058.27		
8/14/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
8/28/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
9/11/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
9/25/2026 \$ 62,058.27 \$ - \$ 290.00 \$ 62,348.27		
10/9/2026 \$ 49,748.15 \$ - \$ 290.00 \$ 50,038.15		
<b>\$ 1,580,772.27 \$ 2,079.91 \$ 7,110.00 \$ 1,589,962.18 \$ 1,610,471.00 \$ 20,508.82</b>		

\*Projection assumes: 1) FT salaries will continue at current levels. 2) The currently vacant Maintenance Skilled Trade Specialist in position #9 is reclassified to Maintenance Mechanic pay range 1005 on current salary plan. 3) A new payroll range is created on the CO Pay Scale for Assistant Facilities Services Director (step 1 \$74,274 step 2 \$79,250 step 3 \$84,226) and the Maintenance Foreman in position #2 is reclassified as such. 4) Three vacant positions are filled on the 1st day of the new pay period at step 3. Groundskeeper \$38,500, Custodian \$33,000, and Maintenance Mechanic \$54,929.

<b>FY27 Positions</b>	<b>Current Salaries with Approved Requests</b>
1 Facilities Services Director	\$ 110,319.00
2 Assistant Facilities Services Director	\$ 84,226.00
3 Maintenance Foreman	\$ 65,383.00
4 Construction Foreman	\$ 76,167.00
5 Maintenance Crewleader	\$ 57,746.00
6 Maintenance Mechanic	\$ 54,929.00
7 Maintenance Mechanic	\$ 48,439.00
8 Maintenance Mechanic	\$ 48,439.00
9 Maintenance Mechanic	\$ 54,929.00
10 Maintenance Mechanic	\$ 51,618.00
11 Maintenance Mechanic	\$ 54,929.00
12 Groundskeeper	\$ 37,500.00
13 Maintenance Mechanic	\$ 51,618.00
14 Administrative Assistant (10+ yrs)	\$ 53,841.00
15 Custodial Supervisor	\$ 41,500.00
16 Custodian (1-5 yrs)	\$ 32,300.00
17 Custodian (1-5 yrs)	\$ 32,300.00
18 Custodian (0-1 year)	\$ 33,000.00
19 Custodian (0-1 year)	\$ 31,200.00
20 Custodian (1-5 yrs)	\$ 33,200.00
21 Custodian (0-1 year)	\$ 31,200.00
22 Custodian (5-10 yrs)	\$ 35,000.00
23 Custodian (1-5 yrs)	\$ 32,300.00
24 Maintenance Mechanic	\$ 51,618.00
25 Maintenance Mechanic	\$ 51,618.00
26 Maintenance Mechanic	\$ 48,439.00
27 Maintenance Mechanic	\$ 51,618.00
28 Custodian (1-5 yrs)	\$ 33,200.00
29 Custodian (1-5 yrs)	\$ 33,200.00
30 Custodian (1-5 yrs)	\$ 33,200.00
31 Custodian (0-1 year)	\$ 31,200.00
32 Custodian (1-5 yrs)	\$ 33,200.00
33 Maintenance Mechanic	\$ 48,439.00
34 Groundskeeper	\$ 38,500.00
Boot Allowance & Bi-lingual Supplements	\$ 10,500.00
	<u>\$ 1,616,815.00</u>

**6**

# SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/27/2026	<b>Submitted by:</b> Michelle Allcon
<b>Meeting Date:</b> 03/10/2026	<b>Department:</b> Elections
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Elections	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to approve a Facility Use Agreement between Smith County and the following locations for the May 2, 2026 election, and authorize the county judge to sign all related documentation. a. Pollard United Methodist Church b. Tyler Fire Department-Station 1	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Michelle Allcon	<b>Email:</b> mallcon@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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](mailto: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**  
Pollard United Methodist Church

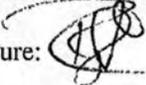
This Agreement is made this 26 day of Feb, 2026, by and between **Pollard United Methodist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 3030 New Copeland Rd, 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:  
Adult Building-Room A1 and A2  
  
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"):  
April 17, 2026-Delivery of Election Equipment (Specific time to be scheduled in advance)  
April 20, 2026-Early Voting-Polls open 8-5  
April 21, 2026-No Voting-San Jacinto Day  
April 22-24, 2026-Early Voting-Polls open 8-5  
April 25, 2028-Early Voting-Polls open 9-3  
April 26, 2026-No Voting  
April 27-28, 2026-Early Voting-Polls open 8-5  
May 2, 2026-Election Day-Polls open 7-7  
May 4, 2026-Pickup of Election Equipment (Specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$50.00/day** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: Kimmery Offord at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.  
  
Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.
10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

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

**FACILITY  
POLLARD UNITED METHODIST CHURCH**

Signature: 

Printed Name: RYAN STRATTON  
Title: SENIOR PASTOR  
Date: 2/26/26

Mailing Address:  
3030 New Copeland Rd.,  
Tyler, TX 75701

**USER  
SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature: 

Name: Michelle Allcon  
Title: Smith County Elections Administrator  
Date: 2/27/2026

Signature:

Name: Neal Franklin  
Title: Smith County Judge  
Date:

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

## FACILITIES USE AGREEMENT

Tyler Fire Department-Station 1

This Agreement is made this 27 day of February, 2026, by and between **Tyler Fire Department** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

**1. Premises:** Facility grants to User the use of that portion of the Facility, located at 801 W Gentry Pkwy, 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"):  
April 17, 2026-Delivery of Election Equipment (Specific time to be scheduled in advance)  
April 20, 2026-Early Voting-Polls open 8-5  
April 21, 2026-No Voting-San Jacinto Day  
April 22-24, 2026-Early Voting-Polls open 8-5  
April 25, 2028-Early Voting-Polls open 9-3  
April 26, 2026-No Voting  
April 27-28, 2026-Early Voting-Polls open 8-5  
May 2, 2026-Election Day-Polls open 7-7  
May 4, 2026-Pickup of Election Equipment (Specific time to be scheduled in advance)

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

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

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

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

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

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

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

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

**FACILITY**  
**TYLER FIRE DEPARTMENT-STATION 1**

Signature: 

Printed Name: David L. Coble

Title: Fire Chief

Date: 2/27/2026

Mailing Address:

~~801 W Gentry Pkwy~~, 1520 West Front St.  
Tyler, TX 75702

**USER**  
**SMITH COUNTY ELECTIONS ADMINISTRATION**

Signature: 

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date: 2/27/2026

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date:

Mailing Address:

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

**7**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 02/27/2026	<b>Submitted by:</b> Michelle Allcon
<b>Meeting Date:</b> 03/10/2026	<b>Department:</b> Elections
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Elections	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and Lindale Independent School District for the May 2, 2026 Election and authorize the county judge to sign all related documentation.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Michelle Allcon	<b>Email:</b> mallcon@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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](mailto: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 LLINDALE  
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

This Agreement is entered into this 10 day of March, 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 Lindale Independent School District with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

**WITNESSETH**

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

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

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

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

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

**PURPOSE**

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

## TERMS, RIGHTS AND DUTIES

### I. COUNTY'S DUTIES

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

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

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

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

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

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

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

## II. VOTING UNIT'S DUTIES

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

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

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

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

### **III. CONSIDERATION**

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

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

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

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

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

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

#### **IV. TERM**

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

#### **V. INDEMNIFICATION**

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

#### **VI. FORCE MAJEURE**

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

#### **VII. VENUE AND CHOICE OF LAW**

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

#### **VIII. MODIFICATION**

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

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

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

#### **IX. NON-ASSIGNMENT OF RIGHTS**

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

#### **X. SUCCESSORS AND ASSIGNS**

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

#### **XI. NOTICES**

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

##### **SMITH COUNTY**

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

##### **LINDALE INDEPENDENT SCHOOL DISTRICT**

c/o Mike Combs, Board President  
PO Box 370  
Lindale, TX 75771

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

#### **XII. CANCELLATIONS**

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

**IN WITNESS WHEREOF**, Smith County and Lindale Independent School District have caused this agreement to be effective as of the 9 day of February, 2026.

**APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING** on the 10 day of **March**, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

**SMITH COUNTY**

\_\_\_\_\_  
NEAL FRANKLIN,  
COUNTY JUDGE

**RECOMMENDED**

Michelle Allcon  
MICHELLE ALLCON,  
ELECTION ADMINISTRATOR

ATTEST:

BY: \_\_\_\_\_  
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: \_\_\_\_\_  
THOMAS WILSON, ASSISTANT D. A.

**APPROVED BY LINDALE INDEPENDENT SCHOOL DISTRICT SCHOOL BOARD IN A MEETING on the 9 day of February, 2026 and executed by MIKE COMBS, Board President, as the authorized representative of LINDALE INDEPENDENT SCHOOL DISTRICT.**

**LINDALE INDEPENDENT SCHOOL DISTRICT**

BY: Mike Combs  
MIKE COMBS, BOARD PRESIDENT

ATTEST: Karen L. Gott  
BY: Karen L. Gott  
DR. KAREN GOTT, BOARD SECRETARY

APPROVED:

BY: \_\_\_\_\_  
RANDALL COOK, ATTORNEY FOR LINDALE ISD

# ESTIMATE

To: Penni Jordan  
 Lindale ISD  
 PO Box 370  
 Lindale, TX 75771



Smith County

Elections  
 Administration

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

INVOICE #  
 DATE:

Make all checks  
 payable to: Smith  
 County

**THANK YOU  
 FOR YOUR  
 BUSINESS!**

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

DESCRIPTION	TOTAL COST	LINDALE ISD COST
EV Locations-Workers/Location Rental/Supplies	18,849.00	1,106.81
ED Locations-Workers/Location Rental/Supplies	19,000.00	926.84
Central-Workers/Location Rental/Supplies	6,010.00	401.00
Publications of Notice of Election & L&A	1,500.00	100.00
Absentee Ballots	617.10	193.60
Rental of Election Equipment	2,708.45	2,708.45
ES&S Invoices	20,000.00	769.25
Equipment Delivery	6,200.00	413.33
	<b>SUBTOTAL</b>	<b>6,619.28</b>
	<b>10% ADMINISTRATIVE FEE</b>	<b>661.93</b>
	<b>TOTAL</b>	<b>7,281.21</b>

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

<b>Submission Date:</b> 2/27/26	<b>Submitted by:</b> E. Corona
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<b>Meeting Date:</b> 3/10/2026	<b>Department:</b> HR
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**Item Requested is:**  For Action/Consideration       For Discussion/Report

**Title:** Grievance Committee Members

**Agenda Category:**     Briefing Session       Recurring Business  
                                    Court Orders             Resolution  
                                    Presentation             Executive Session

**Agenda Wording:** Consider and take necessary action on the selection of the recommended grievance committee members.

**Background:** Smith County's policy is to prevent employee grievances whenever possible and to address any that arise promptly, with the goal of resolving issues at the lowest appropriate administrative level to ensure efficient operations. The Grievance Committee will be made up of County personnel with two (2) non-voting members and five (5) voting members, plus one (1) alternate. The Human Resource Director and the Assistant District Attorney for the Commissioners Court will be the non-voting members and will act as advisors to the committee. The five voting members are recommended by the HR office to the Commissioners Court. See attached recommendations, these members will serve a 2 year term.

**Financial and Operational Impact:**

<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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**Does Document Require Signature?** Yes  No

**Return Signed Documents to the following:**

<b>Name:</b>	<b>Email:</b>

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](mailto: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 # \_\_\_\_\_

## Grievance Committee Members

Smith County's policy is to prevent employee grievances whenever possible and to address any that arise promptly, with the goal of resolving issues at the lowest appropriate administrative level to ensure efficient operations.

The Grievance Committee will be made up of County personnel with two (2) non-voting members and five (5) voting members, plus one (1) alternate. The Human Resource Director and the Assistant District Attorney for the Commissioners Court will be the non-voting members and will act as advisors to the committee.

The five voting members are recommended by the HR office to the Commissioners Court.

### Recommendations:

**Edgar Nieto** – Minimum of five (5) years of service with Smith County as a regular, full-time employee in good standing. *Investigator V in SO.*

**Jose Rojas** –Minimum of ten (10) years of service with Smith County as a regular, full-time employee in good standing. *Deputy Constable Pct. 1*

**Gabriella Creel** –Employee in supervisory position. *Help Desk Manager, IT*

**Keith Buckner** –Department Head. *Records Manager*

**Atonia Rawlings**–Elected Official. *Treasurer*

Alternate member- **Jessica Jones**, *Asst. Chief Deputy, Tax Office*

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## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 3/2/2026	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 3/10/2026	<b>Department:</b> Comm Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Department Reports	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Receive monthly reports from Smith County departments.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>

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](mailto: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 # \_\_\_\_\_

# FACILITY SERVICES

MONTHLY REPORT  
FEBRUARY 2026

EDWARD NICHOLS, DIRECTOR

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## COMPLETED PM'S / WORK ORDERS

- Combined total: **1,455**
- Completed PM's: 1,111
- Completed Non-PM work orders: 344
- Average hours per work order: 0.73
- Average cost per work order: \$20.48
- Combined total work orders completed for FY26: **7,684**

## COMPLETED TASKS

- **Annex-**
  - Replaced sump pumps 1 & 2 located in the lower-level mechanical room.
- **Facility Services-**
  - Relocated office from 312 E. Ferguson over to the new 302 E. Line St. location.
  - Replaced the engine on one of our zero turn mowers.
  - Rekeyed our old facility for use by the Animal Control department.
- **Central Jail-**
  - Replaced bad electrical motor starter contactor for Condenser water pump.
  - Completed repairs to the kitchen warming table.
  - Replaced faulty water shutoff valves serving Side Cells 311 & 312.
- **EOC-**
  - Repaired broken domestic water supply line underground near the meter.
- **Courthouse-**
  - Troubleshoot and repaired issues with the tunnel curtain gates.
- **Road and Bridge-**
  - Completed the annual overhead crane inspection.
- **North Jail-**
  - Replaced the motor on the O tank exhaust fan.
  - Troubleshoot and repaired issues with M and J tank roof top units.
  - Repaired hot water pipe leak located beneath the concrete slab floor of O tank.
  - Troubleshoot and repaired control circuit issues for smoke exhaust fans.
  - Troubleshoot and replaced a 480v heating element in the kitchen.

## CURRENT & SCHEDULED TASKS

- **Open Positions-**
  - Fill open Skilled Trade Specialist (HVAC Tech) position.
    - May instead, request the CC to revert this position back to a Maintenance Mechanic and add the difference in pay to an existing Maintenance Foreman position #2 and reclass it to create an Assistant Director position.
  - Fill Qty.3 new Custodian positions to begin working in July 2026.
  - Fill open Groundskeeper position.
  - Fill open Custodian position.
- **Employee Training-**
  - Certifications for custodians as needed.

- Maintenance to attend available training classes.
- **Courthouse Construction-** Hoar & SCI Construction
  - The new Courthouse site demolition began on August 5th. Expected completion and move in is currently planned to begin at the end of December 2026.
  - Demolition of existing Courthouse is expected to begin in March 2027.
- **Annex-**
  - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2<sup>nd</sup> floor I.T. server room project.
    - Awaiting award of Architectural RFP. (Approximately March)
  - Begin planning for exterior waterproofing of the entire building. (CIP project)
    - We are currently working with Walker Consultants for assessment, design, spec, contract admin.
      - Waiting on legal to sort out some contract details and will then bring to court for discussion.
    - Project would be put out for RFP to contractors.
- **North Jail-**
  - Upgrade of the jail generator. – **ARPA**
    - Fitzpatrick Architects to provide design, specifications and contract administration.
    - PO issued to Drewery Construction \$427,036 on 12/19/24.
      - It is expected to begin in December 2025 and be completed February 2026.
        - Install completed, still working out issue with the propane fuel source.
  - Look into possibly installing a ductless mini-split system in the North Jail's central picket.
  - FY26 CIP roof replacement project.
    - Awaiting award of Architectural RFP. (Approximately March)
- **Central Jail –**
  - FY25 CIP project to replace the roof of the old jail sections. – Estimated \$1M
    - Fitzpatrick to design/spec/administrate.
      - In progress as of 12/01/25.
  - Replace Qty.4 HVAC pumps.
    - PO's issued for each and provided to the contractor.
      - Estimated completion at the end of March or beginning of April.
  - FY26 CIP lighting controls upgrade.
    - Awaiting award of Architectural RFP. (Approximately March)
  - Repairs to vehicle entrance/exit gates.
  - Replace multiple damaged counters in the tower tanks.
    - Repair existing - \$31,800
    - Replace with stainless steel – Approximately \$4,900 × Qty.8 = \$39,200
    - We must regularly repair the existing counters, and the cost is close enough to warrant spending a little more to replace them with stainless. This would cut out most of the reoccurring repairs in the future. Since 2021 we have spent approximately \$14,300 in repairs to these.
- **Pct.2 Noonday –**
  - FY26 CIP parking lot expansion behind Constable, address lawn drainage issues and annual maintenance on existing asphalt parking lot.
    - Awaiting award of Architectural RFP. (Approximately March)
- **Parking lot improvement- FY26 CIP**
  - Pct.5 Lindale – seal/stripe
  - Pct.4 Winona – seal/stripe
- **Combined storage facility construction – FY26 CIP**

## 2026 Monthly Report for Judicial Compliance Court Fees and Fines

	# New Cases	Amount Assessed	Amount Collected
<b>January</b>			
District	33	\$20,397.81	\$18,393.61
County	137	\$97,642.33	\$61,439.30
JP	140	\$49,716.23	\$24,082.50
Total	310	\$167,756.37	\$103,915.41
<b>February</b>			
District	24	\$15,834.14	\$16,963.56
County	138	\$71,102.92	\$73,643.85
JP	131	\$42,403.10	\$33,892.75
Total	293	129,340.16	\$124,500.16
<b>YTD</b>	<b>603</b>	<b>\$297,096.53</b>	<b>\$228,415.57</b>



# County Of Smith

*"Striving For Excellence"*

Phone: (903) 590-2620

Fax: (903) 590-2626

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

## **MONTHLY REPORT**

### **February 2026**

**DATE:** February 27, 2026

Inmates interviewed	178
PBO bonds submitted	35
PBO bonds approved	26
PBO bonds in review	0
Inmates released/PBO bonds	14
Defendants failed to show for court	1

**Bonds Processed:**

Misdemeanors	341
Felony	179
Class – C	15
Out of county	32
Bond Fees collected	\$ 2,735.00
Total bonds processed	567

The Smith County Bail Bond Board meeting was on February 18, 2025, all bonding companies were in compliance.

## **BONDS DISPOSED by the COURT:**

**Taylor Saturley**- Plead 2-09-26 received two years' probation and 10 hours of community service.

**Monica Graves** - Plead 2-13-26 received 70 days Smith County Jail

**Roderick Haggerty** – 2-18-26 DA declined his case.

**Brylie Starr** – Plead 2-18-26 received time served on her DWI.

**Reginald Jenkins** - Plead 2-18-26 received 50 days Smith County Jail.

**Matthew Fletcher** – Plead 2-19-26 received two years' probation, 200 hours of community service and his misdemeanor case was dismissed by the DA.

**Kimberly Wideman**- Plead 2-20-26 received five years' probation and 120 hours of community service.

**Lee Guley** -Plead 2-25-26 received three days Smith County Jail.

**Gabriel Wallace**- Plead 2-26-26 received five years' probation.

**Quiency Pordia**- Plead 2-27-26 received 10 years' probation and 800 hours of community service.

**Cody Lozano**- 2-27-26 DA declined case.

## **FTA/ BOND VIOL/SOB/ARRESTED:**

**Markeith Williams** - was arrested on his bond violation warrant 2-4-26.

**Mardreus Ward** - was arrested on his bond violation warrant 2-6-26.

**Tamia Evans**- 2-6-26 bond violation warrant was issued and she was arrested 2-12-26.

**Brylie Starr** – she was arrested on her bond violation 2-11-26.

**Latara Bradford**- bond forfeiture warrant was issued for fail to appear for court 2-13-26.

**Zachary Burch**- was arrested on a new charge 2-23-26.

**Jose Cedillo**- bond violation warrant was issued 2-24-26.

**James Philen**- bond violation warrant was issued 2-26-26.

Staff is currently monitoring **90** defendants on the Pre-Trial Release Program.

Respectfully,



Shane Scott

Director

# **Smith County Veterans Service Office**

## **MONTHLY REPORT**

**February 2025**

### **Office Visits:**

**Smith County Residents – 128**

**Out of County Residents – 65**

**Total - 193**

**Phone Calls –533**

**Initial Claims Filed- 31**

**Pension, DIC & Survivor's Claims Filed-15**

**Appeals Filed- 25**

**Miscellaneous (Burial, DD-214 requests, etc.) - 152**

**Number of Clients Not Eligible to file claims-2**

**10**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 03/02/2026	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 03/10/2026	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> PLAT	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Consider and take necessary action to authorize the County Judge to sign the: a. Re-Plat for Legacy Ranch Phase 2, Lot 2, Precinct 3, b. Final Plat for Woodland Park Phase 2, Precinct 1; and c. Final Plat for Woodland Park Phase 2, Precinct 1	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>

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](mailto: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: Legacy Ranch Phase 2 Replat Lot 2  
 Adjacent Road: CR 440; Lindane X  
 Developer: Nick Allegretto Phone: \_\_\_\_\_  
 email: nicholasallegretto@yahoo Fax: \_\_\_\_\_  
 Surveyor: J Prange Surveyor Phone: 903-754-7232  
 email: bblock@Tsurvey.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)	2-25-26 SB		
	Plat Fee	\$25 2-25-26 SB	\$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	2-25-26 SB		
	Designated Rep. (Pledger) Clearance Letter	See notes below 2-25-26 SB		
	Tax Certificate	2-25-26 SB		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)	NA		
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) - Pledger letter "NOT" required  
 Decrease lot(s) - Pledger letter "IS" required



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

**PLAT, SUBDIVISION & STREET NAME REVIEW**  
**02-23-2026**  
Reviewed By: Kim Wheeler, GIS Coordinator

***Legacy Ranch- Phase 2, SC 911 Addressing, no conflicts***

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

**February 20, 2026**

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

**RE: Legacy Ranch Phase 2 Replat**  
Sir,

As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), **Nicholas Allegretto with NKA Holdings LLC** has submitted an application to this office seeking approval of development planning materials for a **replat of lot 2 to 2A,2B,2C,2D,2E,2F,2G from a 6.241-acre tract located at 20131 FM 16 W, Lindale Texas 75771** in Smith County.

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

I have reviewed the information submitted by **Nicholas Allegretto with NKA Holdings LLC** and his consultant Mr. Issac Ridgle an R.S. and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site wastewater disposal systems. Please call the above number if you have any questions.

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

*Robert Stanley*  
Robert Stanley  
Designated Representative  
Smith County

TAX CERTIFICATE FOR ACCOUNT : 100000066800003000

PAGE 1 OF 1

AD NUMBER: R030018

DATE : 2/18/2026

GF NUMBER:

FEE : \$10.00

CERTIFICATE NO : 15145869

PROPERTY DESCRIPTION

COLLECTING AGENCY

ABST A0668 J MCKNIGHT TRACT 3-5

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

0020131 FM 16  
211 ACRES

REQUESTED BY

PROPERTY OWNER

7 RANGE SURVEYING

YOUTH WITH A MISSION

20495 COUNTY ROAD 4114  
LINDALE TX 75771

PO BOX 3000  
LINDALE TX 75771

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

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

CURRENT VALUES			
LAND MKT VALUE:	25,641	IMPROVEMENT :	0
AG LAND VALUE:	1,846,773	DEF HOMESTEAD:	0
APPRAISED VALUE:	1,872,414	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 2/2026 : \$0.00

ISSUED TO : 7 RANGE SURVEYING  
ACCOUNT NUMBER: 100000066800003000

CERTIFIED BY : Diana Boyer

SMITH COUNTY



NOTES:

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

2) THIS PLAT CREATES 16 LOTS AND 2 TRACTS OUT OF THAT CERTAIN 105.695 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202401031770 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.

3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0460C, EFFECTIVE DATE SEPTEMBER 26, 2008.

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

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

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

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

OWNER'S STATEMENTS:

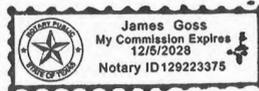
WE, MEHU HOLDINGS, LLC, THE OWNERS OF THE TRACT OF LAND SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

*[Signature]*  
MEHU HOLDINGS, LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 19th DAY OF February, 2026.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS



COUNTY APPROVAL:

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

COUNTY JUDGE

RECORDING INFORMATION:

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

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

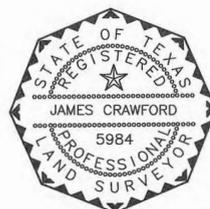
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES CRAWFORD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 11TH DAY OF FEBRUARY, 2026.

*[Signature]*  
JAMES CRAWFORD  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



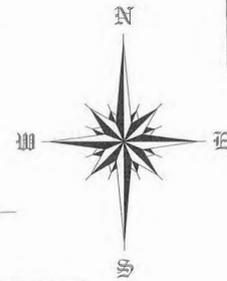
PREPARED BY:  
**HALO**  
SURVEYING, LLC  
9097 COUNTY ROAD 2193  
WHITEHOUSE, TEXAS 75791  
(903) 570-0857  
TBELS FIRM REGISTRATION NO. 10194259

LINE	BEARING	DISTANCE
L1	S 39°30'28" W	30.24'
L2	S 01°53'41" E	84.32'
L3	N 03°27'36" W	79.06'

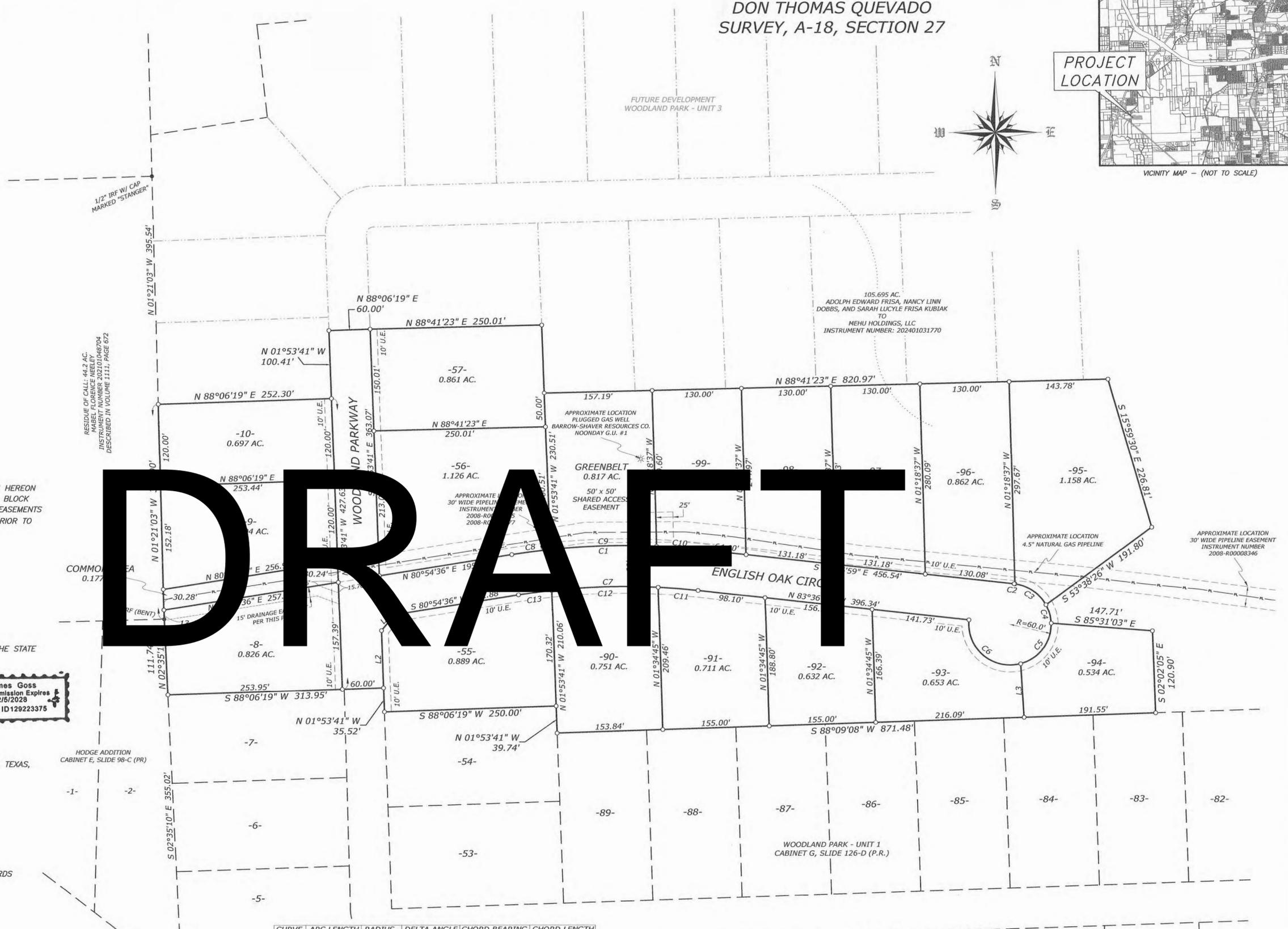
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	278.17'	1030.00'	15°28'25"	N 88°38'49" E	277.32'
C2	1.10'	60.00'	1°02'59"	S 83°05'29" E	1.10'
C3	56.61'	60.00'	54°03'39"	S 55°32'10" E	54.54'
C4	28.24'	60.00'	26°57'56"	S 15°01'23" E	27.98'
C5	80.38'	60.00'	76°45'36"	S 36°50'23" W	74.50'
C6	116.41'	60.00'	111°09'50"	N 49°11'54" W	98.99'
C7	262.17'	970.00'	15°29'09"	S 88°39'11" W	261.37'
C8	56.35'	1030.00'	3°08'05"	N 82°28'38" E	56.34'
C9	154.99'	1030.00'	8°38'22"	N 88°21'34" E	154.84'
C10	66.83'	1030.00'	3°45'17"	S 85°29'04" E	66.82'
C11	58.20'	970.00'	3°26'17"	N 85°19'23" W	58.19'
C12	155.16'	970.00'	9°09'54"	S 88°22'32" W	154.99'
C13	48.81'	970.00'	2°52'59"	S 82°21'05" W	48.80'

DON THOMAS QUEVADO SURVEY, A-18, SECTION 27

PROJECT LOCATION

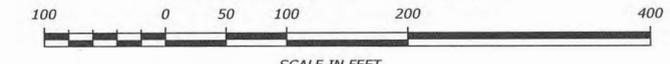


VICINITY MAP - (NOT TO SCALE)



**DRAFT**

SUBDIVISION PLAT  
WOODLAND PARK - UNIT 2  
BEING A PART OF THE  
DON THOMAS QUEVADO SURVEY,  
A-18, SECTION 27  
SMITH COUNTY, TEXAS



SCALE IN FEET

○ - DENOTES 1/2" IRIS W/CAP MARKED "HALO 5984" UNLESS OTHERWISE NOTED.  
● - DENOTES 1/2" IRF UNLESS OTHERWISE NOTED.  
U.E. - UTILITY EASEMENT



**Subdivision Name:** Woodland Park Phase 2

**Adjacent Road:** Woodland Pkwy

**Developer:** MEHU Holdings, LLC **Phone:** 903-714-5288

**email:** jamesg@huntetx.com **Fax:** \_\_\_\_\_

**Surveyor:** Halo Surveying **Phone:** 903-570-0857

**email:** james@halosurveying.com **Fax:** \_\_\_\_\_

**Roadway Length:** 1,485 **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		Attached
	Preliminary Plat Approved	Not Required		Attached
	Final Plat (mylar & 3 prints)			Attached
	Plat Fee	\$25	\$100	\$250 <sup>✓</sup> S.B. 2-26-26
	Construction Bond (\$20 /ft.)	Not Required	Not Required	\$29,700.00 <sup>✓</sup> 2-26-26
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	\$2,227.50 <sup>✓</sup> 2-26-26
	911 Clearance Letter			Attached <sup>✓</sup> 2-26-26
	Designated Rep. (Pledger) Clearance Letter	See notes below		Attached <sup>✓</sup> 2-26-26
	Tax Certificate			Attached <sup>✓</sup> 2-26-26
	Plans and Specifications (2 copies)	Not Required	Not Required	Attached <sup>✓</sup>
	TCEQ Permit for Dam (if lake or pond present)			N/A
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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



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

**PLAT, SUBDIVISION & STREET NAME REVIEW**  
**02-06-2026**  
Reviewed By: Kim Wheeler, GIS Coordinator

**Woodland Park – Unit 2, SC 911 Addressing, no conflicts**

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

**March 18, 2025**

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

**RE: Woodland Park Units 1 & 2**

**Sir**

**As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), William L. Hunt 3rd with Mehu Holdings, LLC have submitted an application to this office is seeking approval of development planning materials for a new 99 lot Subdivision from a 105.695 acre tract located Pin # 040187 on FM 2868 Flint, Texas in Smith County, Texas.**

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

**I have reviewed the information submitted by William L. Hunt 3rd with Mehu Holdings, LLC and their consultant Mrs. Heather McCarty an R.S. , and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.**

*Mike Pledger*

**Mike Pledger  
Designated Representative  
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 10000001827005000

AD NUMBER: 40187

GF NUMBER:

CERTIFICATE NO : 14814228

COLLECTING AGENCY

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

REQUESTED BY

HALO SURVEYING

9097 CR 2193  
WHITEHOUSE TX 75791

DATE : 10/31/2025

FEE : \$10.00

PROPERTY DESCRIPTION

ABST A0018 T QUEVADO TRACT 5 &  
11S27 NEW SUBD FILED MAY 20  
25 TO WORK

0000000 FM 2868

0 ACRES

PROPERTY OWNER

MEHU HOLDINGS LLC

17044 FM 2493

FLINT TX 75762

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

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

CURRENT VALUES			
LAND MKT VALUE:	13,323	IMPROVEMENT:	0
AG LAND VALUE:	925,513	DEFHOMESTEAD:	0
APPRAISED VALUE:	938,836	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 10/2025 : \$ 0.00

ISSUED TO: HALO SURVEYING  
ACCOUNT NUMBER: 10000001827005000

CERTIFIED BY:



SMITH COUNTY



# INSURORS

INDEMNITY COMPANIES

Phone: 877 816 2800

PO Box 32577  
Waco, Texas 76703-4200

## SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. CNB-26-0006545-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hunt Development, LLC, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and doing business and under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto SMITH COUNTY JUDGE NEAL FRANKLIN OR HIS SUCCESSOR, as Obligee, in the sum of Twenty Nine Thousand Seven Hundred Dollars Dollars (\$29,700.00) for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in \_\_\_\_\_  
Woodland Park Phase 2, Subdivision, in Smith County the  
following improvements: Roads and Drainage Improvements.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 10th day of February, 2026.

Hunt Development, LLC

Principal

BY: \_\_\_\_\_

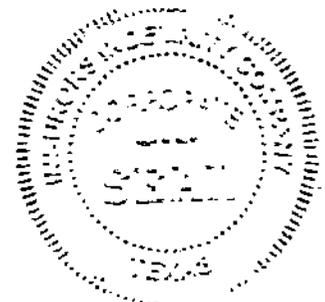
INSURORS INDEMNITY COMPANY

BY: \_\_\_\_\_

Amanda Harney

Attorney-in-Fact

Bond verification: [bonddept@insurorsindemnity.com](mailto:bonddept@insurorsindemnity.com)



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

Number: CNB-26-0006545-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

Amanda Harney of the City of Dallas, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

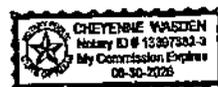
By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Warden

Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this \_\_\_\_\_  
10th day of February 2026

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY,  
PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT  
[BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).



Phone: 877 816 2800

PO Box 32577

Waco, Texas 76703-4200

## IMPORTANT NOTICE - AVISO IMPORTANTE

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NOTES:

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

2) THIS PLAT CREATES 16 LOTS OUT OF THAT CERTAIN 105.695 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202401031770 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.191 OF AN ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202501007501 OF THE OFFICIAL RECORDS OF SMITH COUNTY, TEXAS.

3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0460C, EFFECTIVE DATE SEPTEMBER 26, 2008.

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

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

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

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

OWNER'S STATEMENTS:

WE, MEHU HOLDINGS, LLC, THE OWNERS OF THE TRACT OF LAND SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

Signature of MEHU HOLDINGS, LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 29th DAY OF October, 2025.

Signature of Notary Public

PAUL ALAN RIVARD
Notary Public, State of Texas
Comm. Expires 04-12-2026
Notary ID 131527542

COUNTY APPROVAL:

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

COUNTY JUDGE

RECORDING INFORMATION:

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

THIS THE \_\_\_ DAY OF \_\_\_, 2025.

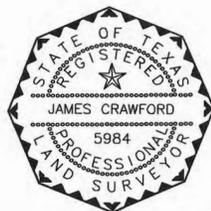
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES CRAWFORD, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN.

GIVEN UNDER MY HAND & SEAL, THIS THE 29TH DAY OF OCTOBER, 2025.

Signature of James Crawford
JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



PREPARED BY:

HALO SURVEYING, LLC

9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857

TBPELS FIRM REGISTRATION NO. 10194259

Table with 6 columns: CURVE, ARC LENGTH, RADIUS, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Contains data for curves C1, C2, and C3.

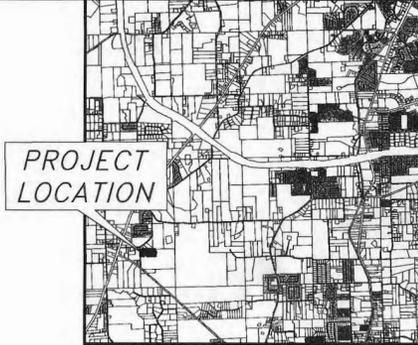
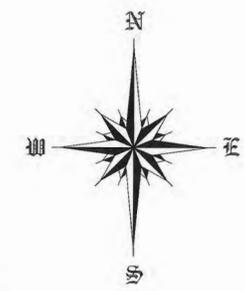
- Legend symbols: circle with dot for 1/2" IRS W/CAP MARKED "HALO 5984"; circle with dash for 1/2" IRF.

- Legend text: IRF, IRS, P.R., U.E.; IRON ROD FOUND, IRON ROD SET, PLAT RECORDS, UTILITY EASEMENT.

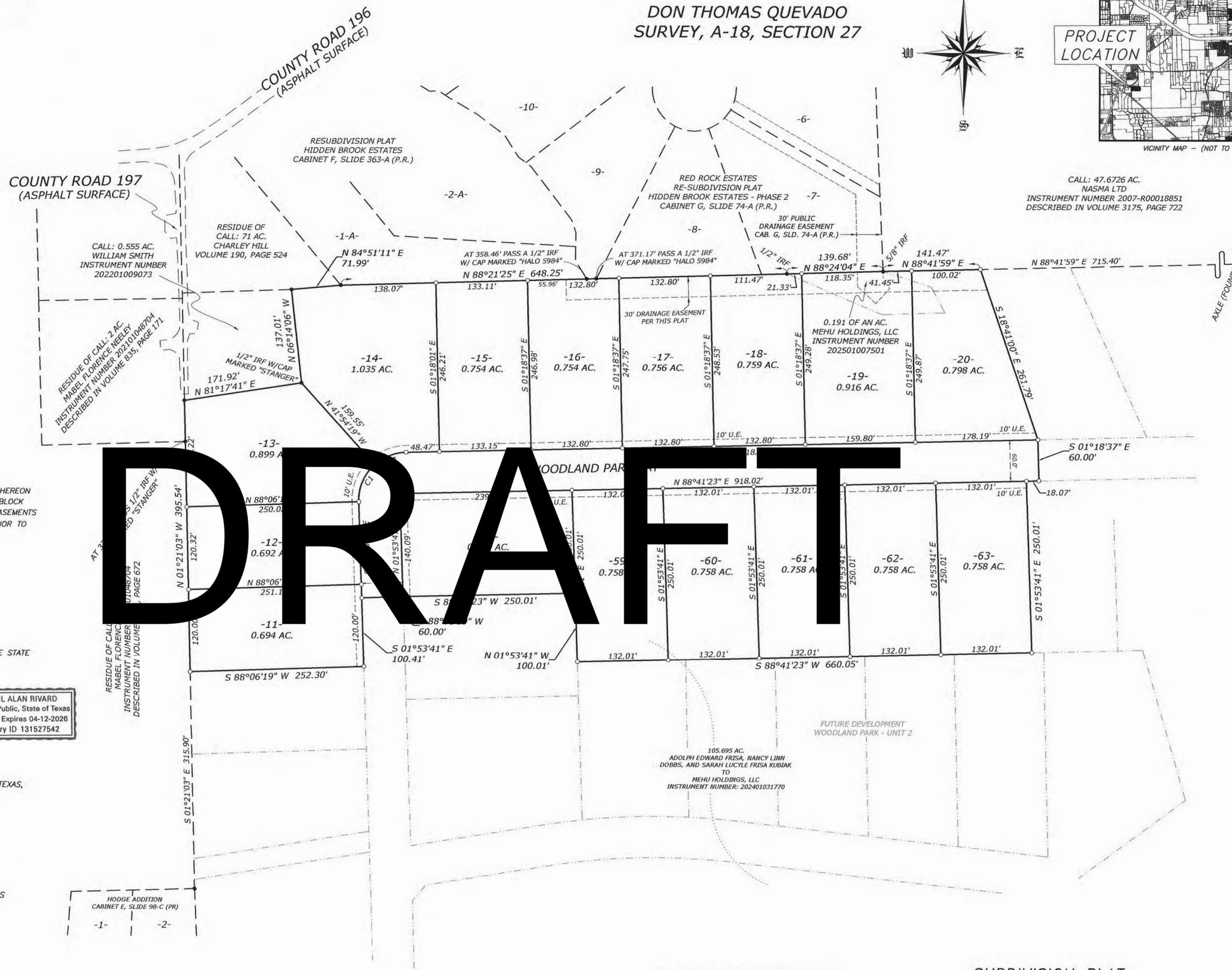


DRAWN BY: B.A.J. CHECKED BY: T.J.C. FILE: 25024906 FILE: WOODLAND PARK-U3 DATE: 10/29/2025

DON THOMAS QUEVADO SURVEY, A-18, SECTION 27



CALL: 47.6726 AC.
NASMA LTD
INSTRUMENT NUMBER 2007-R00018851
DESCRIBED IN VOLUME 3175, PAGE 722



DRAFT

SUBDIVISION PLAT
WOODLAND PARK - UNIT 3
BEING A PART OF THE
DON THOMAS QUEVADO SURVEY,
A-18, SECTION 27
SMITH COUNTY, TEXAS



Subdivision Name: Woodland Park Phase 3

Adjacent Road: Woodland Pkwy

Developer: MEHU Holdings, LLC Phone: 903-714-5288

email: jamesg@huntetx.com

Fax: \_\_\_\_\_

Surveyor: Halo Surveying

Phone: 903-570-0857

email: james@halosurveying.com

Fax: \_\_\_\_\_

Roadway Length: 1,125

ft. (centerline)

Item	Date and Initial when received			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	<i>Not Required</i>	Attached	
	Preliminary Plat Approved	<i>Not Required</i>	Attached	
	Final Plat (mylar & 3 prints)		Attached	
	Plat Fee	\$25	\$100	\$250 ✓ S.B. 2-26-26
	Construction Bond (\$20 /ft.)	<i>Not Required</i>	<i>Not Required</i>	\$22,500.00 ✓ 2-26-26
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	<i>Not Required</i>	<i>Not Required</i>	\$1,687.50 ✓ 2-26-26
	911 Clearance Letter			Attached ✓ 2-26-26
	Designated Rep. (Pledger) Clearance Letter	<i>See notes below</i>		Attached ✓ 2-26-26
	Tax Certificate			Attached ✓ 2-26-26
	Plans and Specifications (2 copies)	<i>Not Required</i>	<i>Not Required</i>	Attached ✓
	TCEQ Permit for Dam (if lake or pond present)			N/A
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	<i>Not Required</i>	<i>Not Required</i>	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	<i>Not Required</i>	<i>Not Required</i>	
	County Rd Number	<i>Not Required</i>	<i>Not Required</i>	

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



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

**PLAT, SUBDIVISION & STREET NAME REVIEW**  
**02-03-2026**  
Reviewed By: Kim Wheeler, GIS Coordinator

**Woodland Park Unit 3- SC 911 Addressing, no conflicts**

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

**March 18, 2025**

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

**RE: Woodland Park Units 1 & 2**

**Sir**

**As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), William L. Hunt 3rd with Mehu Holdings, LLC have submitted an application to this office is seeking approval of development planning materials for a new 99 lot Subdivision from a 105.695 acre tract located Pin # 040187 on FM 2868 Flint, Texas in Smith County, Texas.**

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

**I have reviewed the information submitted by William L. Hunt 3rd with Mehu Holdings, LLC and their consultant Mrs. Heather McCarty an R.S. , and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site waste water disposal systems. Please call the above number if you have any questions.**

*Mike Pledger*

**Mike Pledger  
Designated Representative  
Smith County**

TAX CERTIFICATE FOR ACCOUNT : 100000001827005000

ADNUMBER: 40187  
GFNUMBER:  
CERTIFICATE NO: 14814231  
**COLLECTING AGENCY**  
Gary B. Barber  
Smith County Tax Office  
P.O. Box 2011  
Tyler TX 75710-2011

DATE: 10/31/2025  
FEE: \$10.00  
**PROPERTY DESCRIPTION**  
ABST A0018 T QUEVADO TRACT 5 &  
11 S27 NEW SUBD FILED MAY 20  
25 TO WORK

0000000 FM 2868  
0 ACRES

**REQUESTED BY**  
HALO SURVEYING LLC

**PROPERTY OWNER**  
MEHU HOLDINGS LLC

9097 CR 2193  
WHITEHOUSE TX 75791

17044 FM 2493  
FLINT TX 75762

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

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

CURRENT VALUES			
LAND MKT VALUE:	13,323	IMPROVEMENT:	0
AG LAND VALUE:	925,513	DEF HOMESTEAD:	0
APPRAISED VALUE:	938,836	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 10/2025 : \$ 0.00

ISSUED TO: HALO SURVEYING LLC  
ACCOUNT NUMBER: 100000001827005000

CERTIFIED BY: \_\_\_\_\_



SMITH COUNTY



# INSURORS

INDEMNITY COMPANIES

Phone: 877 816 2800

PO Box 32577  
Waco, Texas 76703-4200

## SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. CNB-26-0006546-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hunt Development, LLC, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and doing business and under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto SMITH COUNTY JUDGE NEAL FRANKLIN OR HIS SUCCESSORS, as Obligee, in the sum of Twenty Two Thousand Five Hundred Dollars Dollars (\$22,500.00) for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Woodland Park Phase 3, Subdivision, in Smith County the following improvements: Roads and Drainage Improvements.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 10th day of February, 2026.

Hunt Development, LLC

Principal

BY: [Signature]

INSURORS INDEMNITY COMPANY

BY: [Signature]

Amanda Harney

Attorney-in-Fact

Bond verification: [bonddept@insurorsindemnity.com](mailto:bonddept@insurorsindemnity.com)



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

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That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

Amanda Harney of the City of Dallas, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

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Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

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11

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 03/02/2026	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 03/10/2026	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Utility Permit	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Receive pipe and/or utility line installation request (notice only): a. County Road 2116, Charter-Spectrum, install underground fiber optic with pedestals, Precinct 2, b. County Road 472, Metronet, install fiber optic cable, Precinct 3; and c. County Road 1145, 1238, 12478, 1289, 1269, 1179, Metronet, install fiber optic cable, Precinct 4	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>

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](mailto: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  
 135 SSE Loop 323  
 Tyler, Texas 75702

1. Applicant: Metronet Date: \_\_\_\_\_  
 Company Name (if different): \_\_\_\_\_ Phone: 812-916-1792  
 Address: 3701 Communications Way, Evansville IN Fax: \_\_\_\_\_  
47715 Zip: \_\_\_\_\_  
 24/7 Contact Name: TAYLOR SHELTON Phone: 812-213-1911  
 Contractor: TBD Phone: TBD  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
 3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Location (if applicable, length of installation in feet): CR 472; Location of propose work work is shown on the attached plans and details  
(TXLN010)

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: \_\_\_\_\_  
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to  
construction. (TXLN010)

7. Proposed start date: 1/30/2026 Completion date: 7/6/2026

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.**

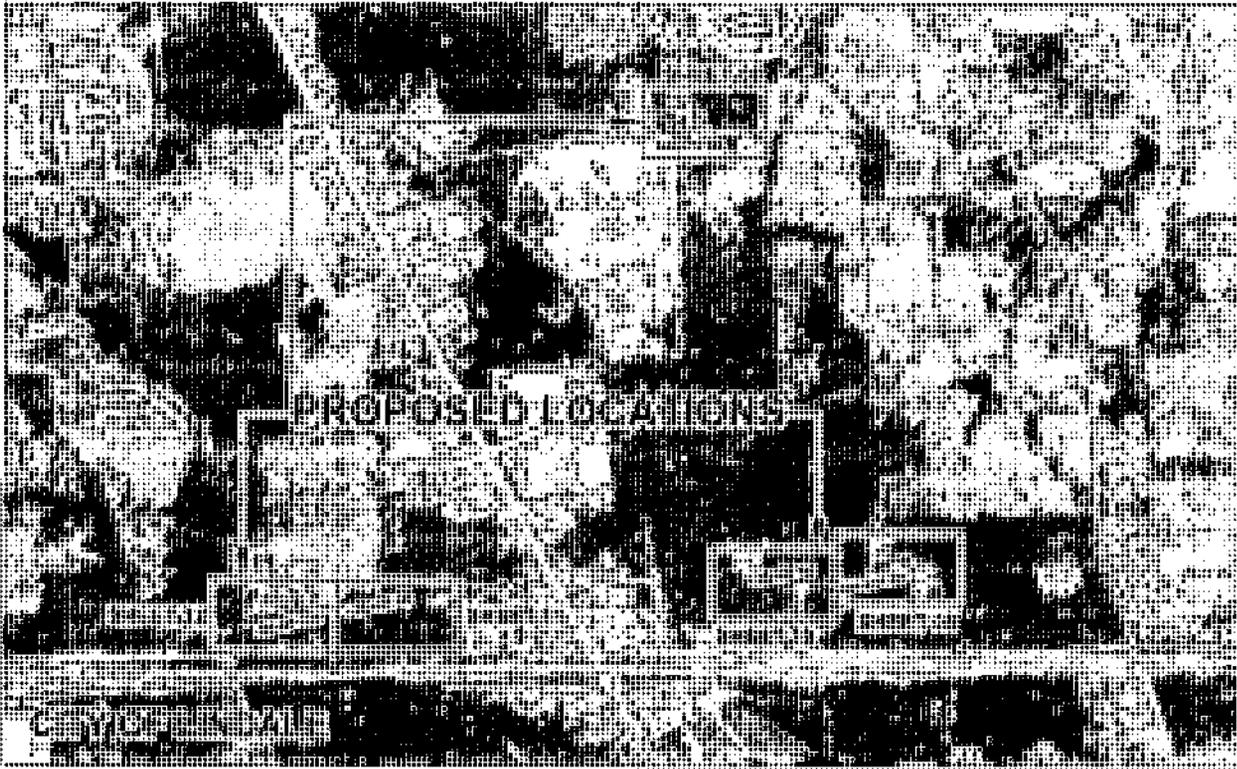
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Jaylon Shelton

Date: 1-13-26

Approved: Alex B...  
Smith County Road Administrator/Engineer

Approval is only for proposed utilities in the County Right of Way.



**metronet**  
 200 DOWNTOWN PARKWAY  
 FORT WORTH, TEXAS 76102

NO.	DATE	DESCRIPTION	BY

**PROPOSED ROUTE LOCATION**  
 ROUTE 74/800 SMITH COUNTY  
 LOCATION: COUNTRY ACRES DR & COUNTY RD  
 UINDALE, SMITH COUNTY, TX



**LEGEND**

GRIDS

DESIGNED BY  
 DATE OF CONSTRUCTION  
 SCALE 1/4" = 1'-0"  
 DATE OF SHEET 03/21/2023  
 PROJECT NO. 20230000000000000000  
 PROJECT NAME  
 PROJECT NUMBER  
 SHEET NO. 01 TOTAL SHEETS 13

**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: Metronet Date: 6/27/2025  
Company Name (if different): \_\_\_\_\_ Phone: 812-916-1792  
Address: 3701 Communications Way, Evansville IN Fax: \_\_\_\_\_  
47715 Zip: \_\_\_\_\_  
24/7 Contact Name: Shannon Brown Phone: 812-916-1462  
Contractor: TBD Phone: TBD  
Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
2. Franchise Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
3. Franchise Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
4. Location (if applicable, length of installation in feet): CR: 1145, 1238, 1248, 1289, LARKRIDGE ST, SUNDOWN ST, WESTRIDGE ST,  
HIGHRIDGE ST, QUAIL RUN RD, PLEASANT HOLLOW RD, HILL N DALE RD 1269

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: \_\_\_\_\_  
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction. (TYLR.10.016)

7. Proposed start date: 9/24/2025 Completion date: 3/24/2026

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.
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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.

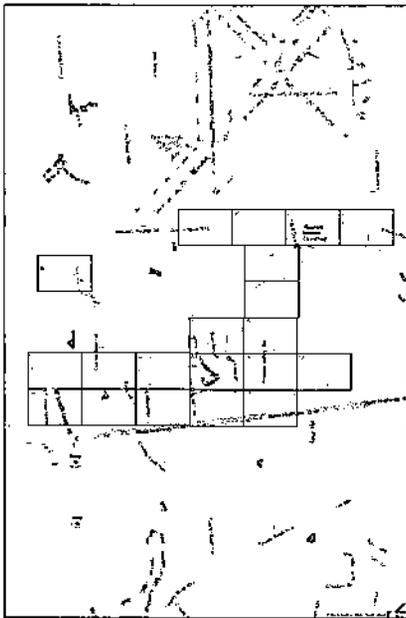
Applicants Signature: Jaylor Shelton Date: 2.25.26

Approved: AUMBz  
Smith County Road Administrator/Engineer

**TYLR.10.016  
FTTH PROJECT**



ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!  
1-800-545-6005



AREA MAP

**SMITH COUNTY  
PERMIT  
DRAWINGS**

DATE: 12/10/2025

DRAWING INDEX	SHEET
COVER SHEET	01
CONSTRUCTION PLANS	02-21
TYPICAL DETAILS	T1-T13

CONTACT INFORMATION	
PRIMARY CONTACT (NAME):	TAYLOR SHELTON
PHONE:	(812) 213-1311
EMAIL:	TAYLOR.SHELTON@METRONET.COM
ADDITIONAL CONTACT (NAME):	NICK WILLIAMS
PHONE:	(512) 328-2481
EMAIL:	NICK.WILLIAMS@WILCOMM.COM

PREPARED BY  
**WILLIAMS**  
COMMUNICATIONS, INC.  
SINCE 1979  
6524 BEE CAVES RD, SUITE C-1  
AUSTIN TX 78746  
PHONE: (512) 328-2461  
www.wilcomm.com

**VEXUS**  
FIBER™



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

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

1. Applicant: Charter - Spectrum Date: 02/13/2026  
 Company Name (if different): \_\_\_\_\_ Phone: (214) 500-7559  
 Address: 4520 Stonewall St. Fax: \_\_\_\_\_  
Greenville, Texas 75401 Zip: \_\_\_\_\_  
 24/7 Contact Name: Glenn Valentine Phone: \_\_\_\_\_  
 Contractor: Future Infrastructure Holdings- Jerry Ringo Phone: 469-260-3947  
 Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_  
 2. Franchise Holder: Charter - Spectrum Phone: \_\_\_\_\_  
 3. Franchise Contact: Glenn Valentine Phone: (214) 500-7559  
 4. Location (if applicable, length of installation in feet): Charter-Spectrum is proposing to install approx. 635' of underground conduits elw fiber optic cable, and approx. 3 pedestals within the ROW of CR 2116.

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

6. Describe all traffic controls or warning devices anticipated for this project: \_\_\_\_\_

Traffic control plans to be used are the TxDOT Traffic Operations Division Standard: \_\_\_\_\_

Traffic Control Plan One Lane Tow Way Traffic Control - TCP (1-2)18, Traffic Control Plan

Conventional Road Shoulder Work - TCP (1-1)18, and Temporary Rumble Strips - WZ (RS)-22

7. Proposed start date: 02/19/2026 Completion date: 02/19/2027

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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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.
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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.
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16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes \_\_\_\_\_ No X
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

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

Applicants Signature: Marwah Alstair Date: 02/13/2026

Approved:   
Smith County Road Administrator/Engineer

**SHEET INDEX**

- 1. COVER SHEET
- 2. GENERAL NOTES
- 3. 200' PLAN

**PROJECT INFORMATION**

CONTACT: CHARTER-SPECTRUM  
 CONTACT: GLEN VALENTINE  
 PHONE: (214) 500-7559  
 EMAIL: Glen.Valentine@charter.com

CONTACT:  
 KEN BAILEY, SR. PROJECT MANAGER  
 LJA ENGINEERING INC  
 2120 S CENTRAL EXPY SUITE 300  
 MCKINNEY, TX 75070  
 KBAILEY@LJA.COM  
 214-424-2909

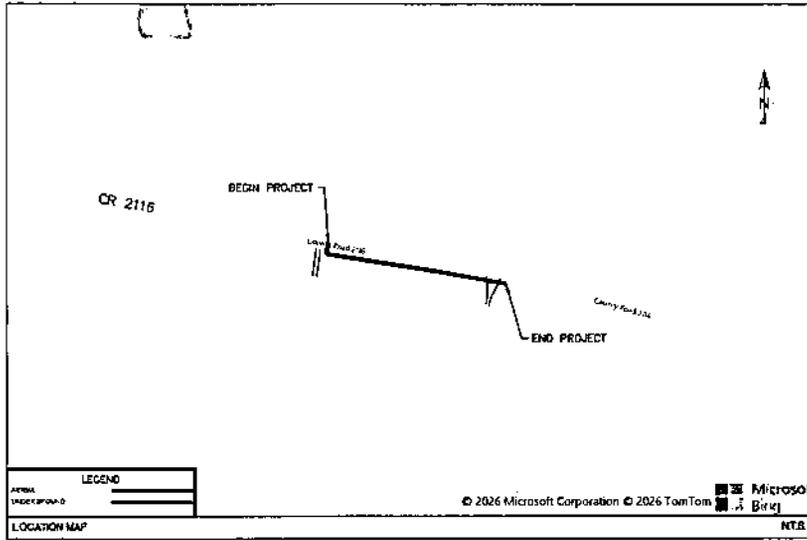


RDOF\_SVC\_TX\_WALLER-TRIXIE\_TE36E

TROUP, TX 75789  
 SMITH COUNTY  
 FEBRUARY 12, 2026

**SCOPE OF WORK**  
 CHARTER COMMUNICATIONS PROPOSES TO INSTALL  
 THREE OPTIC CABLE ALONG SMITH COUNTY ROAD CR  
 2116

DESCRIPTION	UNITS	QUANTITY
DIRECTIONAL BORE	LF	635
TRENCH	LF	
FULL EXISTING CONDUIT		
BORE PITS	EA	
NEW VAULTS	EA	
NEW PEGS/TALS	EA	3
POWER SUPPLY	EA	
AERIAL RISER	EA	
NEW STRAND	LF	
ANCHORS	EA	
NEW POLES	EA	
EXISTING POLES	EA	
TOTAL PROJECT FOOTAGE	LF	635



**SUBMITAL PREPARED BY:**



5000 W. Central Expressway Suite 400  
 Dallas, TX 75208  
 469-421-0700  
 KBAILEY@LJA.COM

CONTACT:  
 STEWART GIBELL  
 PHONE:  
 817-438-4177

SUBMITTED FOR APPROVAL BY: [Signature]  
 Date: 02/12/26

**NOTE**  
 ALL RECORD DRAWINGS SHALL BE PREPARED  
 IN ACCORDANCE WITH THE LATEST EDITION OF THE  
 STANDARD SPECIFICATIONS FOR PUBLIC WORKS  
 AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
 VERIFYING THE ACCURACY OF ALL INFORMATION  
 PROVIDED AND FOR NOTIFYING THE ENGINEER  
 IMMEDIATELY IN WRITING OF ANY DISCREPANCIES  
 OR OMISSIONS.

LOCATION OF RECORD  
 UNDERGROUND AND OVERHEAD  
 UTILITIES ARE APPROXIMATE  
 LOCATIONS ONLY. THE  
 CONTRACTOR SHALL BE RESPONSIBLE  
 FOR VERIFYING THE LOCATION OF ALL  
 UTILITIES IN THE AREA TO  
 BE CONSTRUCTED AND SHALL BE  
 FULLY RESPONSIBLE FOR ANY AND  
 ALL DAMAGE TO ANY UTILITIES.



Know what's below,  
 Call before you dig.

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Microsoft  
 Bing

NTS

**GENERAL NOTES**

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS WHETHER OR NOT INDICATED ON PLANS. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.
4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-4377 (1-800-346-TESS).
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO PROVIDE A MINIMUM OF 1' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.
7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TxDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.
8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE, PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 14 DAYS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.
10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS. WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSES ONLY.
13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (11th EDITION) AND TxDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 10' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE II BARRICADES, OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.
16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTBS).
17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ETC.
18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS A SPILL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPES OVER ALL EXPOSED CONDUIT.
24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.
25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1582 STANDARD GUIDE FOR USE OF HAND-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS.
26. CONTRACTOR TO PROVIDE AND PLACE 200LB MULE TAPE IN EACH INSTALLED DUCT.
27. ALL PROPOSED TELECOM FACILITIES SHOULD BE INSTALLED AT MIN DEPTHS 48" FOR LONGITUDINAL LINES AND 18" IN DEPTH 18" 50" FROM LOWEST POINT OF GRADE FOR CROSSINGS.
28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE-HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.
34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MAINHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.
36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 8' OF AN OVERHEAD POLE.
37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
38. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
39. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.
40. ALL VAULTS, MANHOLES AND HANDHOLES TO BE PLACED AT FINAL GRADE. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2' WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

TIMES.  
CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

**Spectrum**

**LJA**  
LJA TELECOM

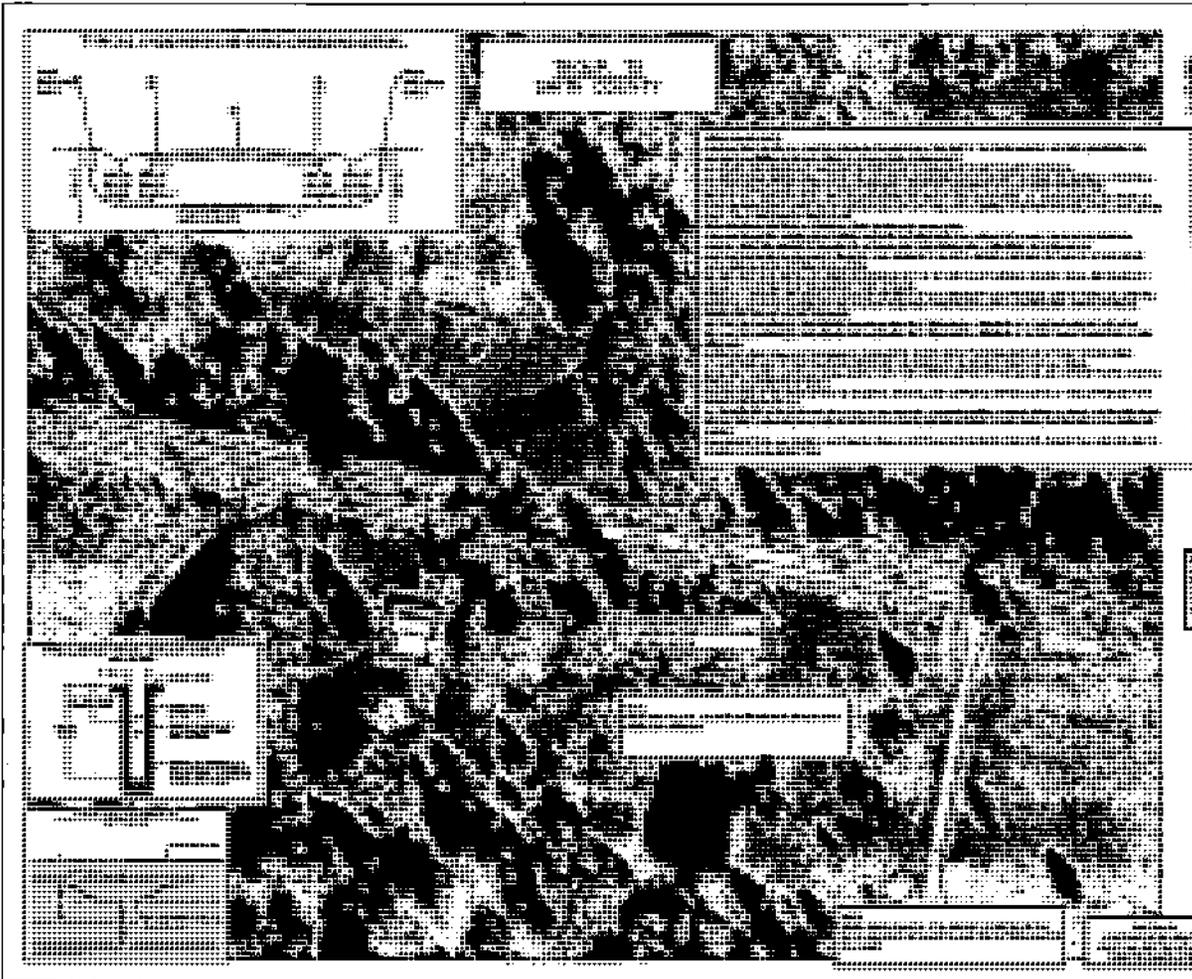
SPECTRUM  
(8532906)  
RDOF\_SVC\_TX\_WALLER-TRIXIE\_TE36E  
SMITH COUNTY  
GENERAL NOTES

DESIGN BY: LJA TELECOM	CHECKED BY: MA
DRAWN BY: CU	APPROVED BY: EB
PROJECT NO: 2023-20-0003	SHEET 2 OF 3
DATE: 3/13/2024	PAGE: 3

LOCATION OF EXISTING UTILITIES AND TELECOM FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.



2024/03/13 10:45:00 AM LJA TELECOM PROJECT: RDOF\_SVC\_TX\_WALLER-TRIXIE\_TE36E SHEET: 2 OF 3  
 2024/03/13 10:45:00 AM LJA TELECOM PROJECT: RDOF\_SVC\_TX\_WALLER-TRIXIE\_TE36E SHEET: 2 OF 3  
 2024/03/13 10:45:00 AM LJA TELECOM PROJECT: RDOF\_SVC\_TX\_WALLER-TRIXIE\_TE36E SHEET: 2 OF 3



10 20 30 40  
 HORIZONTAL SCALE 1" = 100'

**LEGEND**

- PROF UNDERGROUND
- PROF ADRIAL
- EX ROADWAY
- EX B.S.R.
- FENCE LINE
- ROW AND FENCE LINE
- EX EASEMENT
- EX WATER LINE
- EX MASTER WATER LINE
- EX STORM SEWER
- EX OTHER LINE
- EX ELECTRIC
- EX GAS
- EX TELECOM
- PROF. 24" x 30" x 24" VALLT
- PROF. 12" x 30" x 24" PILE
- EXISTING POLE
- POLE W/ RISER
- PROF ANCHOR

**NOTE:**  
 CONTRACTOR IS RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS.

**NOTE:**  
 UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND UTILITIES AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

**CAUTION:**  
 EXIST. UNRECORDED FIBER, TELEPHONE, CATH. GAS, ELECTRIC, WATER, SANITARY SEWER & STORM SEWER FACILITIES IN CONSTRUCTION AREA ALSO HAVE, NOT BEEN FIELD LOCATED. CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH PRIOR TO ANY DIGGING AND/OR BORING.

**NOTE:** SCHEDULE OR MAY (FORM) SHOWN ON THIS PLAN IS BASED ON PUBLICLY AVAILABLE INFORMATION AND IS NOT EXACT. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING THAT ALL FACILITIES ARE CONSTRUCTED WITHIN TOLERANCES OF A CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL NOTIFY SUPERVISOR AND THE OWNER PRIOR TO CONSTRUCTION IF THERE ARE ANY DISCREPANCIES REGARDING THE BOX.



SPECTRUM  
 (6532906)  
 RDOF\_SVC\_TX\_WALLER-TRIXIE\_TE36E  
 SMITH COUNTY  
 DSP PLAN

DESIGN BY: LJA TELECOM	CHECKED BY: GA
DRAWN BY: GA	APPROVED BY: LB
PROJECT NO: 2025-26-1007	SHEET: 3 OF 3
DATE: 2/15/2025	PAGE: 3

**12**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 3/1/2026	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 3/10/2026	<b>Department:</b>
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Auditor's Monthly Report and Executive Summary.	
<b>Agenda Category:</b> <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	
<b>Agenda Wording:</b> Receive County Auditor's Monthly Report and Executive Summary.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>

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](mailto: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 # \_\_\_\_\_

**13**

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

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

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](mailto: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 # \_\_\_\_\_

# Transmission Report

Date/Time 03-04-2026  
Local ID 1 9035904733

06:24:33 p.m.

Transmit Header Text  
Local Name 1

Smith Co Treasurer

This document : Confirmed  
(reduced sample and details below)  
Document size : A4

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

March 3, 2026

Southside Bank  
100 S. Beckham  
Tyler, TX. 75701

Attention: Wire Department  
Re: Insurance Wire

Dear Wire Department,

Please use this letter as your authorization to wire out funds from Smith County Insurance Fund #1445553 to The Health Plan for Monthly Administrative Fees March 2026. The wire amount today is \$88,038.50.

The wire instructions are below:

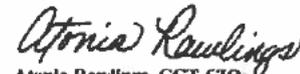
United Bank  
21 12<sup>th</sup> Street  
Wheeling, WV 26003

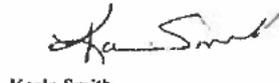
Account Name: T&P Insurance Company  
The Smith County Health Plan

1110 Main Street  
Wheeling, WV 26003

Thank you for your help in this matter.

Sincerely,

  
Atonia Rawlings, CCT-CIO  
Smith County Treasurer

  
Karlo Smith,  
Smith County Auditor

Total Pages Scanned : 3

Total Pages Confirmed : 3

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	415	99035262079	06:22:45 p.m. 03-04-2026	00:01:24	3/3	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 EAST FERGUSON, SUITE 402  
TYLER, TEXAS 75702  
TELEPHONE 903-590-4731  
FAX 903-590-4733**

March 3, 2026

Southside Bank  
100 S. Beckham  
Tyler, TX. 75701

Attention: Wire Department  
Re: Insurance Wire

Dear Wire Department,

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The wire instructions are below:

United Bank  
21 12<sup>th</sup> Street  
Wheeling, WV 26003  
[REDACTED]

Account Name: THP Insurance Company  
fbo Smith County Health Plan  
[REDACTED]

1110 Main Street  
Wheeling, WV 26003

Thank you for your help in this matter.

Sincerely,



Atonia Rawlings, CCT-CIO  
Smith County Treasurer



Karin Smith,  
Smith County Auditor

**COMPLETED**





Group Name: SMITH COUNTY TX  
 Coverage Period: 03/01/2026 to 03/31/2026  
 Run Date: 02/12/2026 Page Number: 1

### Group Summary - Total Page

GROUP NUMBER		SECOND NET ACC FEE	NETWORK ACCESS FEE	TPA ADMIN FEE	AGGREGATE STOP LOSS PREMIUM	CLINICAL SERVICE FEE	IDR FEE	TRANS PLANT FEE	GENE THERAPY FEE	SPECIFIC S/L PREMIUM	TOTAL	TOTAL BY GROUP #
0180953701	CUR:	\$5330.00	\$1640.00	\$3382.50	\$1217.70	\$1025.00		\$5291.00	\$1947.50	\$16505.45	\$36,339.15	\$35,904.52
	ADJ:	(\$65.00)	(\$20.00)	(\$41.25)	(\$14.85)	(\$12.50)		(\$62.27)	(\$23.75)	(\$194.61)	(\$434.23)	
0180953702	CUR:	\$5057.00	\$1556.00	\$3209.25	\$1155.33	\$972.50		\$6468.53	\$1847.75	\$19949.62	\$40,215.98	\$40,234.54
	ADJ:	(\$78.00)	(\$24.00)	(\$49.50)	(\$17.82)	(\$15.00)		(\$86.10)	(\$28.50)	(\$267.22)	(\$566.14)	
	OTF:						\$585.00				\$585.00	
0180953703	CUR:	\$494.00	\$152.00	\$313.50	\$112.86	\$95.00		\$578.48	\$180.50	\$1790.65	\$3,716.99	\$3,565.33
	ADJ:	(\$26.00)	(\$8.00)	(\$16.50)	(\$5.94)	(\$5.00)		(\$19.22)	(\$9.50)	(\$61.00)	(\$151.16)	
0180953704	CUR:			\$1044.00							\$1,044.00	\$1,028.00
	ADJ:			(\$16.00)							(\$16.00)	
0180953711	CUR:	\$624.00	\$192.00	\$396.00	\$142.56	\$120.00		\$589.26	\$228.00	\$1842.99	\$4,134.81	\$4,059.23
	ADJ:	(\$13.00)	(\$4.00)	(\$8.25)	(\$2.97)	(\$2.50)		(\$9.61)	(\$4.75)	(\$30.50)	(\$75.58)	
0180953721	CUR:	\$416.00	\$128.00	\$264.00	\$95.04	\$80.00		\$463.94	\$152.00	\$1439.21	\$3,038.19	\$3,038.19
0180953731	CUR:	\$26.00	\$8.00	\$16.50	\$5.94	\$5.00		\$33.44	\$9.50	\$103.11	\$207.49	\$207.49
COMP. TOT:		\$11765.00	\$3620.00	\$8494.25	\$2687.85	\$2262.50	\$585.00	\$13247.45	\$4298.75	\$41077.70	\$88038.50	\$88038.50



# Smith County Budget Transfer Request

*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:**

CRIMINAL DISTRICT ATTORNEY

**TRANSFER FROM:**

Account Name	Account Number	Amount
SALARIES	10.475.4100.100	\$31,200

**TRANSFER TO:**

Account Name	Account Number	Amount
EXTRA HELP	10.475.4100.108	\$31,200

**BRIEF EXPLANATION FOR REQUEST:**

A FULL TIME EMPLOYEE WILL BE OUT ON FMLA LEAVE. TEMPORARY HELP IS NEEDED TO COVER JOB DUTIES IN THEIR ABSENCE.

**Department Head:**

Jacob Putman  
Digitally signed by Jacob Putman  
 Date: 2026.02.19 14:41:51 -06'00'

2/19/26

*Signature*

*Date*

Jacob Putman

*Name (Please Print)*

**Auditor's Office**

Jana Teague

3/3/26

*Signature*

*Date*

*Approved by Commissioners Court*

*Date*

		ANNUAL		ACT MTD POSTED	ACT YTD POSTED	REMAINING	PCT	
		REVISED BUDGET	ENCUMBERED	AND IN PROCESS	AND IN PROCESS	BALANCE		
SOURCE-JE-ID	VENDOR/CUSTOMER/EXPLANATION	REF/REC/CHK	INVOICE	AMOUNT	DESCRIPTION	P.O.	F 9	FIL
10	GENERAL FUND							
475	CRIMINAL DISTRICT ATTORNEY							
4100	SALARIES							
100	SALARY & WAGES F/T	6,205,966.00	0.00	0.00	2,397,835.31	3,808,130.69	38	---
108	SALARY - EXTRA HELP OR TEMP	45,600.00	0.00	0.00	0.00	45,600.00	0	
109	SALARY - ACCRUED LEAVE	20,000.00	0.00	0.00	25,720.01	5,720.01	128	-----!!
110	SALARY - OVERTIME	0.00	0.00	0.00	0.00	0.00	0	
112	SALARY-PERMANENT PART-TIME	29,640.00	0.00	0.00	6,100.50	23,539.50	20	--
113	SALARY-LONGEVITY	16,560.00	0.00	0.00	6,410.00	10,150.00	38	---
114	CERTIFICATION PAY	0.00	0.00	0.00	0.00	0.00	0	
192	SALARY - EMPLOYEE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0	
TOTAL:	SALARIES	6,317,766.00	0.00	0.00	2,436,065.82	3,881,700.18	38	---
TOTAL:	CRIMINAL DISTRICT ATTORNEY	6,317,766.00	0.00	0.00	2,436,065.82	3,881,700.18	38	---
TOTAL:	GENERAL FUND	6,317,766.00	0.00	0.00	2,436,065.82	3,881,700.18	38	---