

**AMENDED
COMMISSIONERS COURT AGENDA
Tuesday, March 17, 2026
9:30 a.m.**



Striving for Excellence

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



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

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, March 17, 2026**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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

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

OPEN SESSION:

RESOLUTION

1. Consider and take necessary action to approve a resolution proclaiming March 22, 2026, as "Pastor Sharon M. Wickware Day" in Smith County.

PRESENTATION

2. Receive Presentation from GPM Assurance PLLC on the FY25 Annual Comprehensive Financial Report.

COURT ORDERS

COMMISSIONERS COURT

3. Consider and take necessary action to approve FY 2027 Budget Process.

DISTRICT ATTORNEY'S OFFICE

4. Consider and take necessary action to authorize the District Attorney's Office to pay overtime in lieu of compensatory time for qualifying employees.

FIRE MARSHAL'S OFFICE/ EMERGENCY MANAGEMENT

5. Consider and take necessary action to accept the donation in the amount of \$1500.00 to the Fire Marshal's Office from Brookshire Grocery Company (BGC) and authorize the county judge to sign all related documentation.
6. Consider and take necessary action to approve the Emergency Support Function 13, Public Safety and Security, annex and authorize the county judge to sign all related documentation.

COUNTY CLERK'S OFFICE

7. Consider and take necessary action to approve the one-year renewal option with Neumo (formerly GOVOS/KOFILE) in the amount of \$172,041.00 for RFP 11-20, Land and Vital Records Management System, and authorize the county judge to sign all related documentation.

SHERIFF'S OFFICE

8. Consider and take necessary action to accept the grant award for the Office of the Governor Public Safety Office Bullet-Resistant Components for Law Enforcement Vehicles, FY2026 grant in the amount of \$168,066.00 for a total of 18 units and authorize the county judge to sign all related documentation.
9. Consider and take necessary action to authorize the retirement and subsequent transfer of K-9 Officer Lobo to K-9 Handler Jose Terrazas in accordance with Texas Government Code, Chapter 614, Subchapter L; and authorize the county judge to sign all related documentation.

10. Consider and take necessary action to sign the amended resolution for the Auditor's Office to submit for the FY2027 Office of the Governor, Public Safety Office, Peace Officer Mental Health grant program on behalf of the Sheriff's Office and authorize the county judge to sign all related documentation.

PURCHASING

11. Consider and take necessary action to award a contract to Walker Consultants in the amount of \$203,686.00 for RFQ-32-25 Professional Services for Exterior Waterproofing at the Smith County Annex and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK'S OFFICE

12. Consider and take the necessary action to approve the Commissioners Court minutes for February 2026.
13. Receive Commissioners Court recordings for February 2026.

ROAD AND BRIDGE

14. Consider and take necessary action to authorize the county judge to sign the final plat for the Keith Copley Subdivision, Precinct 2.
15. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 1332, Pike Electric West, replace existing line, Precinct 1,
 - b. County Road 210, Delek Logistics, road bore, Precinct 2 and 3,
 - c. County Road 213, Delek Logistics, road bore, Precinct 3,
 - d. County Road 246, Delek Logistics, road bore, Precinct 2, and
 - e. County Road 411, 472, 433, 4140, Metronet, install fiber optic cable, Precinct 3.

AUDITOR'S OFFICE

16. 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 55 1.071, 55 1.072, 551.073, 551.074, 551.0745, 551.075, and 551.076. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.071 CONSULTATION WITH ATTORNEY

17. Deliberation and consultation with attorney regarding contractual compliance and claims submitted under the Smith County Health Plan.

OPEN SESSION:

COURT ORDER

18. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed proposals for RFP 18-26 Third Party Administrator (TPA), and all necessary and ancillary services for the Smith County Employee Health Plan, or authorize any other procurement method available for the Smith County Employee Health Plan.

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: 3/10/2026

Time: 5:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/4/2026	Submitted by: Jennafer Bell
Meeting Date: 3/17/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: Pastor Sharon M. Wickware Day	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming March 22, 2026, as "Pastor Sharon M. Wickware Day" in Smith County.	
Background: This resolution request came through the website.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: jbell2@smith-county.com	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

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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, for more than three decades, Pastor Sharon M. Wickware has faithfully served others through ministry, leadership and community engagement. This year marks 31 years in ministry, 22 years of broadcasting hope and encouragement through her radio program “Sharing with Sharon,” and 10 years of pastoral leadership. Since founding New Birth Church of the Living God P.G.T. – Tyler in 2016, she has worked to strengthen families, promote unity and provide faith-based outreach; and

WHEREAS, her leadership has been especially evident during times of challenge. During the COVID-19 pandemic, she organized outdoor worship gatherings, “Church Without Walls,” ensuring spiritual support and connection remained available. She has collaborated with the City of Tyler and many organizations to host unity events, programs and initiatives that inspire hope, partnership and civic pride; and

WHEREAS, through her radio ministry, nonprofit leadership, and service on multiple boards and advisory councils, Pastor Wickware continues to extend her influence across Tyler and East Texas — empowering others, encouraging faith and fostering community collaboration; and

WHEREAS, guided by her faith and the scripture Matthew 6:33, “Seek ye first the kingdom of God and His righteousness, and all these things shall be added unto you,” she has devoted her life to sharing the Gospel and uplifting others; and

WHEREAS, in recognition of her lifelong commitment to service and her lasting contributions to Smith County, family, friends and community members gather to celebrate her remarkable legacy.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim March 22, 2026, as

“Pastor Sharon M. Wickware Day”

in Smith County and urges all citizens to honor and celebrate the impact she has had on our community.

WITNESS OUR HANDS THIS 17th 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

Submission Date: 03/5/26	Submitted by: Karin Smith
Meeting Date: 03/17/26	Department: Presentations
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: FY25 Annual Comprehensive Financial Report.	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Presentation from GPM Assurance PLLC on the FY25 Annual Comprehensive Financial Report.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/05/2026	Submitted by: Timothy Hollis
Meeting Date: 03/17/2026	Department: Budget Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: FY 2027 Budget Process	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve FY 2027 Budget Process.	
Background: This year's budget process was developed in coordination with the County Judge and County Auditor. The proposed process was also presented to the department heads to solicit their feedback prior to submission for the Court's approval.	
Financial and Operational Impact: The proposed Budget Process outlines the workflow necessary to develop the County's FY 27 budget. This document will serve as an operational guide to assist department heads/elected officials with understanding the process and their respective roles.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Budget Process
Smith County, Texas
FY 2027

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Budget Process- Overview

Background

Texas Local Government Code Section 111 establishes the rules for all county budgets. A comprehensive budget, covering all proposed expenditures for the subsequent fiscal year, shall be prepared on an annual basis (Texas Local Government Code Section 111). The county budget provides the Commissioners Court and public with the necessary financial information to evaluate the overall financial condition of the county.

The Adopted Budget for Smith County covers a twelve-month period, October 1st through September 30th, and serves as a policy document, financial plan, operations guide, and communication device for the county.

To maintain efficient and cost-effective services for the citizens of Smith County, all new capital budget requests are recommended to be prepared using a modified, zero-based budgeting process that provides adequate justification for the additional proposed expenditures and includes extensive, detailed documentation demonstrating the need for the additional expenditures.

Budget Phase 1: Department Requests

During this phase of the budget cycle, departments are given the opportunity to request funding for next year's operations. Requests are broken down into the following categories:

1. Baseline Budget
2. Requests for Capital Outlay and New Positions (Schedule A)
3. Requests for Program Changes (Schedule B)

4. Requests for IT-Related Purchases (Schedule C)

Baseline Budget

The baseline budget is defined as the operational costs associated with the current level of service provided by a department. The baseline budget should only be affected by changing workload volumes and inflationary pressures. Requests for new positions and new capital expenditures are not considered as part of the baseline budget.

Requests for Capital Outlay and New Positions (Schedule A)

Requests for capital outlay expenditures—including information technology hardware, communications equipment, and vehicles—should be requested in addition to the department's baseline budget using the Budget Schedule A form.

Requests for Program Changes (Schedule B)

Requests for program changes, submitted via Budget Form Schedule B, are related to a proposed, or realized, change to a department's level of service or operation. Generally, Program Change Requests are for additional positions, equipment and associated supplies, and contractual services necessary to support a new program. However, Program Change Requests may also take the form of program reductions or eliminations.

Given the increased costs of overall operating expenses and the impact of those expenses on the County's overall available funds, program changes that produce savings are looked on more favorably than those that increase costs.

Budget Phase 2: Budget and Management Division Review

Once the Budget Officer has received the departmental funding requests submitted through ClearGov, a balanced baseline budget will be prepared using the preliminary revenue estimates provided by the County Auditor, as well as the tax roll information from the Smith County Appraisal District and the Tax Assessor/Collector.

The Budget Officer, the County Auditor, and the County Judge will meet with the elected officials and department heads to review the department's baseline budget submissions for accuracy and completeness. Additionally, the Budget Officer will assist the department head/elected official to ensure the list of departmental budget requests submitted through Schedules A and B are accompanied with adequate, explanatory documentation prior to the requests' submission to the Commissioners Court for review.

For new IT-related purchases of software and/or hardware requests received through Schedule C submissions, an IT Budget Planning Committee¹—consisting of the Chief Information Officer, Budget Officer, and County Auditor—will be formed to determine the following:

- 1.) Does the software/hardware listed in the departmental request meet the network security and compatibility standards outlined in the County's IT policy?
- 2.) Will the product need substantial IT resources to install or implement?
- 3.) Does the requested software/hardware need to be included in the IT Department's Operating Budget, or should the item be charged to the department's budget?

The final step in Phase 2 is for the Budget Officer to present the initial balanced baseline budget to the Commissioners Court accompanied by a detailed summary of the departmental requests. The initial baseline budget will not include any salary-scale adjustments, capital requests, or new IT purchases. However, the preliminary baseline budget will provide the Commissioners Court with the necessary budgetary information needed to determine funding priorities relating to departmental requests and salary scale adjustments. In preparing the baseline budget, the Budget Officer may make immaterial changes to the departmental budget submissions to ensure accuracy and completeness as needed. Any changes to the baseline budget will be communicated by the Budget Officer to the relevant department head and sufficiently documented for additional review by the Commissioners Court, ensuring transparency and accountability.

Budget Phase 3: Commissioners Court Deliberations

The Commissioners Court will hold budget hearings in accordance with the budget calendar. Department officials and outside entities will have the opportunity to meet with the court on these dates or any revisions of these dates. During this phase, the HR Director and the Budget Officer will review salary-related requests, compile relevant comparable salary market data, and provide recommendations to the court related to any salary update requests.

The Commissioners Court will direct the Budget Officer regarding which departmental requests will be funded for the upcoming fiscal year based on the Court's priorities. When necessary, the Budget Officer will provide guidance to the Court regarding the impact of funding decisions to

assist the Court in maximizing use of the available, allocable funds. Once all departmental requests have been reviewed by the Court and adequate direction has been provided to the Budget Officer regarding the Court's funding decisions, the Budget Officer will present the Court with a balanced budget contained in the Official Proposed Budget Document.

Once the final tax roll is received and the effective tax rate has been calculated, the Commissioners Court will again be informed of the status of the budget. The Commissioners Court will provide directions relating to any possible tax rate increase or decrease.

Prior to finalization of the budget, each office will be informed of the recommended level of funding for their department. [Local Government Code 152](#) creates a salary grievance process for most elected county and precinct officials to challenge their salary or personal expenses as set out in the proposed budget.

Budget Phase 4: Implementation

Upon adoption by the Commissioners Court, a copy of the Adopted Budget will be filed with the County Clerk and County Auditor. The County Auditor is responsible for the financial accounts of the county and the preparation of the monthly budget statements used by departments to manage and monitor their budgets.

Basis of Accounting

The County complies with Generally Accepted Accounting Principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

After the Commissioners Court completes its deliberations and holds the necessary public hearing(s) on the proposed budget, the court will vote to adopt the proposed budget.

The Commissioners Court may make any changes to the proposed budget it deems necessary prior to adoption.

The modified accrual basis of accounting is used. Under this method, revenues are recognized when they become measurable and available. Measurable means the amount of the transaction can be determined. Available means the amount is collectable within the current fiscal period. Expenditures are recorded when liability is incurred, except for unmatured interest on general long-term debt, which is recognized when paid.

Basis of Budgeting

The Smith County Budget is prepared on a modified accrual basis consistent with generally accepted accounting principles and budgetary control takes place at the account category level.

Revenue Estimates

The County Auditor provides revenue estimates for the upcoming fiscal year. A comprehensive review of all revenue sources takes place each month during the budget evaluation period. Estimates that are incorporated into the budget document are based on trend analysis, current and/or pending legislation, and economic conditions.

Budgetary Control

The County maintains an encumbrance accounting system as a method of budgetary control. Estimated purchases amounts are encumbered prior to the release of purchase orders to vendors.

Budget Administration

The adopted budget is prepared and approved in line-item format; however, with the adoption of the budget, administration will be at the category level. This method of budgetary control will allow for an individual line-item to exceed the appropriated amount if the category does not exceed the total amount appropriated for the category. Any transaction that would cause the category to exceed the budgeted appropriation will require a budget transfer.

Budget Transfers

Budget transfers fall into two different categories; those that can be approved by the department head, and those that require approval of the Commissioners Court prior to any expenditure of funds. All budget transfer requests should be submitted to the Auditor's Office through a **Budget Transfer Request Form**.

¹ As a point of clarification, the IT Budget Planning Committee's purpose is not to approve/deny requests for IT-related products and/or services. Instead, the purpose of the committee's review is to verify that the requested hardware/software is compatible with the County's current IT infrastructure— making recommendations for

Budget Transfers Eligible for Department Head Approval

Transfers between certain operational expense categories— grouped under the major category titled “**Total Operating Expenses**”— may be approved by the department head/elected official and submitted to the Auditor's Office for processing with approval by the Commissioners Court. **The categories eligible for department head/elected official level approval are Supplies, Operating Expenses, Other Services and Charges, and Judicial Expenses (if applicable).**

Budget Transfers Required to be Approved by the Commissioners Court

Transfers between the accounts not listed above require approval from the Commissioners Court prior to being processed by the Auditor's Office. For example, budget transfers involving accounts under the categories labeled Salaries, Fringe Benefits, and Capital Expenditures **must be approved by the Commissioners Court prior to processing.**

Budget Amendments

A **budget amendment** is defined as a change in the authorized level of funding that alters the total, or bottom line, of the budget. Amendments typically involve both a revenue and an expenditure component or offsetting amounts. All budget amendments must be approved by a **majority vote of the Commissioners Court**.

alternative products if necessary, would not constitute a bona fide security threat if accessed/connected to the County's network, and is budgeted under the correct budget line item for accounting and financial reporting purposes prior to the proposed expenditure's inclusion in the department's budget request.

4

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

Submission Date: 03/10/2026	Submitted by: T. Wilson
Meeting Date: 03/17/2026	Department: District Attorney
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Overtime Authorization Request	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the District Attorney's Office to pay overtime in lieu of compensatory time for qualifying employees.	
Background: Please see attached email regarding this request.	
Financial and Operational Impact: To authorize overtime in lieu of compensatory time for hourly employees of the DA's Office.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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From: [Thomas Wilson](#)
To: [Agenda](#)
Cc: [Jacob Putman](#); [Jennifer Barfield](#)
Subject: FW: Overtime Authorization Request
Date: Tuesday, March 10, 2026 2:09:08 PM
Attachments: [Agenda item request form.pdf](#)

Please see the attached Agenda request form and email below.

Sincerely,

Thomas Wilson
Assistant District Attorney
Civil Division
100 N. Broadway Avenue, 4th Floor
Tyler, Texas 75702
P: (903) 590-4629
F: (903) 590-4647

This message and any attachments are solely for the individual(s) named above and others who have been specifically authorized to receive such and may contain information which is confidential, privileged or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is strictly prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments.

From: Jacob Putman <JPutman@smith-county.com>
Sent: Tuesday, March 10, 2026 1:32 PM
To: Thomas Wilson <TWilson@smith-county.com>
Cc: Jennifer Barfield <jbarfield@smith-county.com>
Subject: Overtime Authorization Request

The Smith County District Attorney's Office is requesting authorization to pay overtime for the remainder of this fiscal year. During the last two budget cycles, our office has requested additional employees to keep up with the ever-increasing caseloads. We have been denied these necessary positions for the last two years. To ensure justice is being done on each case, some of our hourly employees have found it necessary to work more than 40 hours a week. This growing workload creates an overwhelming atmosphere for the employee when they cannot be compensated for their work.

Allocating compensatory time is insufficient to sustain morale. Employees who have more work to do in a week than they can accomplish do not feel relief with the promise of compensatory time. That is merely the promise of additional time-off, which their workload does not allow for. These employees

are committed to excellent work on behalf of the citizens. Additional time is precisely what they cannot afford to take without their cases suffering.

This request would still be limited to the following situations:

1. Only hourly employees would be eligible for overtime, not salaried employees such as attorneys,
2. Hourly employees would need prior supervisor approval before earning overtime to ensure the overtime is necessary, and
3. Any overtime expenses would be within the existing salary budgeted for the D.A.'s office.

We are hopeful to receive the additional staff positions in next year's budget, which would make overtime pay unnecessary beginning in October.

Sincerely,

Jacob Putman
Criminal District Attorney,
Smith County
903-590-1720

5

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

Submission Date: 03/04/2026	Submitted by: Brandon Moore
Meeting Date: 03/17/2026	Department: FMO
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Accept Donation From Brookshire Grocery Company	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to accept the donation in the amount of \$1500 from BGC and allow the County Judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name:	Email:
Name:	Email:

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6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/06/2026	Submitted by: Brandon Moore
Meeting Date: 03/17/2026	Department: FMO
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: ESF 13 Public Safety and Security	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the Emergency Support Function 13, Public Safety and Security, annex and allow the County Judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Brandon Moore	Email: bmoore2@smith-county.com
Name: Chad Hogue	Email: chogue@smith-county.com
Name: Larry Smith	Email: lsmith@smith-county.com
Name: Vonda Taliaferro	Email: VTaliaferro@smith-county.com

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**Emergency Support Function (ESF) #13
Public Safety and Security**

Record of Changes

#	Date	Description	Name/Initials
1	03/06/2026	Annex G and V Conversion to ESF 13	

ESF Responsible Parties

Smith County Judge, Emergency Management Director

Print

Date

Sign

Smith County Sheriff

Larry R. Smith

Print

3/6/26

Date



Sign

Primary Agency/ESF Coordinator

Smith County Sheriff's Office

Support Agencies:

Mutual Aid from Surrounding Police Departments and Sheriff's Offices

Constable Precinct 1

Constable Precinct 2

Constable Precinct 3

Constable Precinct 4

Constable Precinct 5

Smith County Fire Marshal's Office

Smith County Office of Emergency Management

Emergency Service District 1

Emergency Service District 2

CHRISTUS Emergency Medical Services

University of Texas Emergency Medical Services

I. Special Consideration

During a declared disaster in which a mandatory evacuation order has been issued pursuant to Texas Government Code Chapter 418, law enforcement agencies shall make reasonable efforts to notify, advise, and assist affected residents in complying with the evacuation order. The primary objective of evacuation operations shall be the protection of life while minimizing the potential for confrontation or unnecessary use of force.

Law enforcement personnel will not forcibly remove a competent adult from private property solely for refusal to evacuate, unless additional legal authority exists or exigent circumstances create an immediate threat to life. In this instance, the determination will be made by the law enforcement officer on scene. If a resident of sound mind refuses to evacuate after being advised of the risks and the existence of a lawful evacuation order, personnel shall document the refusal through dispatch or official reporting systems.

Nothing in this section prohibits law enforcement from taking appropriate action where criminal violations, incapacitation, or immediate life-threatening conditions exist.

II. DISASTER RELATED CRIMINAL ENFORCEMENT AUTHORITIES

During a declared disaster or evacuation, certain criminal offenses are subject to enhanced penalties and specific statutory enforcement provisions under Texas law. ESF 13 operations shall recognize and enforce the following authorities when applicable:

- Texas Penal Code §12.50 – Penalty if Offense Committed in Disaster Area or Evacuation Area, which provides for enhanced punishment for certain offenses committed in an area subject to a disaster declaration or evacuation order.
- The offenses subject to enhancement include:
 - §22.01 – Assault
 - §28.02 – Arson
 - §29.02 – Robbery
 - §30.02 – Burglary
 - §30.03 – Burglary of Coin-Operated Machine
 - §30.04 – Burglary of Vehicle
 - §30.05 – Criminal Trespass
 - §31.03 – Theft
- Texas Government Code Chapter 418 (Texas Disaster Act of 1975), authorizes the County Judge, as Director of Emergency Management for Smith County, to issue emergency declarations and orders necessary for the protection of life and property. The Smith County Emergency Operations Plan and its annexes are adopted pursuant to Chapter 418 and serve as the operational framework for implementing those emergency management authorities. When activated under a lawful disaster declaration, orders, directives, and restrictions issued in accordance with the Emergency Operations Plan and its annexes shall be enforceable as provided by Chapter 418. Violation of an emergency management order issued under Chapter 418 may constitute an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both.
- Texas Transportation Code §472.021 – Tampering with Warning Devices, which prohibits interference with official warning devices placed for public safety.
- Texas Transportation Code §472.022 – Obedience to Warning Signs and Barricades, which requires compliance with official traffic-control devices and barricades established for disaster response, evacuation, or restricted access.

III. PURPOSE

The purpose of this Emergency Support Function 13 (ESF 13), Public Safety and Security Annex, is to establish a coordinated framework for maintaining law and order, protecting life and property, and ensuring a safe and secure environment within Smith County during emergencies and disasters. This annex outlines the authorities, roles, and responsibilities of the Sheriff’s Office as the primary agency, along with supporting law enforcement, fire, emergency medical, and emergency management partners, in accordance with the Texas Disaster Act of 1975 (Texas Government Code Chapter 418), the Texas Penal Code, and applicable provisions of the Texas Transportation Code. ESF 13 provides guidance for implementing unified command principles, coordinating with regional, state, and federal law enforcement agencies, enforcing emergency orders, and applying enhanced statutory penalties within

declared disaster or evacuation areas when applicable. This annex further ensures integration with the County's Emergency Operations Plan and Emergency Operations Center to support lifesaving and life-sustaining operations, stabilize incidents, protect critical infrastructure and community lifelines, and address actual or threatened criminal and terrorist activities affecting Smith County.

IV. SCOPE

Emergency Support Function 13 (ESF 13), Public Safety and Security, encompasses the coordination and provision of law enforcement, security, and public safety resources necessary to support incident management operations within Smith County during emergencies and disasters. ESF 13 supports life safety, incident stabilization, property protection, and environmental protection efforts in accordance with the Texas Disaster Act of 1975, the Texas Penal Code, applicable provisions of the Texas Transportation Code, and the Smith County Emergency Operations Plan. This annex applies to natural disasters, technological incidents, civil disturbances, and actual or threatened terrorist events requiring coordinated public safety and security operations.

ESF #13 capabilities support incident management requirements including, but not limited to:

- Facility and resource security and protection, including shelters, warming centers, Points of Distribution, staging areas, critical infrastructure, government facilities, and disaster-affected areas.
- Security planning, threat assessments, and technical assistance to support incident command and Emergency Operations Center coordination.
- Public safety and security operations, including patrol augmentation, crime prevention, protection of evacuated areas, and enforcement of emergency orders issued under Texas Government Code Chapter 418.
- Support to access control, perimeter security, traffic management, evacuation route protection, and crowd control operations.
- Enforcement of road closures, warning devices, and barricades in accordance with the Texas Transportation Code.
- Coordination of mutual aid law enforcement resources from surrounding jurisdictions and regional, state, and federal partners.
- Protection of first responders and emergency personnel engaged in lifesaving and life-sustaining operations.
- Investigation and documentation of disaster-related criminal activity, including offenses subject to statutory penalty enhancement within declared disaster or evacuation areas.
- Operational coordination under Unified Command principles consistent with the National Incident Management System (NIMS), while supporting direction and control through the Smith County Emergency Operations Center.
- Support to counterterrorism, intelligence sharing, and protective measures related to credible threats affecting the jurisdiction.

ESF 13 does not replace the statutory authority of individual law enforcement

agencies but provides a coordinated framework to ensure unified, efficient, and legally supported public safety operations during emergency conditions.

V. SITUATION AND PLANNING ASSUMPTIONS

A. Situation

Smith County is subject to a wide range of hazards that may create actual or potential threats to public safety and security, requiring coordinated law enforcement and protective operations. These hazards include severe weather events such as tornadoes, straight-line winds, flooding, winter storms, and wildfires; technological incidents involving transportation corridors, hazardous materials, and critical infrastructure; civil disturbances; mass gathering events; and actual or threatened acts of terrorism or targeted violence, including active shooter incidents. During disaster conditions, normal law enforcement demands may increase due to evacuations, shelter operations, resource distribution sites, damaged infrastructure, and the temporary displacement of residents.

Declared disaster or evacuation areas may experience increased risk of criminal activity, including looting, burglary, robbery, trespass, arson, and assault, some of which may be subject to statutory penalty enhancements under the Texas Penal Code. Road closures, barricades, and restricted access areas may require enforcement under the Texas Transportation Code to protect life and property. Additionally, public safety operations must ensure the protection of first responders and emergency personnel engaged in lifesaving and life-sustaining activities.

Smith County contains multiple municipalities, school districts, healthcare facilities, transportation corridors, and critical infrastructure assets that may require protective measures during emergencies. The Sheriff's Office serves as the primary county law enforcement authority, supported by municipal police departments, constables, the Fire Marshal's Office, EMS providers, Emergency Services Districts, and mutual aid partners. Public safety operations must be coordinated through Unified Command in the field and supported by the Emergency Operations Center in accordance with Texas Government Code Chapter 418, ensuring lawful direction and control during declared disasters.

B. Planning Assumptions

- Emergencies and disasters will increase demands on law enforcement and public safety resources beyond routine daily operations.
- Criminal activity may increase in disaster-affected or evacuated areas, requiring enhanced patrol, access control, and investigative operations.
- Emergency orders issued under Texas Government Code Chapter 418, including evacuation orders, curfews, and restricted access areas, may require enforcement.
- Mutual aid from surrounding jurisdictions may be required to sustain extended operations.
- Unified Command shall be established for multi-agency incidents, and all

- responding agencies shall operate in accordance with NIMS and ICS principles.
- The Emergency Operations Center will provide strategic coordination, resource prioritization, and policy-level support, while field Incident Command will retain tactical control.
 - Transportation routes may be damaged, blocked, or restricted, requiring traffic control, barricade enforcement, and route security.
 - Shelters, Points of Distribution, staging areas, and critical infrastructure sites may require security presence.
 - Active threat or terrorism-related incidents may require rapid law enforcement engagement, coordinated EMS response, and integration with state and federal partners.
 - Communications systems may be degraded or overloaded, requiring redundant and interoperable communications capabilities.
 - After-action reporting and evaluation will be conducted following significant incidents in accordance with state requirements and best practices.

VI. CONCEPT OF OPERATIONS

A. General

Primary responsibility for public safety and security within Smith County rests with local law enforcement authorities. The Smith County Sheriff's Office serves as the primary agency for ESF 13 and retains responsibility for law enforcement operations within unincorporated areas of the county, while municipal police departments retain authority within their respective jurisdictions. During emergencies and disasters, all law enforcement operations will be conducted in accordance with the National Incident Management System (NIMS) and the Incident Command System (ICS). For incidents involving multiple jurisdictions or disciplines, Unified Command will be established to ensure coordinated decision-making, resource integration, and operational effectiveness.

When an incident exceeds the capabilities of a single agency or jurisdiction, additional resources will first be obtained through established mutual aid agreements with neighboring jurisdictions and regional partners. If local resources are insufficient, assistance may be requested through the Smith County Emergency Operations Center in accordance with the Texas Disaster Act of 1975. Direction and control during a declared disaster shall remain consistent with Texas Government Code Chapter 418, with strategic coordination, policy guidance, and resource prioritization occurring through the Emergency Operations Center, while tactical field operations remain under the Incident Commander or Unified Command structure.

ESF 13 may be activated for threat conditions, pre-incident planning activities, incident response operations, or post-incident stabilization and recovery activities. Upon activation, the Smith County Sheriff's Office, in coordination with supporting agencies, will assess public safety and security requirements, including law enforcement staffing, access control, facility

security, traffic management, enforcement of emergency orders, and protection of critical infrastructure. ESF 13 will coordinate requests for assistance, allocate available law enforcement resources, and support other Emergency Support Functions as necessary to ensure life safety and incident stabilization.

ESF 13 will provide qualified personnel to staff the Emergency Operations Center, the Incident Command Post, and the Joint Information Center as required. Representatives assigned to these functions will maintain situational awareness, coordinate operational needs, facilitate resource requests, and ensure consistent public messaging in coordination with designated public information officers.

ESF 13 will coordinate with local officials, municipal partners, constables, the Fire Marshal's Office, Emergency Services Districts, emergency medical services providers, and mutual aid partners to determine public safety and security priorities. Operational objectives will focus on protecting life, stabilizing the incident, safeguarding property and critical infrastructure, protecting first responders, and maintaining public order. Communication will be maintained with supporting agencies to assess capabilities, determine resource availability, and track deployed personnel and assets.

The Sheriff's Office, as the ESF 13 primary agency, recognizes that additional departments or agencies not specifically listed in this annex may be called upon to provide support based on incident complexity or emerging threats. ESF 13 retains the flexibility to integrate additional resources as needed to ensure an effective, lawful, and coordinated public safety response.

B. Actions by Operational Timeframe

1. Preparedness

During the preparedness phase, ESF 13 agencies shall undertake the following activities to ensure readiness for public safety and security operations:

- a. Maintain and update departmental emergency operations procedures consistent with the Smith County Emergency Operations Plan and Texas Government Code Chapter 418.
- b. Participate in countywide planning efforts to identify public safety and security risks associated with natural, technological, and human-caused hazards.
- c. Identify and assess potential threats to the jurisdiction, including critical infrastructure vulnerabilities, transportation corridors, school facilities, mass gathering venues, and high-risk targets.
- d. Develop and maintain mutual aid agreements with private area resources that could be used to augment local law enforcement capabilities.

- e. Ensure compliance with NIMS and ICS training requirements for command staff, supervisors, and field personnel.
- f. Conduct multi-agency training and exercises, including active threat and mass casualty response scenarios, in coordination with school districts, fire departments, EMS providers, and emergency management.
- g. Incorporate state-mandated active shooter response training requirements into departmental training programs and maintain documentation of training compliance.
- h. Develop and maintain procedures for Unified Command integration during multi-jurisdictional or multi-discipline incidents.
- i. Coordinate with the Smith County Office of Emergency Management to ensure ESF 13 representation in Emergency Operations Center training, exercises, and planning workshops.
- j. Pre-identify facilities that may require security during disaster operations, including shelters, warming centers, Points of Distribution, staging areas, and temporary housing sites.
- k. Develop traffic control and access restriction plans for evacuation routes, disaster perimeters, and critical infrastructure protection.
- l. Review and maintain procedures for enforcement of emergency orders issued under Chapter 418, including curfews, evacuation directives, and restricted access areas.
- m. Establish protocols for enforcement of roadway closures and barricades in accordance with the Texas Transportation Code.
- n. Maintain interoperable communications capabilities with municipal, regional, and state partners, including redundant communication systems.
- o. Develop resource inventories and personnel recall procedures to support extended operations.
- p. Establish documentation procedures for disaster-related criminal activity, including offenses subject to statutory penalty enhancement within declared disaster areas.
- q. Participate in intelligence-sharing initiatives with regional, state, and federal partners to enhance situational awareness and threat detection.
- r. Establish procedures for post-incident evaluation and after-action reporting consistent with state requirements and county policy.

2. Response

During the response phase, ESF 13 agencies shall implement coordinated public safety and security operations to protect life, stabilize the incident, and protect property and critical infrastructure. Actions may include, but are not limited to, the following:

- a. Establish or integrate into Incident Command or Unified Command in accordance with NIMS and ICS principles for all multi-agency or multi-jurisdictional incidents.
- b. Provide qualified representatives to staff the Emergency Operations

Center, Incident Command Post, and Joint Information Center as required.

- c. Assess the scope and nature of public safety impacts and determine resource needs, including personnel, equipment, and mutual aid requirements.
- d. Activate mutual aid agreements and coordinate additional law enforcement resources through the Emergency Operations Center when local capabilities are exceeded.
- e. Conduct patrol augmentation in affected or evacuated areas to deter and respond to criminal activity.
- f. Enforce emergency orders issued under Texas Government Code Chapter 418, including evacuation orders, curfews, and restricted access zones.
- g. Establish and maintain perimeter security, access control points, and traffic control measures around incident scenes, disaster-affected areas, and critical infrastructure sites.
- h. Enforce road closures, warning devices, and barricades in accordance with applicable provisions of the Texas Transportation Code.
- i. Provide security for shelters, warming centers, Points of Distribution, staging areas, debris sites, temporary housing locations, and other operational facilities.
- j. Protect emergency responders, damage assessment teams, debris removal crews, and utility restoration personnel operating in affected areas.
- k. Investigate and document disaster-related criminal activity, including offenses subject to statutory penalty enhancements within declared disaster or evacuation areas.
- l. Implement immediate engagement and threat neutralization protocols during active shooter or credible terrorist incidents, consistent with state law and established best practices.
- m. Coordinate with emergency medical services and fire services to facilitate rescue task force operations or integrated response models when applicable.
- n. Coordinate intelligence sharing and situational reporting with regional, state, and federal law enforcement partners.
- o. Support crowd management and civil disturbance operations when necessary to maintain public order.
- p. Maintain operational communications with supporting agencies to ensure coordinated deployment and resource tracking.
- q. Document personnel time, equipment usage, and mission-related costs in accordance with county procedures to support potential reimbursement and reporting requirements.
- r. Conduct ongoing situational assessments and adjust operational priorities based on evolving threat conditions and Unified Command objectives.

3. Recovery

During the recovery phase, ESF 13 agencies shall transition from immediate response operations to sustained public safety stabilization, restoration of normal law enforcement services, and support of long-term community recovery efforts. Actions may include, but are not limited to, the following:

- a. Continue enhanced patrol operations in previously evacuated or heavily impacted areas to deter and respond to criminal activity during reentry and rebuilding phases.
- b. Support orderly reentry operations by coordinating access control, traffic management, and phased reopening of restricted areas.
- c. Maintain security presence at temporary housing sites, disaster recovery centers, and critical infrastructure locations as needed.
- d. Complete investigations of disaster-related criminal activity, including offenses subject to statutory penalty enhancements, and coordinate prosecution efforts as appropriate.
- e. Assist with identification, documentation, and protection of evidence related to criminal or terrorism-related incidents.
- f. Coordinate demobilization of mutual aid resources and ensure proper accountability, documentation, and return of deployed personnel and equipment.
- g. Participate in county-led damage assessment processes where law enforcement input is required, particularly regarding public safety impacts and facility damage.
- h. Support debris management operations by maintaining site security and access control at debris collection and reduction sites.
- i. Maintain coordination with emergency management to identify ongoing public safety risks associated with damaged infrastructure, utilities, or unsafe structures.
- j. Conduct after-action reviews and participate in improvement planning consistent with county policy and state requirements, including evaluation of active threat responses where applicable.
- k. Update operational plans, procedures, and training programs based on lessons learned.
- l. Ensure proper documentation of personnel hours, equipment usage, and mission-related expenses to support reimbursement, reporting, and audit requirements.
- m. Restore normal law enforcement staffing patterns and transition from disaster-related operational posture to routine service delivery as conditions stabilize.
- n. Continue intelligence sharing and monitoring for secondary threats, fraud schemes, contractor scams, or other post-disaster criminal activity affecting residents.

4. Mitigation

During the mitigation phase, ESF 13 agencies shall support sustained efforts

to reduce or eliminate long-term risks to public safety and security associated with natural, technological, and human-caused hazards. Actions may include, but are not limited to, the following:

- a. Participate in the Smith County Hazard Mitigation Plan development, update, and implementation process by identifying public safety vulnerabilities and recommending mitigation strategies.
- b. Conduct threat and vulnerability assessments for critical infrastructure, government facilities, schools, transportation corridors, and high-occupancy venues.
- c. Collaborate with the Smith County Fire Marshal's Office, Emergency Services Districts, and municipal partners to identify fire, explosive, hazardous materials, and security-related risks.
- d. Support crime prevention through environmental design principles in rebuilding and redevelopment efforts following disasters.
- e. Recommend physical security enhancements for critical facilities, including access control systems, surveillance technologies, lighting improvements, and hardened infrastructure where appropriate.
- f. Coordinate with school districts and local institutions to support mitigation measures related to active threat prevention and protective security planning.
- g. Support public education initiatives related to disaster-area crime prevention, fraud awareness, and compliance with evacuation and barricade restrictions.
- h. Identify recurring public safety challenges observed during disaster response operations and incorporate corrective actions into long-term planning.
- i. Evaluate and recommend improvements to traffic control infrastructure, signage, and barricade systems to reduce risks during future evacuations or road closures.
- j. Advocate for interoperable communications enhancements and redundant systems to reduce operational risk during future incidents.
- k. Support development and maintenance of mutual aid agreements and regional coordination frameworks to ensure scalable public safety capabilities.
- l. Incorporate lessons learned from after-action reviews into revised operational procedures, training programs, and security planning efforts.
- m. Coordinate with the Smith County Office of Emergency Management to identify grant opportunities that support public safety mitigation projects.

VII. DIRECTION, CONTROL, AND COORDINATION

The Smith County Sheriff's Office serves as the primary agency for ESF 13 and is responsible for coordinating public safety and security operations within unincorporated areas of the county. Municipal police departments retain law enforcement authority within their respective jurisdictions. Constables, mutual aid

partners, and other supporting agencies provide assistance consistent with statutory authority and established agreements. All ESF 13 operations shall be conducted in accordance with the National Incident Management System and the Incident Command System. All ESF 13 operations conducted during a declared disaster shall be consistent with the Smith County Emergency Operations Plan and applicable provisions of Texas Government Code Chapter 418.

For incidents involving multiple agencies or jurisdictions, Unified Command shall be established to ensure coordinated decision-making, resource integration, and operational consistency. Unified Command enables participating agencies with jurisdictional or functional responsibility to jointly establish objectives, strategies, and priorities while maintaining their respective legal authorities. Tactical control of field operations shall remain with the designated Incident Commander or Unified Command structure operating at the Incident Command Post. No single agency shall exercise unilateral operational control in multi-agency disaster incidents. Operational objectives and resource priorities shall be established jointly through Unified Command and coordinated through the Emergency Operations Center.

During a declared disaster, overall direction and control of county emergency management activities shall be exercised in accordance with Texas Government Code Chapter 418. The County Judge serves as the Director of Emergency Management for Smith County and may issue emergency declarations and orders consistent with statutory authority. The Emergency Operations Center functions as the central coordination point for strategic decision-making, policy guidance, resource prioritization, and interagency coordination. The EOC does not exercise tactical command over field law enforcement operations but supports and coordinates those operations to ensure unity of effort and lawful implementation of emergency directives.

ESF 13 representatives assigned to the Emergency Operations Center shall coordinate resource requests, maintain situational awareness, support enforcement of emergency orders, and facilitate communication between field command and county leadership. When emergency orders are issued under Chapter 418, ESF 13 agencies are responsible for lawful enforcement within their respective jurisdictions.

Coordination with regional, state, and federal law enforcement agencies shall occur when incident complexity, threat conditions, or resource demands exceed local capabilities. Requests for state assistance shall be processed through established emergency management channels.

All participating agencies shall maintain clear lines of communication and adhere to established ICS principles, ensuring unity of command for individual personnel and unified command for multi-agency operations. This framework ensures that public safety and security operations within Smith County are lawful, coordinated, and consistent with state emergency management doctrine.

VIII. ROLES AND RESPONSIBILITIES

A. Primary Agency/ESF Coordinator Smith County Sheriff's Office

The Smith County Sheriff's Office serves as the primary agency for ESF 13 and is responsible for coordinating public safety and security operations within unincorporated areas of Smith County during emergencies and disasters. The Sheriff's Office shall lead field law enforcement operations and support countywide coordination efforts in accordance with NIMS, ICS, and Texas Government Code Chapter 418.

The Sheriff's Office responsibilities include, but are not limited to, the following:

1. Serve as the lead coordinating agency for ESF 13 and provide qualified representatives to the Emergency Operations Center, Incident Command Post, and Joint Information Center as required.
2. Establish and participate in Unified Command for all multi-agency disaster incidents and ensure assigned personnel operate within the established command structure.
3. Conduct law enforcement operations within unincorporated areas of the county, including patrol augmentation, criminal investigations, suspect apprehension, and enforcement of applicable laws.
4. Enforce emergency orders issued under Texas Government Code Chapter 418, including evacuation orders, curfews, restricted access zones, and other lawful directives.
5. Coordinate and prioritize the deployment of county law enforcement resources in alignment with objectives established through Unified Command and direction provided through the Emergency Operations Center.
6. Activate and integrate mutual aid law enforcement resources when operational demands exceed county capabilities.
7. Conduct initial and ongoing situation assessments from field units and provide timely operational updates to the Incident Commander, Unified Command, and EOC.
8. Assess resource requests prior to deployment and ensure responding personnel are informed of mission requirements, known hazards, credentialing requirements, and necessary personal protective measures.
9. Establish and maintain security controls to deter and prevent looting or criminal activity in damaged, evacuated, or restricted areas.
10. Coordinate and implement evacuation operations within unincorporated areas, including route security and access control, in support of orders issued by the County Judge under Chapter 418.
11. Provide scene security, perimeter control, and surveillance at emergency sites to support life safety and incident stabilization.
12. Support preliminary damage assessment activities by providing field personnel for situational reporting and rapid visual assessments as

requested by the EOC.

13. Maintain accountability of deployed personnel and assets and coordinate cost documentation in support of potential reimbursement through emergency management funding mechanisms.
14. Request additional assistance from municipal, regional, or state law enforcement agencies when necessary and coordinate their integration into established command structures.
15. Provide available vehicles, communications equipment, and agency assets to support EOC operations and field coordination as operationally feasible.

B. Support Agencies

1. Surrounding Law Enforcement Agencies (Mutual Aid Partners)

Surrounding municipal police departments and county sheriff's offices serve as mutual aid partners and may provide supplemental law enforcement resources when requested through established agreements or emergency management channels. Assisting agencies shall operate within their statutory authority and integrate into the established Incident Command or Unified Command structure upon arrival. Responsibilities may include patrol augmentation, traffic control, perimeter security, crowd management, criminal investigations, and specialized law enforcement capabilities. Assisting agencies shall coordinate deployment, resource tracking, and demobilization through ESF 13 representatives and the Emergency Operations Center to ensure accountability and operational consistency.

2. Constable Precincts

The Constable Offices of Precincts 1 through 5 serve as supporting law enforcement agencies within Smith County and may provide commissioned peace officers to support ESF 13 operations. Constables may assist with patrol operations, civil process security, traffic control, access restriction enforcement, court facility security as needed, and supplemental law enforcement presence during emergencies and disasters. Constables shall coordinate assignments through the established Incident Command or Unified Command structure and maintain communication with the Emergency Operations Center for resource coordination and situational awareness.

3. Smith County Fire Marshal's Office

The Smith County Fire Marshal's Office supports ESF 13 through fire investigation, arson investigation, fire code enforcement, and hazardous conditions assessment. The Fire Marshal's Office may assist with investigation of disaster-related fires, suspicious incidents, and potential criminal violations involving fire or explosive hazards. The office may also provide technical expertise regarding fire safety, explosive threats, and hazardous materials concerns affecting public safety operations. Fire Marshal personnel shall integrate into Unified Command structures when incidents

involve both law enforcement and fire investigation responsibilities.

4. Smith County Office of Emergency Management

The Smith County Office of Emergency Management supports ESF 13 by providing coordination, planning, situational awareness, and resource management functions through the Emergency Operations Center. OEM facilitates requests for mutual aid and state assistance, supports enforcement of emergency orders issued under Chapter 418, and coordinates interagency communication across Emergency Support Functions. OEM does not exercise tactical command over law enforcement operations but provides strategic coordination, documentation support, and policy guidance consistent with the County's Emergency Operations Plan. OEM also supports planning, training, and after-action review processes associated with ESF 13 activities.

5. Emergency Service Districts

Emergency Services Districts 1 and 2 support ESF 13 by providing fire suppression, rescue, emergency response, and operational coordination within their respective jurisdictions. During incidents requiring joint operations, ESD personnel shall integrate into Unified Command with law enforcement partners to ensure coordinated life safety and incident stabilization efforts. ESDs may assist with scene safety, hazard mitigation, rescue operations, and technical support functions that directly impact public safety and security operations.

6. Emergency Medical Services

CHRISTUS Emergency Medical Services and University of Texas Emergency Medical Services support ESF 13 by providing emergency medical response, triage, treatment, and transport during incidents involving public safety threats. EMS agencies may coordinate closely with law enforcement during active threat incidents, rescue task force operations, mass casualty events, and high-risk law enforcement operations. EMS personnel shall integrate into the Incident Command or Unified Command structure and coordinate resource needs and operational updates through established communication channels. EMS agencies also support post-incident medical evaluation and documentation as required.

IX. CONTINUITY OF GOVERNMENT

Lines of Succession for ESF #13 Public Safety and Security:

1. County Sheriff, Smith County Sheriff's Office
2. Chief Deputy, Patrol, Smith County Sheriff's Office
3. Chief Deputy, Criminal Investigative Division, Smith County Sheriff's Office

References

Federal Emergency Management Agency, Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, https://www.fema.gov/sites/default/files/documents/fema_npd_developing-and-maintaining-emergency_052125.pdf

Federal Emergency Management Agency, National Incident Management System, <https://www.fema.gov/emergency-managers/nims>

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

State of Texas, House Bill 33, <https://capitol.texas.gov/tlodocs/89R/billtext/html/HB00033E.htm>

Texas Constitution and Statutes, Chapter 418. Emergency Management, <https://statutes.capitol.texas.gov/?tab=1&code=GV&chapter=GV.418&artSec=>

Texas Constitution and Statutes, Code of Criminal Procedure, <https://statutes.capitol.texas.gov/?tab=1&code=CR&chapter=CR.1&artSec=>

Texas Constitution and Statutes, Sec. 12.50. Penalty if offense committed in disaster area or evacuated area, <https://statutes.capitol.texas.gov/?tab=1&code=PE&chapter=PE.12&artSec=12.50>

Texas Constitution and Statutes, Transportation Code chapter 472, <https://statutes.capitol.texas.gov/?tab=1&code=TN&chapter=TN.472&artSec=>

U. S. Department of Homeland Security, Homeland Security Act of 2002, <https://www.dhs.gov/homeland-security-act-2002>

U. S. Department of Homeland Security, Homeland Security Presidential Directive 5, <https://www.dhs.gov/publication/homeland-security-presidential-directive-5>

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/05/2026	Submitted by: Christina Haney
Meeting Date: 03/17/2026	Department: Purchasing on behalf of County Clerk
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Contract Renewal for 11-20 Land and Vital Records Management System	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the one-year renewal option with Neumo (formerly GOVOS/KOFILE) in the amount of \$172,041.00 for RFP 11-20, Land and Vital Records Management System, and authorize the County Judge to sign all related documentation.	
Background: We originally awarded this item on 6/30/2020. The terms of the agreement are for 5 years with 3 - 1 year renewals. This will be the second renewal. No price increase.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



COUNTY OF SMITH

Purchasing

200 E. Ferguson, Suite 414

Tyler, Texas 75702

903-590-4720

January 20, 2026

Mr. Mark Nicks
Neumo Tax & Licensing

Re: Contract Extension, RFP-11-20 Land and Vital Records Management System

Dear Mr. Nicks,

The above contract was awarded to your company on June 30, 2020. It has been determined that your company has performed in accordance with the terms and conditions of our Contract. Therefore, Smith County desires to exercise its option to renew the Contract effective from June 30, 2026 through June 30, 2027. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth in the Contract.

All of our vendors are very important to us, and NEUMO's performance with Smith County's County Clerk Office has been very satisfactory. Please sign this notification and return to the Purchasing Department. Your signature will show, for our records, your approval for a one (1) year renewal on this contract.

Sincerely,

Smith County Purchasing Department

I hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company: NEUMO

Date: 2/24/2026

Signed:  Sabrina Stover

Print Name: Sabrina Stover

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Order Form (Smith County, Texas and Neumo)	2c805fda-13a9-4095-95c0-4fe15adb4f1e

Contract signed by:

Sabrina Stover	Signer ID:	134b5a01-efb9-481e-b94d-d76c322b7d83
	Email:	sabrina.stover@neumo.com
Date / Time:	Feb 24, 2026 at 3:41 PM UTC	
IP Address:	153.66.209.167	
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/145.0.0.0 Safari/537.36 Edg/145.0.0.0	

**AGREEMENT RFP-11-20
BETWEEN SMITH COUNTY AND KOFILE TECHNOLOGIES, INC.
RECORDS MANAGEMENT AND IMAGING SYSTEM**

This Agreement is made and entered into by and between the Smith County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Smith County Commissioners Court and Kofile Technologies, Inc. ("Contractor") with a place of business at 6300 Cedar Springs, Dallas, Texas 75235. Both County and Contractor are sometimes referred to as "Party", or collectively as "Parties."

WHEREAS, County issued RFP-11-20 Request for Proposals (RFP) for a Land and Vital Records Management System (LVRMS) for the Smith County Clerk's Office, in accordance with Chapter 262 of the Texas Local Government Code;

WHEREAS, Contractor responded to RFP; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHEREAS, County has selected Contractor as the highest ranked firm for County RFP-11-20 and agrees to pay Contractor for the services provided as detailed in this Agreement;

WHEREAS, Contractor as agreed in accordance with the terms and conditions below to provide the County with its Vanguard Records Management system for recording and retrieving land and vital records for the Smith County Clerk's Office.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, County and Contractor mutually agree as follows:

INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:

1. MOU Re: RFP-11-20, dated June 18, 2020, attached as Exhibit A;
2. Contractor's BAFO RFP-11-20, dated June 23, 2020 attached as Exhibit B;
3. Contractor's response to the RFP-11-20, dated March 9, 2020, attached as Exhibit C;
and
4. County's RFP-11-20, Exhibit D

1. TERM

This Agreement will become effective on the date of full execution by the parties (the "Effective Date") and shall continue for a period of Five (5) years, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term").

This Agreement may be renewed, in County's sole discretion, for up to three (3) additional one (1) year periods based on existing terms, conditions, Contractor's performance, pricing, and fiscal year funding availability, as evidenced by formal written approval of the Commissioners Court and Contractor (collectively the "Term"). Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed one hundred eighty (180) days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

2. SYSTEM AND SERVICES

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, Kofile will provide County with Records Management and Imaging System, comprising information technology products, software and materials (collectively, the "System"), and the related services ("Services") described in the incorporated documents listed hereto as **Exhibits A, B, C, & D.**

3. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES OR WORK

Contractor agrees to accept the specified compensation as set forth in **Exhibit B** as full remuneration for performing all services and furnishing all professional services, supervision, labor, personnel, staffing, documentation, reports, taxes, travel, transportation, shipping, freight, insurance requirements, bonds, supplies and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for products and services delivered in accordance with this Agreement. County shall have no obligation to pay any sum in excess of total Agreement amount specified herein.

Invoices shall be verified and approved by the County authorized representative and subject to routine processing requirements. Payments made by the County shall not preclude the right of County from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the services and/or goods. Payment will be made upon receipt and acceptance by the County of completed work, services or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

The County reserves the right to withhold any payment or partial payment otherwise due the Contractor for unsatisfactory performance, services or work incomplete, unacceptable work or services or damage by the Contractor, his employees or subcontractors. The County shall provide notice of any work or services that involve disputed costs, involve disputed audits, that is deemed to be incomplete or unacceptable, for which the Contractor shall rectify that condition to the satisfaction of County. If Contractor fails to rectify and correct the incomplete or unacceptable work or damage within a reasonable time, County will also reduce the bill for any services deemed unsatisfactory, unacceptable, and incomplete or damaged. At no time will penalty assessment be recoverable by the Contractor. Contractor shall take all proper precautions to protect County and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Contractor, the Contractor will be required to make repairs and/or restitution immediately at its own expense.

Prompt Payment Act: Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

All invoices must reference a valid Smith County Purchase Order Number (when applicable).

County reserves the right to withhold payment to the Contractor or to require Contractor to return payment(s) received from County in the event Contractor's performance does not comply with any provision of this Agreement. Contractor agrees to return any unearned amounts paid by County within thirty (30) days following the final date of the Term or within thirty (30) days following County delivery of a notice to the Contractor that amounts paid to be returned.

Contractor shall submit monthly invoices for all services or work performed during the previous calendar month. Two (2) invoices are required. All invoices shall be submitted to the Smith County Auditor's Office with a copy to originating department indicated below and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. Failure to provide the appropriate supporting documentation will result in the delay payment. Invoices shall cover goods and services not previously invoiced. Contractor shall reimburse the Smith County for any monies paid to Contractor for goods or services not provided or when goods and services provided do not meet the Agreement requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or invoiced under this Agreement and shall not be construed as acceptance of any part of the goods or services.

Invoices and support documentation are to be sent to:

Original invoice shall be sent to: Smith County Clerk, 200 E. Ferguson, Suite 300, Tyler, Texas 75702

Copy of invoice(s) shall be sent to: Smith County Purchasing Department, 200 E. Ferguson, Suite 414, Tyler, Texas 75702

At minimum, the original invoices submitted against the agreement, must reference all of the following information: (i) name and address of Kofile. (ii) detailed breakdown of all charges for the services or products delivered stating any applicable period of time, and (iii) County purchase order number, if applicable.

All itemized optional services requested by the user department should be listed on a separate invoice. All billing shall be done on a timely and accurate basis. Contractor shall submit monthly invoices from services completed in the previously month no later than the 15th of each month. Payment will be made within thirty (30) days after receipt of an approved invoice with supporting documentation to the Smith County Auditor's Office. Upon termination of this Agreement, amounts due the Contractor from the County under the terms of this Agreement, shall be prorated as of the date of termination. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid.

4. SALES AND USE TAXES

If County is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the County under this Agreement. Kofile may be considered a limited agent of the County for the sole purpose of purchasing goods or services on behalf of the County without payment of taxes from which County is exempt. If Kofile is required to pay taxes by determination of a proper taxing authority having jurisdiction over the System components or Services provided under this Agreement, County agrees to reimburse the Kofile for payment of those taxes.

5. DELIVERY AND ACCEPTANCE

Kofile will arrange for delivery of the appropriate System components to the County installation site(s), as set forth in **Exhibit C**. Shipment of the hardware shall be F.O.B. to the receiving point at each installation site. Kofile will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in **Exhibit C**.

6. CONFIDENTIALITY AND OPEN RECORDS ACT

Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

Public Information Act. The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requesters") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requesters have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requesters from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly

agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

Confidential or Proprietary Marking. Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7. PRODUCT AND SYSTEM OWNERSHIP AND USE RIGHTS

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "Kofile Intellectual Property"). County understands and agrees that all Kofile Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Kofile. To the extent the System includes third-party software components provided by Kofile as part of the System, such third-party software will be subject to the provisions of the software licenses provided by those third-party software vendors. The provisions of this Section shall survive termination of this Agreement.

Kofile and County shall enter into a separate software license agreement whereby Kofile will license to County certain rights to certain Kofile Intellectual Property as described in such agreement.

8. OWNERSHIP OF DATA

All County data, including real property records, shall remain the property of the County. The County data shall not be used by Kofile other than in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, subcontractors, invitees, or assigns, or any third party, in any respect. Kofile shall not delete or destroy any County data or media on which County data resides without prior, written, signed authorization of the County. At no cost to the County, Kofile shall, upon request, promptly return to the County, in the format and on the media in use as of the date of the request, any and all requested portions of any County data it may have in its possession or control.

9. RESPONSIBILITY FOR DATA BACKUP

Kofile is responsible for maintaining a complete and full up-to-date backup of the System at all times. At any time, the County can provide a written request for a copy of such backup.

10. PERFORMANCE STANDARDS AND SYSTEM WARRANTIES

Kofile warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to County under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Kofile; and (c) the System delivered by Kofile will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

The limited System warranty provided pursuant to clause "b" in the preceding paragraph shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Kofile; (ii) any System component that has been altered or modified by County or any third party that has not been authorized to do so in writing by Kofile; (iii) any System component that is damaged due to the negligence or misconduct of County or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Kofile; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, County shall give Kofile prompt written notice that identifies each defect with specificity. Kofile will investigate and verify each reported defect. Upon verification by Kofile of a reported defect, Kofile shall (as determined by Kofile in the sole discretion of Kofile) repair, replace, or otherwise correct each verified defect at no cost to County.

Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO COUNTY EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. KOFILE MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. KOFILE EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK, SERVICES, OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF

CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL

INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES , INCLUDING, BUT

NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART

BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF COUNTY AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS, OR OMISSIONS.

NO INDEMNIFICATION BY COUNTY: CONTRACTOR ACKNOWLEDGES AND AGREES THAT COUNTY DOES NOT HAVE THE ABILITY UNDER ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION TO INDEMNIFY CONTRACTOR OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL: THESE PROVISIONS SHALL SURVIVE COMPLETION, SUSPENSION, TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT, OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

12. INSURANCE

Before commencing work under this Agreement, Kofile shall furnish to the Smith County Director of Purchasing evidence showing the following insurance coverage to be in force:

- (i) Worker's Compensation in accordance with State Territorial Worker's Compensation Laws, and Employer's Liability Insurance;
- (ii) Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions insuring Kofile's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00; and
- (iii) Comprehensive automobile and truck liability insurance to include coverage of

owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Kofile will provide evidence of coverage on a standard ACORD form certificate of insurance. Insurer shall be required to provide County with a notice by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

13. RISK OF LOSS OR DAMAGE TO HARDWARE

Kofile will bear the risk of loss or damage to any System component while in transit to County installation site(s). County will bear all risk of loss or damage to any System component after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Kofile, its employees, agents, or representatives.

14. LIMITATIONS OF LIABILITY

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO KOFILÉ HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY COUNTY TO KOFILÉ DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY.

15. TERMINATION OF AGREEMENT

If Kofile materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by County shall be effective upon delivery of final payment to Kofile of all sums due under this Agreement to the effective date of the termination. County agrees to discontinue use of all hardware, software, and other Kofile-owned materials no later than the effective date of termination and return the hardware, software, and other Kofile-owned materials to Kofile within thirty (30) calendar days after termination.

If either party materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, either party may terminate this Agreement for breach. Termination by either party shall be effective upon written notice to the other party. In the event of a breach of this agreement by the County, the County agrees to discontinue use of all hardware, software, and other Kofile-owned materials no later than the effective date of termination and return the hardware, software, and other Kofile-owned materials to Kofile within thirty (30) calendar days after termination.

Either party may terminate this Agreement at the end of the Term or any Extended Term by providing thirty (30) calendar days written prior notice to the other party of the non-renewal of the Agreement.

This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Kofile if County has failed to receive funds for the continued procurement of the System or Services after every reasonable effort has been made by County to secure the necessary funding and if no substitute arrangement is made by County to obtain the same or similar System or Services from another source.

County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least ninety (90) days after the date of such notice. In connection with any such termination County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) Stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services as shall not have been terminated by such notice.

Termination for Insolvency: County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment

16. RELATIONSHIP OF THE PARTIES

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Kofile and County are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Kofile shall not be restricted from providing systems or performing services for others and shall not be bound to County except as provided under this Agreement.

17. CONFLICT OF INTEREST

No public official shall have any interest in this Agreement, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

18. INDEPENDENT CONTRACTOR

Kofile shall be and remain an independent contractor throughout the Term and any Extended Term of this Agreement.

19. NOTICES TO PARTIES

Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the

other, in writing, of any change in the designated addressee or related information.

To Kofile:

Kofile Technologies, Inc.
6300 Cedar Springs
Dallas, TX 75235

To County:

Smith County Clerk, c/o Smith County
Purchasing Dept.
200 E. Ferguson
Tyler, Texas 75702

Attn: _____

Telephone: 214-442-6668
Facsimile: 214-442-6669

Telephone: 903-590-4720
Facsimile: 903-590-4723

20. ORDER OF PRECEDENCE OF RELATED DOCUMENTS.

In the event of a conflict or ambiguity within, between or among the provisions of this Agreement and/or any of the referenced or incorporated documents, all parties agree that the provisions of this Agreement shall take precedence and be supported by any provisions in the referenced or incorporated documents that are favorable to the County's position.

22. DISPUTE RESOLUTION

It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Kofile and the County (or a representative of County who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. DEBARMENT

Kofile certifies that it is not on the federal government's list of suspended, ineligible or

debarred contractors at the time of execution of this Agreement. If Kofile is placed on this list during the term of this Agreement, Kofile shall notify the Smith County Director of Purchasing. False certification or failure to notify may result in termination of this Agreement for default.

24. HEADINGS

The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

25. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

26. ASSIGNMENT

This Agreement shall be binding on the parties and each party's successors and assigns. Kofile may not assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement, except to a corporate parent, subsidiary, or affiliate of Kofile. Any other attempt to make an assignment without prior written consent of the County shall be void.

27. WAIVER OR FORBEARANCE

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

28. INJUNCTIVE RELIEF

The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Kofile; or other breach by County may not be adequate for protection of Kofile, and accordingly Kofile shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

29. CUMULATIVE REMEDIES

All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

30. SURVIVAL

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

31. GOVERNING LAW AND VENUE

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought only in a court of competent jurisdiction in Smith County, Texas.

32. COUNTERPARTS; NUMBER/GENDER; HEADINGS AND ELECTRONIC SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and constructed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement. Signatures delivered by email in .pdf format shall be deemed original signatures for purposes of this Agreement.

33. ENTIRE AGREEMENT

The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Kofile and the County have executed this Agreement.

KOFI FILE TECHNOLOGIES, INC.

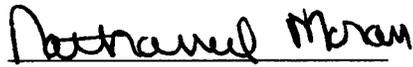
Signature: 

Printed Name: Hubert Auburn

Title: Senior Vice President

Date: 6/29/2020

SMITH COUNTY

Signature: 

Printed Name: Nathaniel Moran

Title: County Judge

Date: 6/30/2020

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/6/26	Submitted by: Jana Teague for SCSO
Meeting Date: 3/17/26	Department: SCSO
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Smith County Sheriff Bullet-Resistant Vehicle Components	
Agenda Category: <input type="checkbox"/> Briefing Session <input type="checkbox"/> Recurring Business <input checked="" type="checkbox"/> Court Orders <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/> Executive Session	
Agenda Wording: Consider and take necessary action to accept the grant award for the Office of the Governor Public Safety Office Bullet-Resistant Components for Law Enforcement Vehicles, FY2026 grant. Award is for 18 units for a total of \$168,066. No match required.	
Background: State funds authorized by H.B. 2217 Section 772.013 during the 89th Regular Session and appropriated under H.B. 500 Section 1.34 Trusteed Programs with the Office of the Governor.	
Financial and Operational Impact: No match is required. Application was for 25 vehicles for a total of \$233,425. Award is for 18 units for a total of \$168,066.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Enclosed
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Online acceptance by Judge Franklin	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Smith County

Fund 24 – Other Grants

FY26 Budget Setup

DEPARTMENT:

Sheriff's Office
56468-01 Smith County Sheriff Bullet-Resistant Vehicle Components

REVENUE SETUP:

Account Name	Account Number	Amount
Law Enforcement - Sheriff	24-34700	\$168,066.00
	Total	\$168,066.00

EXPENDITURE SETUP:

Account Name	Account Number	Amount
Fleet Upfitting Costs	27.560.4400.481	\$168,066.00
	Total	\$168,066.00

BRIEF EXPLANATION FOR REQUEST:

Set Up budget for OOG grant 56468-01 Bullet-Resistant Vehicle Components

Department Head:

Date: 3/9/26



Commissioner's Court Approval:

Neal Franklin
Smith County Judge

Date

Budget Setup:

Date: March 17, 2026

Jana Teague, County Auditors Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5646801	Award Amount:	\$168,066.00
Date Awarded:	3/6/2026	Grantee Cash Match:	\$0.00
Grant Period:	03/01/2026 - 02/28/2027	Grantee In Kind Match:	\$0.00
Liquidation Date:	05/29/2027	Grantee GPI:	\$0.00
Program Fund:	LC - Bullet-Resistant Components for Law Enforcement Vehicles	Total Project Cost:	\$168,066.00
Grantee Name:	Smith County		
Project Title:	Smith County Sheriff Bullet-Resistant Vehicle Components		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	VFDHJN789G9		
CFDA:	N/A		
Federal Awarding Agency:	N/A - State Funds		
Federal Award Date:	N/A - State Funds		
Federal/State Award ID Number:	2026-LC-ST-0973		
Total Federal Award/State Funds Appropriated:	\$5,000,000.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		
Federal/State Award Description:	N/A - State Funds		

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/6/2026	Submitted by: Jennafer Bell
Meeting Date: 3/17/2026	Department: SO
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: K9 Retirement	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the retirement and subsequent transfer of K-9 Officer Lobo to K-9 Handler Jose Terrazas in accordance with Texas Government Code, Chapter 614, Subchapter L; and authorize the County Judge to sign all related documentation.	
Background: See attached.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Thomas Wilson	Email: TWilson@smith-county.com
Name: Larry Smith	Email: LSmith@smith-county.com
Name: James R. Jackson	Email: JJackson2@smith-county.com
Name: Craig Halbrooks	Email: CHalbrooks@smith-county.com

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

SUBMIT

Office Use Only
Agenda Item # _____

To: Captain Halbrooks

From: Lt. Jeff Hobson

Date: February 23, 2026

Re: Terrazas Retirement

Captain,

As you are aware, Deputy Terrazas will be retiring from service at the end of this week. Deputy Terrazas has served the Smith County Sheriff's Office for the past 16 years. Eight of those years, he has been assigned under my command as a K-9 handler with the criminal interdiction unit along with his partner "LOBO".

LOBO was purchased by the Smith County Sheriff's Office through Pacesetter K-9 in Liberty Hill Texas in July of 2018 using drug seizure funds. LOBO was approximately 16 months old when received and is now approaching 9 years of age.

LOBO was bred and trained to perform specific tasks, such as searching for people, detecting illicit substances, and providing protection to their handler. For six years, LOBO was assigned to the Smith County Sheriff's Office SWAT Team. LOBO is responsible for many large narcotics seizures during his career, including a two-hundred-and-fifty-thousand-dollar cash seizure on Interstate 20.

K-9 dogs typically work for 6-8 years, although some may work longer or shorter periods depending on their health, breed and role. During their service, they are exposed to a variety of situations, from high stress deployments to routine patrols. As they age, their physical abilities decline, and they begin to show signs of wear and tear.

LOBO is a special animal that has dedicated his life to serving and protecting his community alongside Deputy Terrazas and his family. At his age, it is not feasible to assign LOBO a new handler. Deputy Terrazas has requested for LOBO to transition to civilian life, and provide him with the care, support and love that he deserves. Their service is a testament to the enduring bond between humans and animals, and their retirement is a reminder of our responsibility to care for those who have given so much.

Lt. J. Hobson

STATE OF TEXAS §
 §
COUNTY OF SMITH §

**TEXAS GOVERNMENT CODE, § 614.214
CONTRACT FOR THE RETIREMENT OF
LOBO (CANINE) AND ADOPTION BY
DEPUTYJOSE TERRAZAS**

1. Smith County Sheriff, Larry Smith and K9 Handler Deputy Jose Terrazas have determined that Lobo is ready to retire from service as a canine officer because he is at the end of his working life and is suitable for adoption by Deputy Terrazas, his former handler. See Texas Government Code, §§ 614.212(a); & .213(a)(2)(C). This contract is effective on the date of Lobo’s retirement as approved by the Smith County Commissioners Court.
2. By this contract, Smith County transfers full title and ownership of Lobo to Deputy Jose Terrazas for no fee, but subject to the terms and conditions below, and in accordance with Texas Government Code, Chapter 614, Subchapter L.
3. In exchange, Deputy Jose Terrazas agrees to (a) humanely care for Lobo, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for the animal's health; (b) comply with all state and local laws applicable to keeping domestic animals; and (c) notify the County if Deputy Jose Terrazas is no longer able to humanely care for Lobo as required by Section 614.214(2)(C) of the Texas Government Code.
4. The County will re-take possession of Lobo if (a) Deputy Jose Terrazas provides the statutory notice under section 3(c), or (b) the Smith County Commissioners Court finds that Deputy Jose Terrazas is no longer able to humanely care for the animal. See Texas Government Code, § 614.214(3).
5. By this contract, the County waives no immunity, including the immunity related to the transfer of former working law-enforcement animals set out in Section 614.215, Texas Government Code, future liability for any expenses associated with the care, and transfer of Lobo.
6. The transfer under this contract supersedes the usual statutes for the disposition of certain county property in Subchapter D, Chapter 263 of the Texas Local Government Code.
7. Texas law will govern this contract and all claims and defenses related to a dispute under it. Venue for disputes arising under this contract will lie in Smith County.

8. In the event of a dispute under or related to this contract, each party will bear its own attorney's fees and costs.

9. Deputy Jose Terrazas may provide the notice required by section 3(c) of this contract to the Smith County Judge, at 200 E. Ferguson, Suite 100, Tyler, Texas 75702.

10. This agreement is being made in accordance with and under the authority provided in Texas Government Code, Chapter 614, Subchapter L.

Smith County Judge
Neal Franklin

Date: _____

Smith County Sheriff
Larry Smith

Date: _____

Deputy Jose Terrazas

Date: _____



STATE OF TEXAS

IN THE COMMISSIONERS COURT

COUNTY OF SMITH

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**ORDER FOR AUTHORIZING RETIREMENT AND TRANSFER OF
K-9 OFFICER LOBO
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 614.212**

WHEREAS, Texas Government Code Section 614.212 authorizes the governing body of Smith County to enter into a contract with a person for the transfer of a law enforcement dog that has been determined by the Constable to be suitable for transfer because the dog is at the end of its working life; and

WHEREAS, Smith County Sheriff, Larry Smith has, after consultation with the animal’s veterinarian, handlers, and other caretakers, determined K-9 Officer “Lobo” is eligible for retirement, suitable for transfer; and

WHEREAS, Deputy Jose Terrazas is a peace officer and is capable of humanely caring for “Lobo”; and

WHEREAS, the Smith County Commissioners Court has determined that the transfer of K-9 Officer “Lobo” is in the best interest of the animal and of the health, safety, and welfare of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE SMITH COUNTY COMMISSIONERS COURT:

1. Smith County Sheriff’s Office is hereby authorized to negotiate and execute an agreement for the transfer of retired K-9 Officer “Lobo” to Deputy Jose Terrazas without charge, subject to Texas Government Code, § 614.214.
2. That it is hereby officially found and determined that K-9 Officer “Lobo” is hereby retired and transferred to Deputy Jose Terrazas.

SIGNED THIS ___ DAY OF _____, 2026.

**NEAL FRANKLIN
COUNTY JUDGE**

**CHRISTINA DREWRY
COMMISSIONER, PRECINCT 1**

**JOHN MOORE,
COMMISSIONER, PRECINCT 2**

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

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

**ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK**

10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/9/26	Submitted by: Jana Teague for SCSO
Meeting Date: 3/17/26	Department: SCSO- Chief Jimmy Jackson
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: SCSO Peace Officer Mental Health Program	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to sign updated resolution for the Office of the Governor Public Safety Office Peace Officer Mental Health Program, FY2027 grant application.	
Background: State funds for these projects are authorized under the Texas General Appropriations Act, Article I for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.	
Financial and Operational Impact: No match is required	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



**RESOLUTION
FY27 SCSO PEACE OFFICER MENTAL HEALTH PROGRAM**

WHEREAS, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Peace Officer Mental Health Program be operated for FY27; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Peace Officer Mental Health Program to the Office of the Governor.

Passed and approved this 30th day of December 2025.

Neal Franklin, County Judge

Christina Drewry, Comm. Pct. 1

John Moore, Comm. Pct. 2

J Scott Herod, Comm. Pct. 3

Ralph Caraway, Sr., Comm. Pct. 4



**RESOLUTION
FY27 SCSO PEACE OFFICER MENTAL HEALTH PROGRAM**

WHEREAS, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Peace Officer Mental Health Program be operated for FY27; and

WHEREAS, Smith County agrees to provide applicable matching funds for the said project as required by the Peace Officer Mental Health Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Peace Officer Mental Health Program to the Office of the Governor.

Passed and approved this 17th day of March 2026.

Neal Franklin, County Judge

Christina Drewry, Comm. Pct. 1

John Moore, Comm. Pct. 2

J Scott Herod, Comm. Pct. 3

Ralph Caraway, Sr., Comm. Pct. 4

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/9/2026	Submitted by: Christina Haney
Meeting Date: 3/17/2026	Department: Purchasing
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award RFQ 32-25 Annex Waterproofing	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to award a contract to Walker Consultants in the amount of \$203,686.00 for RFQ-32-25 Professional Services for Exterior Waterproofing at the Smith County Annex and authorize the County Judge to sign all related documentation.	
Background: On 8/5/2025 CC approved Purchasing to advertise, solicit and receive RFQ's. Purchasing received 5 responses which were evaluated and scored. This is for Phase I of the project.	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jordan Norris	Email:
Name: Jaye Latch	Email:
Name: Christina Haney	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

**Purchasing Department
Sealed Qualification Tabulation**

RFQ-32-25 Professional Services for Exterior Waterproofing at the Smith County Annex

BIDDER NAME	Score
WALKER CONSULTANTS	95
ALLANA BUICK BERS	92
KSA-PAPE-DAWSON	90
SIMPSON GUMPERTZ & HEGER	87
LERCH BATES	84

Downloaded by 11 Vendors and received 5 Submissions

Evaluation Criteria

Identification and understanding of the County's requirements	20 Points
Past Performance and experience on projects similar in size and scope to this project	20 Points
Experience and qualifications of the respondent, key personnel and project team	20 Points
Project Services and Approach	20 Points
Schedule and Availability	10 Points
Responsiveness to this RFQ, including submittals	10 Points

STATE OF TEXAS

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COUNTY OF SMITH

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**AGREEMENT FOR PROFESSIONAL ENGINEERING &
CONSULTING SERVICES**

(Building Envelope Consulting Services – Smith COUNTY Courthouse Annex)

This Agreement for Professional Architectural Services (“Agreement”) is made and entered into by and between SMITH COUNTY, Texas (“COUNTY”), a political subdivision of the state of Texas, and WALKER CONSULTANTS. (“WALKER”), a Texas corporation. COUNTY and WALKER may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, WALKER is a professional engineering firm which provides engineering and consulting services throughout Texas and the United States; and

WHEREAS, COUNTY desires WALKER to provide professional engineering and consulting services for the waterproofing and repairs of the Smith COUNTY, Courthouse Annex building located at 200 E. Ferguson St, Tyler, TX, 75702; and

WHEREAS, WALKER represents that it is qualified and desires to perform such services for COUNTY; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, COUNTY has determined that WALKER is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, COUNTY has selected WALKER as the firm that has demonstrated, in the County’s opinion, the highest degree of technical merit and expertise based on WALKER’S responses to RFQ 32-25, as authorized by the Smith County Commissioners Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** WALKER shall render services to COUNTY as provided in WALKER’S Response to RFQ 32-25, dated January 13, 2026 attached hereto as “Exhibit A” and incorporated herein by reference (the “Services”). Except that WALKER shall provide and agrees that services shall be provided in phases as described in Exhibit “A.” Phase 2 – Phase 4 shall be contingent upon completion of Phase 1. COUNTY is in no way obligated to proceed with Phase 2 through 4. WALKER shall not proceed with Phase 2 through Phase 4, without a written Addendum to this agreement. Any terms contemplate by this Agreement shall be for Phase 1 only.
3. **Time for Performance.** Time for performance of the Services under this Agreement shall

begin with WALKER'S receipt of Notice to Proceed (the "Commencement Date") and be conducted in accordance with WALKER'S response to RFQ 32-25, Exhibit "A". WALKER shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by COUNTY.

4. **Compensation and Payment Terms.**

(a) WALKER's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to WALKER for the Services performed under this Agreement is Two Hundred Three Thousand, Six Hundred Eighty-Six & 00/100 Dollars (\$203,686.000). In no event shall the amount paid by COUNTY to WALKER under this Agreement exceed said Maximum Compensation without an approved change order or addendum.

(b) WALKER understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees provided in Table 1, Summary of Project Fee, Phase 1 Investigation Phase, and stated in the attached Exhibit "A."

(c) COUNTY will pay WALKER based on the following procedures: Upon completion of the phases as described herein and provided in "Table 1. Summary Project Fee" in Exhibit "A" WALKER shall submit to COUNTY staff person designated by the Facilities Management, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to COUNTY. COUNTY shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. COUNTY shall pay each such approved invoice within thirty (30) calendar days.

- Phase 1 – Investigations Phase (Including Contractor's Fee & Asbestos, Lead, and PCB Testing
 - WALKER'S Services: \$90,100.00
 - Contractor Assistance: \$112,086.00
 - Asbestos, Lead, and PCB Testing: \$1,500.00
 - Total: \$203,686.00

(d) Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

(e) WALKER understands and agrees that COUNTY'S obligation to make any payment(s) hereunder is dependent upon WALKER'S completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 23 of this Agreement. Therefore, COUNTY reserves the right to withhold payment for work that is not performed in accordance with this agreement.

5. **Limit of Appropriation.** WALKER understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in

Section 2 above is Two Hundred Three Thousand, Six Hundred Eighty-Six & 00/100 Dollars (\$203,686.000). In no event shall the amount paid by COUNTY under this Agreement exceed the Maximum Compensation without a COUNTY approved change order. WALKER clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that COUNTY shall have available the total maximum sum of Two Hundred Three Thousand, Six Hundred Eighty-Six & 00/100 Dollars (\$203,686.000) specifically allocated to fully discharge any and all liabilities COUNTY may incur under this Agreement for Phase 1. WALKER does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that WALKER may become entitled to and the total maximum sum that COUNTY may become liable to pay to WALKER under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Three Thousand, Six Hundred Eighty-Six & 00/100 Dollars (\$203,686.000), unless written approved is provided by the COUNTY.

6. **Non-appropriation.** WALKER understands and agrees that in the event no funds or insufficient funds are appropriated by the COUNTY under this Agreement, COUNTY shall immediately notify WALKER in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the COUNTY. In no event shall said termination of this Agreement or COUNTY'S failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by COUNTY in any amount(s) in excess of those previously funded.
7. **Taxes.** WALKER understands and agrees that COUNTY is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. COUNTY shall furnish evidence of its tax-exempt status upon written request by WALKER.
8. **Insurance.** Prior to commencement of the Services, WALKER shall furnish COUNTY with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to COUNTY. WALKER shall provide certified copies of insurance endorsements and/or policies if requested by COUNTY. WALKER shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. WALKER shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each

occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

COUNTY and members of the Smith County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of WALKER shall contain a waiver of subrogation in favor of COUNTY.

If required coverage is written on a claims-made basis, WALKER represents that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

WALKER shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by COUNTY.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to COUNTY.

Approval of the insurance by COUNTY shall not relieve or decrease the liability of the WALKER.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, WALKER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES AGAINST ALL DAMAGES AND LIABILITIES, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, CAUSED BY THE NEGLIGENT PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY WALKER OR WALKER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH WALKER EXERCISES CONTROL. IN ADDITION, WALKER SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT. THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.**

10. **Public Information Act.** WALKER expressly acknowledges and agrees that COUNTY is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall COUNTY be liable to WALKER for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, COUNTY agrees to maintain the confidentiality of information provided by WALKER expressly marked as proprietary or confidential. COUNTY shall not be liable to WALKER for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. WALKER further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** WALKER shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in effect at the time of the Services and applicable to the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. WALKER, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, WALKER shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of WALKER. WALKER and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of COUNTY and shall not be entitled to any of the privileges or benefits of COUNTY employment.
13. **Personnel.** WALKER represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that WALKER shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of COUNTY, to perform the Services when and as required and without delays.

All employees of WALKER shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of WALKER who, in COUNTY's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of COUNTY, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at COUNTY's facilities, WALKER shall comply with, and will require that all WALKER's Personnel comply with, all applicable rules, regulations and known policies of COUNTY that are communicated to WALKER in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by COUNTY to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

14. **Confidential and Proprietary Information.** WALKER acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this

Agreement, be exposed to or acquire information that is confidential to COUNTY. Any and all information of any form obtained by WALKER or its employees or agents from COUNTY in the performance of this Agreement shall be deemed to be confidential information of COUNTY ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by WALKER shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by WALKER) publicly known or is contained in a publicly available document; (b) is rightfully in WALKER's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of WALKER who can be shown to have had no access to the Confidential Information.

WALKER agrees to hold Confidential Information in strict confidence, using at least the same degree of care that WALKER uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (except those entities contemplated in Phase 1 of Exhibit A) or use Confidential Information for any purposes whatsoever other than the provision of Services to COUNTY hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. WALKER shall use its best efforts to assist COUNTY in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, WALKER shall advise COUNTY immediately in the event WALKER learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and WALKER will cooperate with COUNTY in seeking injunctive or other equitable relief in the name of COUNTY or WALKER against any such person. WALKER agrees that, except as directed by COUNTY, WALKER will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person (except those entities contemplated in Phase 1 of Exhibit A), and that upon termination of this Agreement or at COUNTY's request, WALKER will promptly turn over to COUNTY all documents, papers, and other matters in WALKER's possession which embody Confidential Information.

WALKER in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

15. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by WALKER, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of COUNTY. COUNTY, at all times, shall have a right of access to the Materials. WALKER shall promptly furnish and deliver all such Materials to COUNTY on request. Notwithstanding the foregoing, WALKER shall bear no liability or responsibility for Materials that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
16. **Inspection of Books and Records.** WALKER shall permit COUNTY, or any duly authorized agent of COUNTY, to inspect and examine the books, records, information, and documentation (collectively, "Records") of WALKER which relate to the Services provided

under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. WALKER shall maintain all such Records in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives. COUNTY's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **WALKER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

17. **Termination.**

- (a) Without Cause. COUNTY and WALKER, in their sole discretion, and without prejudice to any other remedy to which they may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other party.
- (b) With Cause. COUNTY, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) WALKER fails to perform any portion of the Scope of Services under Section 2 above within the timeframe(s) provided.
 - (2) WALKER fails to comply with COUNTY's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) WALKER fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) WALKER otherwise substantially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - (6) COUNTY shall notify WALKER in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, WALKER shall have opportunity to cure such Default within the time specified in the Notice by COUNTY. If WALKER fails to cure such Default within such time, and to the reasonable satisfaction of COUNTY, then COUNTY may elect to terminate this Agreement for cause.

- (7) If, after termination of the Agreement by COUNTY for cause, it is determined for any reason whatsoever that WALKER was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by COUNTY without cause in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, WALKER shall cease all work and activity for the Services by the date specified by COUNTY and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. COUNTY shall compensate WALKER in accordance with Section 4, above, for such work provided by WALKER under this Agreement prior to its termination and which has not been previously presented for payment by WALKER to COUNTY.
- (d) If COUNTY terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to WALKER.
18. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.
- For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such incapacity, which such Party could not have avoided by the reasonable exercise of due diligence and care.
19. **Assignment.** WALKER may not assign this Agreement to another party without the prior written consent of COUNTY. WALKER
20. **Successors and Assigns Bound.** COUNTY and WALKER each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
21. **Publicity.** Contact with citizens of SMITH COUNTY, media outlets, or other governmental agencies shall be the sole responsibility of COUNTY. Under no circumstances, whatsoever, shall WALKER release any material or information developed or

received during the performance of Services hereunder unless WALKER obtains the express written approval of COUNTY or is required to do so by law.

22. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to COUNTY: SMITH COUNTY, Facilities Services
Attn: Facilities Director
312 E. Ferguson
Tyler, Texas 757023

And

SMITH COUNTY, Texas
Attn: Purchasing
200 E. Ferguson, Suite 414
Tyler, Texas 75702

If to WALKER: WALKER CONSULTANTS.
Attn: Erick W. Ika, PE, CDT
920 Memorial City Way, Suite 715
Houston, Texas 77024

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

23. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, WALKER represents to COUNTY that WALKER has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the Smith County. WALKER shall provide the Services to COUNTY with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

24. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to WALKER only to the extent that those costs do not exceed SMITH COUNTY travel reimbursement allowances. A copy of COUNTY'S Travel Policy with those reimbursement limits shall be provided to WALKER upon request.
25. **Arbitration, Litigation Waiver, and Attorney Fees.** COUNTY does not agree to submit disputes arising out of this Agreement to binding arbitration nor does COUNTY agree to pay any and/or all attorney fees incurred by WALKER in any way associated with this Agreement. Therefore, any references in WALKER'S Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
26. **No Waiver of Jury Trial.** COUNTY does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in WALKER'S Proposal to COUNTY'S waiver of jury trial are hereby deleted.
27. **Limitation of Liability and Waiver of Damages.** COUNTY does not agree to limit WALKER'S liability for any damages, however caused, nor does COUNTY agree to waive any special or consequential damages for claims, disputes, or other matters in question which may arise out of or relating to this Agreement. Therefore, any references in WALKER'S Proposal to COUNTY regarding limitations of liability and waiver of consequential damages are hereby deleted.
28. **Non-Solicitation.** WALKER understands and agrees that COUNTY, under the COUNTY Purchasing Act and other provisions of federal, state, and local laws, has the right and duty to solicit and/or competitively bid out for various goods and services. Therefore, any reference in WALKER'S Proposal to COUNTY's solicitation of employment, services, or payment of any salaries or other damages for the same are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in WALKER's Proposal are hereby deleted.
30. **Indemnification by COUNTY. WALKER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN WALKER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS WALKER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY WALKER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE SMITH COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Architectural Services” and the terms of WALKER’S Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by COUNTY of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of SMITH COUNTY, Texas.
37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by COUNTY regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, WALKER hereby verifies that WALKER and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of

\$100,000.00 or more, WALKER does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

(c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, WALKER does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

(d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, WALKER does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

38. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

39. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

40. **Representation.** By his or her signature below, each signatory individual represents that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby represents to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Walker Consultants

Smith County, Texas

By:  _____

By: _____

Name: Erick Ika

Name: _____

Title: Sr. Building Envelope Consultant

Title: _____

Date: March 4, 2026

Date: _____

EXHIBIT "A"

(WALKER'S January 13, 2026 Response to RFQ 32-25)
Walker Project No. 27-001468.01

12

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 3/9/2026	Submitted by: Jennafer Bell
Meeting Date: 3/17/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - February 2026	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for February 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF FEBRUARY 2026 A.D.
ACCEPTED THE 17TH DAY OF MARCH 2026 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



5-26
**COMMISSIONERS COURT
MINUTES
February 3, 2026**

On Tuesday, February 3, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner John Moore – Precinct 2

V. PUBLIC COMMENT

Dalila Reynoso #10

OPEN SESSION: 9:30 AM

COURT ORDERS

COMMISSIONERS COURT

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to appoint/reappoint five board members to serve two-year terms on the Tax Increment Financing (TIF) Zone Board for the Smith County Reinvestment Zone #1.
Passed 5-0; Abstain: (None); Absent: (None).
Appointed: Frank Davis, Jeff Warr, Neal Franklin, J Scott Herod, & JoAnn Hampton

2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a change order for Watson Commercial Construction in the amount of \$11,091.00 for contract # 06-25 Facility Services Improvements utilizing American Rescue Plan Act (ARPA) funds and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

3. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed proposals for RFP # 20-26 Courthouse Furniture.
****PASSED ON****

HUMAN RESOURCES

4. Consider and take necessary action to approve a budget transfer from the Animal Control Officer salary lag to the Animal Shelter part-time fund.
****PASSED ON****
5. Consider and take necessary action to reclassify the existing Animal Control Officer Position to Animal Control Dispatcher in the FY26 Salary Plan.
****PASSED ON****

RECURRING BUSINESS

ROAD AND BRIDGE

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:
 - a. Re-Plat for "L" Cra-Mar Estates, Unit 2, Precinct 1,
 - b. Final Plat for Legacy Ranch Phase 1, Precinct 3, and
 - c. Final Plat for Legacy Ranch Phase 2, Precinct 3.*Passed 5-0; Abstain: (None); Absent: (None).*
7. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 2175, 2197 and 2343, Metronet, install fiber optic cable, Precinct 2,
 - b. County Road 233, Jackson Water Supply, install water line, Precinct 3, and
 - c. County Road 4232, Metronet, install fiber optic cable, Precinct 4.*No Action Necessary.*

AUDITOR'S OFFICE

8. Receive County Auditor's Report and Executive Summary.
No Action Necessary.
9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

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

ADJOURN: 9:44AM

Meeting adjourned by County Judge Neal Franklin.

Date: 3/3/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for February 3, 2026.


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

3-3-26
Date





6-25
**COMMISSIONERS COURT
MINUTES
February 10, 2026**

On Tuesday, February 10, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner J Scott Herod – Precinct 3

V. PUBLIC COMMENT

JoAnn Fleming #11, Pamela Boyd #3, Tom Fabry #11, Bob Brewer #11

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming February 11, 2026, as "Hubbard Middle School AVID National Demonstration Day" in Smith County.

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

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming February 23, 2026, as "The First Literary Club of Tyler Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve low cost spay and neuter services provided by the Animal Protection League at 322 E. Ferguson, Tyler, TX 75702 (Smith County Animal Shelter Parking Lot).
Passed 5-0; Abstain: (None); Absent: (None).

FIRE MARSHAL'S OFFICE

4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Emergency Support Function (ESF) 7, Logistics, of the Smith County Emergency Operations Plan, allow the Emergency Management Coordinator to submit to the Texas Division of Emergency Management, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
5. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Emergency Support Function (ESF) 9, Search and Rescue, of the Smith County Emergency Operations Plan, allow the Emergency Management Coordinator to submit to the Texas Division of Emergency Management, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

ELECTIONS

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve Facility Use Agreement between Smith County and the City of Whitehouse for elections occurring in 2026 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 2, 2026, Election and authorize the county judge to sign all related documentation.
 - a. City of Bullard,
 - b. City of Hideaway,
 - c. City of Lindale,
 - d. City of Winona, and
 - e. Tyler ISD.*Passed 5-0; Abstain: (None); Absent: (None).*

ROAD AND BRIDGE

8. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 on a variance request from the Smith County Subdivision Regulations for the Oak View Park Subdivision from Benchmark Design Group.

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

HUMAN RESOURCES

9. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve a budget transfer from the Animal Control Officer salary lag to the Animal Shelter part time fund.

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

10. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to reclassify the existing Animal Control Officer Position to Animal Control Dispatcher in the FY26 Salary Plan.

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

PURCHASING

11. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to authorize the Purchasing Director to advertise, solicit, and receive sealed bids for RFP # 17-26 with Amendments 1, 2, and 4 for an Independent Auditing Services-Road Bond Expenditures and Compliance.

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

Amendment #1

1. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to amend the Scope of Services within the Scope of Audit Procedures subsection C, Project Level Review, to read:

Verify that required project documentation is present, organized, and maintained in accordance with applicable standards, including but not limited to inspection records, material test reports and certifications, contractor daily reports, and other construction administration files necessary to demonstrate compliance with project specifications, contract requirements, and applicable TxDOT recordkeeping expectations.

Passed 4-1; Abstain: (None); Absent: (None); Oppose: (1 Commissioner John Moore – Precinct 2).

Amendment #2

2. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to amend the section 4 Work Proposal and Approach; subsection B, Methodology and Tools, to read as follows:

Many project records, including contracts, inspections, and supporting documents, remain in paper form at the Road and Bridge Department and are not fully digitized.

Will your audit team be able to conduct on-site reviews of these records to ensure a complete and accurate audit?

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

Amendment #3

3. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to amend the Scope of Services section 3; Firm Overview and add a new bullet point that reads as follows: Disclose any political contributions made by the firm, firm owners, officers, directors, or any individual that will be assigned to this project to any candidate for Smith County elected office within the past 5 years.

Motion Rejected 2-3; Abstain: (None); Absent: (None); Oppose:

(Commissioner Ralph Caraway, Sr. – Precinct 4, Commissioner John Moore – Precinct 2, and County Judge Neal Franklin).

Amendment #4

4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to amend the Scope of Work document under section 8, Firm Service Philosophy, to include the following language:

Does your Firm have any Forensic & Compliance Audit experience?

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

RECURRING BUSINESS

COMMISSIONERS COURT

12. Receive monthly reports from Smith County departments.

No Action Necessary.

ROAD AND BRIDGE

13. Receive pipe and/or utility line installation request (notice only) for County Road 2299, Jackson Water Supply, install water line for service, Precinct 2.

No Action Necessary.

14. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the Final Plat for the Oak View Park Unit No. 1 Subdivision, Precinct 4.

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

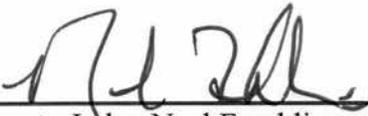
AUDITOR'S OFFICE

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

ADJOURN: 10:45AM

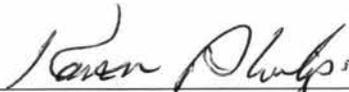
Meeting adjourned by County Judge Neal Franklin.

Date: 3/3/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for February 10, 2026.


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

3-3-26
Date





7-26
**COMMISSIONERS COURT
MINUTES
February 24, 2026**

On Tuesday, February 24, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

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

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

Dalila Reynoso #5, Bob Brewer #15

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a resolution proclaiming February 25, 2026, as "Judge Quincy Beavers Jr. Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

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

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a donation from the Twelfth Court of Appeals in the amount of \$45,159.00 for upgraded office carpeting.
Passed 5-0; Abstain: (None); Absent: (None).
4. Receive presentation from Hoar Construction and there was a motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a contract change order with Hoar Construction to reduce the Guaranteed Maximum Price (GMP) for the Courthouse Bond Project by \$79,748.00 and extend the completion date by 9 working days due to weather delays and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

5. Receive annual Sequential Intercept Model (SIM) update from the Andrews Center.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Animal Shelter Development and Infrastructure Upgrades project utilizing ARPA funds and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
7. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to authorize the Purchasing Department to advertise, solicit, and receive competitive sealed proposals for RFP #21-26 Smith County Animal Shelter Development and Infrastructure Upgrades.
Passed 5-0; Abstain: (None); Absent: (None).
8. Receive the 2025 Racial Profiling Report and Exemption in accordance with Texas Code of Criminal Procedure, Chapter 2B for the following Smith County Law Enforcement Agencies:
 - a. Smith County Constable Precinct 1,
 - b. Smith County Constable Precinct 2,
 - c. Smith County Constable Precinct 3,
 - d. Smith County Constable Precinct 4,
 - e. Smith County Constable Precinct 5,
 - f. Smith County Fire Marshal's Office,
 - g. Smith County Sheriff's Office, and
 - h. Smith County Criminal District Attorney's Office.*No Action Necessary.*

9. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a lease agreement between Smith County and Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing for four FCIC vehicles and authorize the county judge to sign all necessary documentation.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the submission of a grant application for the Texas Anti-Gang Center for the year 2027 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

114TH DISTRICT COURT

11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a Smith County Indigent Defense Agreement with John Dalton Griffin, in the amount of \$80,000.00, effective February 3, 2026, for the 8-month term of the contract and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

PURCHASING

12. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve Purchasing Policy updates.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve the 3rd Party Data Access Agreement between the Lindale Volunteer Fire Department and Smith County to provide Spillman Hosting Services and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

ELECTION'S OFFICE

14. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve a Facility Use Agreement between Smith County and Tyler Junior College for the May 2, 2026, election, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

15. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the May 2, 2026, Election and authorize the county judge to sign all related documentation:

- a. City of Tyler, and
- b. Tyler Junior College.

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

ROAD AND BRIDGE

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

- a. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award Striping Technology RB-15-26 Annual Contract for Roadway Striping,

Awarded to Striping Technology

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

- b. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to award Hamilton Supply RB-16-26 Annual Contract for Drainage Culverts.

Awarded to Hamilton Supply

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

- c. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award Texas Materials Group RB-19-26 Annual Contract for Asphaltic Materials.

Awarded to Texas Materials Group

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

AUDITOR'S OFFICE

17. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to modify the FY26 County Pay Scale to include Animal Control Dispatcher and authorize the county judge to sign all related documentation.

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

RECURRING BUSINESS

COUNTY CLERK

18. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the Commissioners Court minutes for January 2026.

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

19. Receive Commissioners Court recordings for January 2026.

No Action Necessary.

ROAD AND BRIDGE

20. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:

- a. Re-Plat for Blue Ridge Estates Phase Two, Lot 52, Precinct 1,
 - b. Final Plat for the Hamilton Subdivision, No. 2, Precinct 2,
 - c. Final Plat for Burkett Estates, Precinct 1, and
 - d. Final Plat for the Cole, Prewitt and Rudisill Addition Phase 2, Precinct 1.
- Passed 5-0; Abstain: (None); Absent: (None).*

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

- a. County Road 136, CenterPoint Energy, Precinct 1,
 - b. County Road 1298, Primoris, Precinct 1, and
 - c. County Road 1298, Primoris, Precinct 1.
- No Action Necessary.*

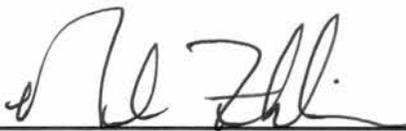
AUDITOR'S OFFICE

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

ADJOURN: 11:50AM

Meeting adjourned by County Judge Neal Franklin.

Date: 3/3/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for February 24, 2026.


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

3-3-26
Date



13

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

Submission Date: 3/9/2026	Submitted by: Jennafer Bell
Meeting Date: 3/17/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - February 2026	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court recordings for February 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/06/2026	Submitted by: KAREN NELSON
Meeting Date: 03/17/2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PLAT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Keith Copley Subdivision, Precinct 2	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Subdivision Name: Keith Copley Subdivision
 Adjacent Road: S.H. 64 and C.R. 299
 Developer: Keith Copley Phone: _____
 email: kcopley777@yahoo.com Fax: _____
 Surveyor: Stanger Surveying Phone: (903) 534-0174
 email: connor@stangercorp.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)		✓ 2-27-26 SB	
	Plat Fee	\$25	✓ \$100 2-27-26 SB	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter		✓ 2-27-26 SB,	
	Designated Rep. (Pledger) Clearance Letter	See notes below	✓ 2-27-26 S.B.	
	Tax Certificate		2-27-26 S.B.	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100	
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) – 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
05-23-2025
Reviewed By: Kim Wheeler, GIS Coordinator

Keith Copley Subdivision- SC 911 Addressing, no conflict,

19868 Hwy 64 E will remain with **Lot 3**

19854 Hwy 64 E will remain with **Lot 2**

Lot 1 will require a TXDOT permit for a driveway on Hwy 64 E OR Lot 1 can obtain an address on C R 299 within their road frontage according to their parcel boundary.

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

November 17, 2025

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

RE: Keith Copley Subdivision

Sir,

As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), **Conner Goode** has submitted an application to this office and is seeking approval of development planning materials for a new **subdivision development** for **3 lots** on a **3.006-acre tract** located at **19854 HWY 64 E Arp, Texas 75750** 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 **Conner Goode** and his consultant Mr. Thomas A Boeker an R.S. and have determined that the plan meets the requirements 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.

Robert Stanley
Robert Stanley
Designated Representative
Smith County

TAX CERTIFICATE FOR ACCOUNT : 100000009800024020

ADNUMBER: R000861

DATE: 2/27/2026

GFNUMBER:

FEE: \$10.00

CERTIFICATE NO: 15157084

PROPERTY DESCRIPTION

COLLECTING AGENCY

ABST A0098 H BROOKS TRACT 24B
TR 24B

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

0019854 HWY 64
3.235 ACRES

REQUESTED BY

PROPERTY OWNER

STANGER SURVEYING

COPLEY KEITH & REBECCA

1595 E GRANDE BLVD
TYLER TX 75703

3746 WINDINGWAY
TYLER TX 75707

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.

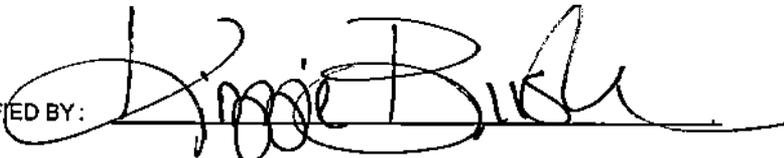
THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	68,175	IMPROVEMENT:	154,299
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	222,474	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

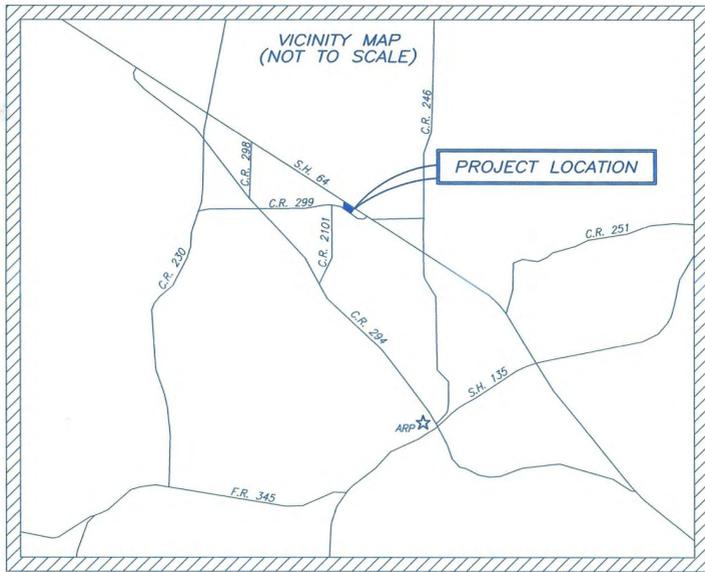
YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	ARP I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH CO EMER SERV#2	0.00	0.00	0.00	0.00	0.00	0.00
2025	SMITH COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2025 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 2/2026 : \$ 0.00

ISSUED TO: STANGER SURVEYING
ACCOUNT NUMBER: 100000009800024020

CERTIFIED BY:  SMITH COUNTY



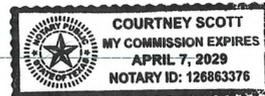


I, KEITH COPLEY, AM THE OWNER OF THE TRACT OF LAND SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVISION INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS, AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

BY: Keith Copley
KEITH COPLEY

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR Smith COUNTY, TEXAS, THIS THE 24th DAY OF February, 2026

Courtney Scott
NOTARY PUBLIC, STATE OF TEXAS



I, R. S. NEALLY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THIS PLAT TO REFLECT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING THE MONTH OF MAY, 2025

GIVEN UNDER MY HAND AND SEAL, THIS THE 9TH DAY OF FEBRUARY, 2026

R.S. Neally
R. S. NEALLY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5385
TBPELS FIRM NO. 10025700



APPROVED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS

THIS THE _____ DAY OF _____, 2026

COUNTY JUDGE _____

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR _____ COUNTY, TEXAS, THIS THE _____ DAY OF _____, 2026.

NOTARY PUBLIC, STATE OF TEXAS

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

THIS THE _____ DAY OF _____, 2026

DRAFT

CALL: 2.947 AC.
MARVIS MARIE LANHAM
INST. NO. 202401001042

CALL: 3.235 AC.
JOHN E. PATTON ET UX
TO
KEITH COPLEY & REBECCA COPLEY
JUNE 30, 2005
INST. NO. 20050100032224

RES. CALL: 66.2814 AC.
SAM L. PARKER TRUST
INST. NO. 20100100058524
(REF. 3314/570)

CALL: 9.651 AC.
(TRACT TWO)
ANN PARKER RUSSELL TRUST
INST. NO. 20100100058525
(REF. 2241/713)

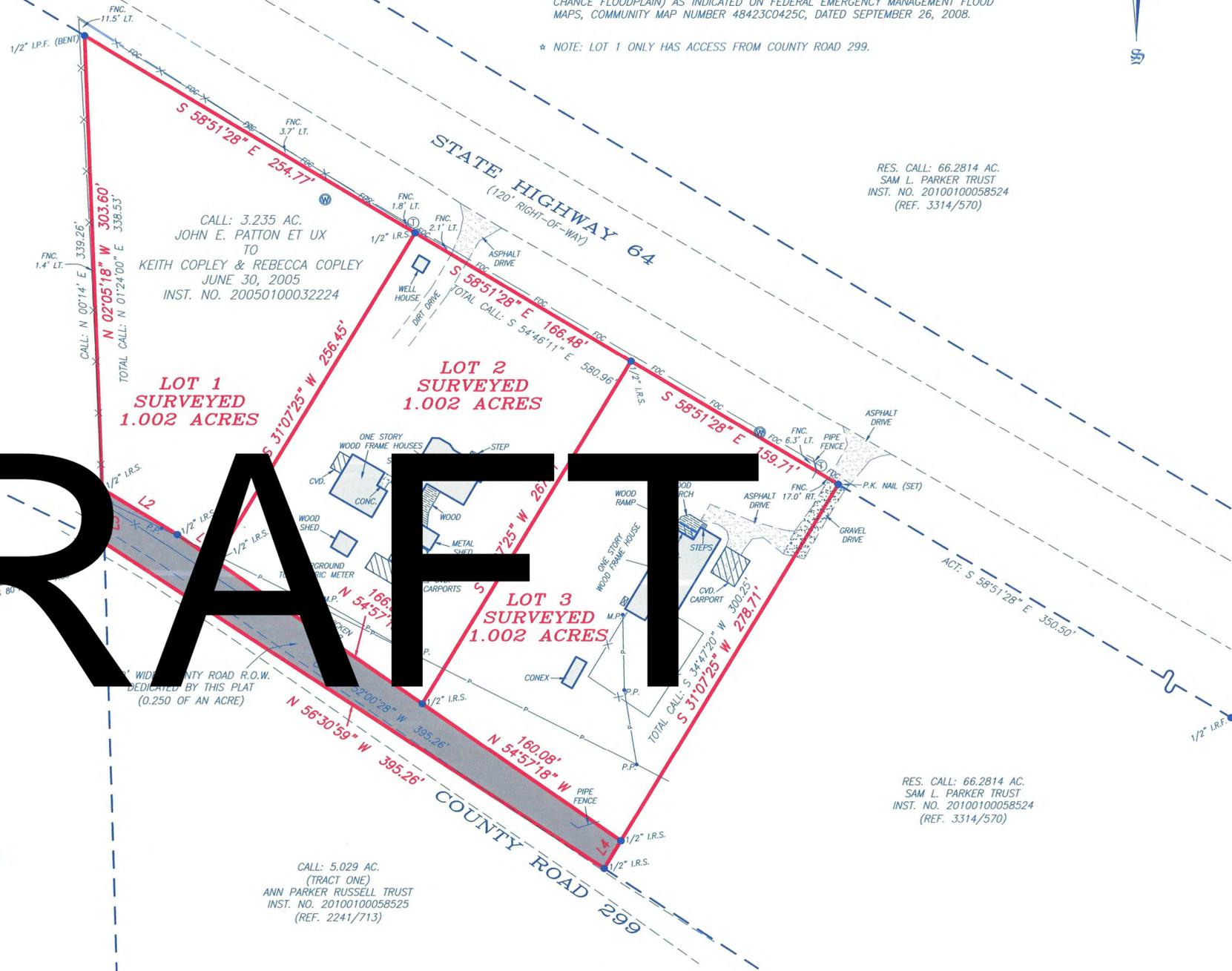
CALL: 5.029 AC.
(TRACT ONE)
ANN PARKER RUSSELL TRUST
INST. NO. 20100100058525
(REF. 2241/713)

HENRY BROOKS
A-98

PLAT OF SURVEY
SHOWING
KEITH COPLEY SUBDIVISION
HENRY BROOKS SURVEY, A-98
SMITH COUNTY, TEXAS
SCALE: 1" = 60'



- * NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- * NOTE: BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (N.A.D. 83), AS DERIVED FROM GPS OBSERVATIONS USING THE HxGN SMARTNET NORTH AMERICAN RTK NETWORK.
- * NOTE: BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY APPEARS TO BE WITHIN THE FLOOD ZONE X, OTHER AREAS, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED ON FEDERAL EMERGENCY MANAGEMENT MAPS, COMMUNITY MAP NUMBER 48423C0425C, DATED SEPTEMBER 26, 2008.
- * NOTE: LOT 1 ONLY HAS ACCESS FROM COUNTY ROAD 299.



CORNER LEGEND		
I.R.F.	=	IRON ROD (FOUND)
I.P.F.	=	IRON PIPE (FOUND)
I.R.S.	=	IRON ROD (SET WITH CAP MARKED "STANGER")
LEGEND		
	=	BOUNDARY LINE
	=	ADJOINER LINE
	=	WIRE FENCE
	=	PIPE FENCE
	=	CHAIN LINK FENCE
	=	POWERLINE
	=	FIBER OPTICS (APPROX.)
	=	TELEPHONE PEDESTAL
	=	WATER METER
	=	ELECTRIC METER
	=	AIR CONDITIONER
	=	POWER POLE
	=	METER POLE

LINE	BEARING	DISTANCE
L1	N 54°57'18" W	30.28'
L2	N 58°25'27" W	58.26'
L3	N 02°05'18" W	36.04'
L4	S 31°07'25" W	21.54'

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 E. Grande Blvd.
Tyler, Texas 75703
(903) 534-0174

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STANGER SURVEYING TYLER LLC
TYLER, TEXAS

15

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/06/2026	Submitted by: KAREN NELSON
Meeting Date: 03/17/2026	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permits	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 1332, Pike Electric West, replace existing line, Precinct 1, b. County Road 210, Delek Logistics, road bore, Precinct 2 and 3, c. County Road 213, Delek Logistics, road bore, Precinct 3, d. County Road 246, Delek Logistics, road bore, Precinct 2; and e. County Road 411, 472, 433, 4140, Metronet, install fiber optic cable, Precinct 3	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT**
Smith County Road & Bridge Department
135 SSE Loop 323
Tyler, Texas 75702

1. Applicant: Delek Logistics Date: 3/2/2026
Company Name (if different): _____ Phone: 903-738-7197
Address: 5850 Granite Parkway #450 Fax: _____
Plano, Tx. Zip: 75024
24/7 Contact Name: Josh Childress Phone: 903-738-7197
Contractor: Hardrock Infrastructure Phone: 210-403-2086
Bonding Company: Edgewood Partners Insurance Phone: Brandy.johnson@epicbrokers.com
2. Franchise Holder: Delek US Holdings Phone: _____
3. Franchise Contact: Michael Odigie Phone: Michal.odigie@delekus.com
4. Location (if applicable, length of installation in feet): County Road 210 GPS 32.336218 -95.209937
216.6' HDD bore crossing CR 210

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: Warning signs on sides of roadway. Equipment and replacement pipe will be outside of county ROW.

7. Proposed start date: 3/16/2026 Completion date: 4/16/2026

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.)

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: Delek Logistics Date: 3/2/2026
Company Name (if different): _____ Phone: 903-738-7197
Address: 5850 Granite Parkway #450 Fax: _____
Plano, Tx. Zip: 75024
24/7 Contact Name: Josh Childress Phone: 903-738-7197
Contractor: Hardrock Infrastructure Phone: 210-403-2086
Bonding Company: Edgewood Partners Insurance Phone: Brandy.johnson@epicbrokers.com
2. Franchise Holder: Delek US Holdings Phone: _____
3. Franchise Contact: Michael Odigie Phone: Michael.odigie@delekus.com
4. Location (if applicable, length of installation in feet): CR 213 GPS 32.330379 -95.197990
223' HDD bore crossing CR 213
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:
Warning signs on sides of road. Equipment and replacement pipewill be outside of County ROW

7. Proposed start date: 3/16/2026 Completion date: 4/16/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, herby, 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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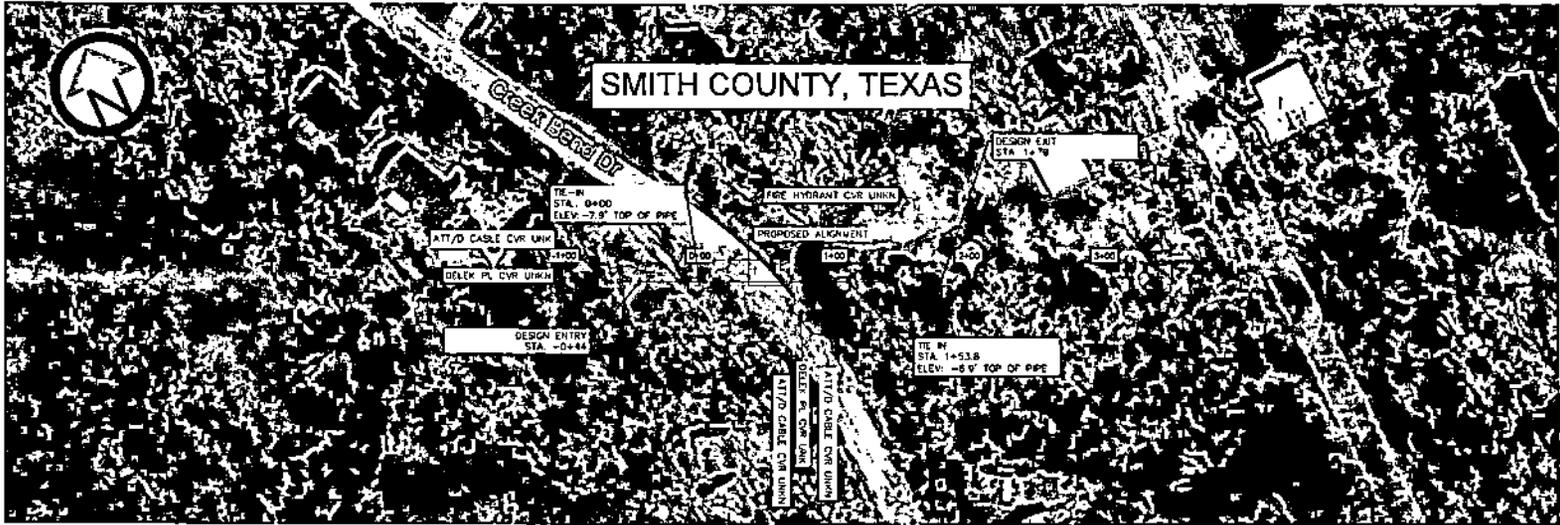
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between 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 instillation 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 it 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.

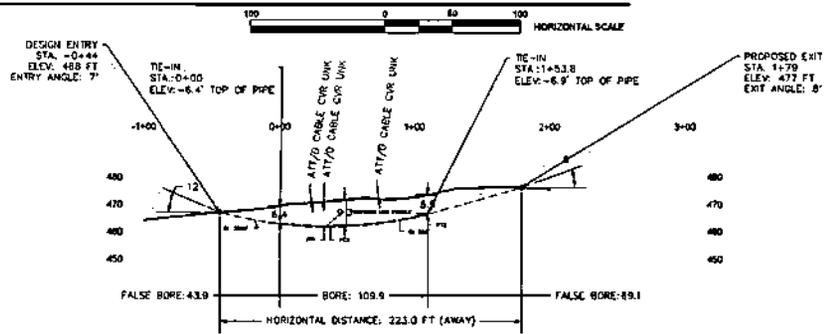
Applicants Signature: Josh Childress Date: 3/2/2026

Approved: Austin Brz
Smith County Road Administrator/Engineer



PLAN

CREEK BEND DR



PROFILE

CREEK BEND DR

PROPOSED PROFILE

	HARDROCK INFRASTRUCTURE 8610 BROADWAY ST, SUITE 320 SAN ANTONIO, TX 78217	REFERENCE DRAWING 225 I&D 001 225 I&D 001	PROJECT INFO 225 I&D 001 225 I&D 001	# 1	REVISION 1 PROPOSED PROFILE	BY J.C.	CHK J.C.	DATE 8/18/20	DRILL DATA ENTRY Ø P 48"	STATION -0+44 468'	ELEV. (FT) 468'	GENERAL NOTES 1. THE DRAWING AND PROPOSED BORE LOCATIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION OF THE BORE. 2. THE PROPOSED BORE IS TO BE DRILLED AND CEMENTED IN PLACE. 3. THE PROPOSED BORE IS TO BE DRILLED AND CEMENTED IN PLACE. 4. THE PROPOSED BORE IS TO BE DRILLED AND CEMENTED IN PLACE. 5. THE PROPOSED BORE IS TO BE DRILLED AND CEMENTED IN PLACE.	LEGEND EXISTING PIPE PROPOSED PIPE PROPOSED BORE PROPOSED TIE-IN
	DRAWING INFO DESIGNED BY: J.C. DRAWN BY: J.C. APPROVED BY: J.C.	PIPE SPECS 48" Ø 12" WALL THICKNESS 150' LENGTH	DRILL DATA ENTRY Ø P 48"	STATION 0+00 468'	ELEV. (FT) 468'								
	CREEK BEND DR CROSSING	JOB NUMBER	DRILL DATA ENTRY Ø P 48"	STATION 1+38 477'	ELEV. (FT) 477'								
	DRILL DATA ENTRY Ø P 48"	STATION 1+38 477'	ELEV. (FT) 477'										

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: Delek Logistics Date: 3/2/2026
Company Name (if different): _____ Phone: _____
Address: 5850 Granite Parkway #450 Fax: 75024
Plano, Tx. Zip: _____
24/7 Contact Name: Josh Childress Phone: 903-738-7197
Contractor: Hardrock Infrastructure Phone: 210-403-2086
Bonding Company: Edgewood Partners Insurance Phone: Brandy.johnson@epicbrokers.com
2. Franchise Holder: Delek US Holdings Phone: _____
3. Franchise Contact: Michael Odigie Phone: Michael.odigie@delekus.com
4. Location (if applicable, length of installation in feet): CR 246 GPS 32.255790 -95.061511
303.9' HDD bore crossing CR 246

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: Warning signs on sides of roadway. Equipment and replacement pipe will be outside of county ROW.

7. Proposed start date: 3/16/2026 Completion date: 4/16/2026

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.

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3. Lines crossing under surfaced roads and under surfaced cross roads within 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.)

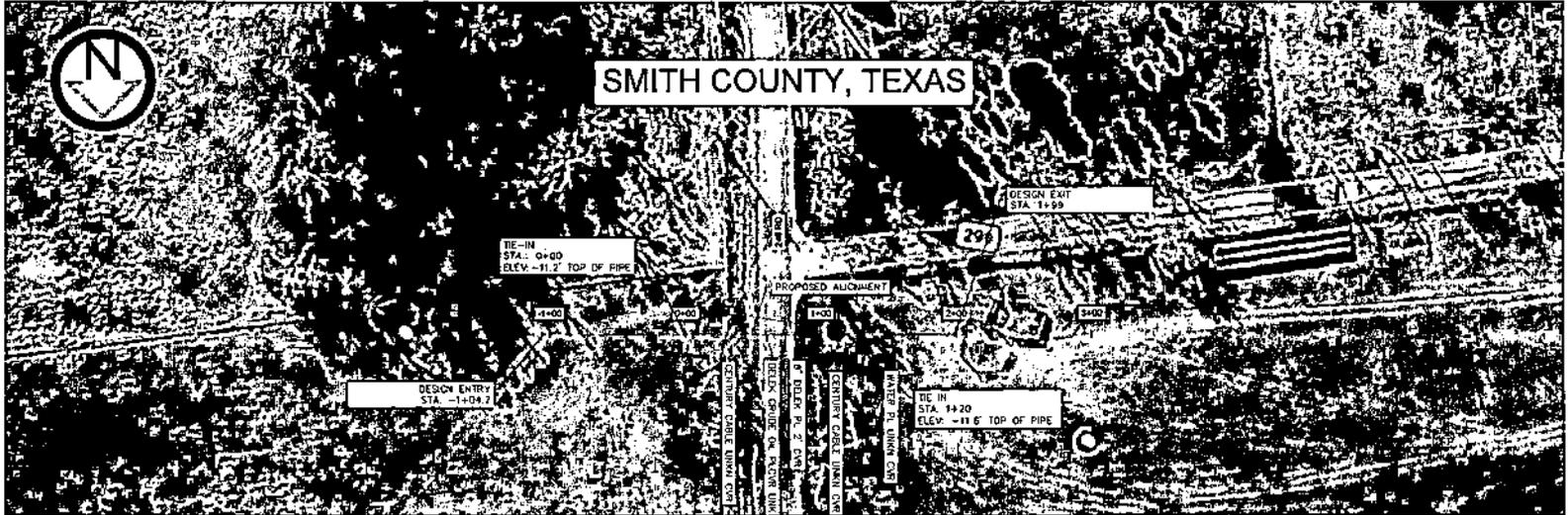
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between 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 X 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.

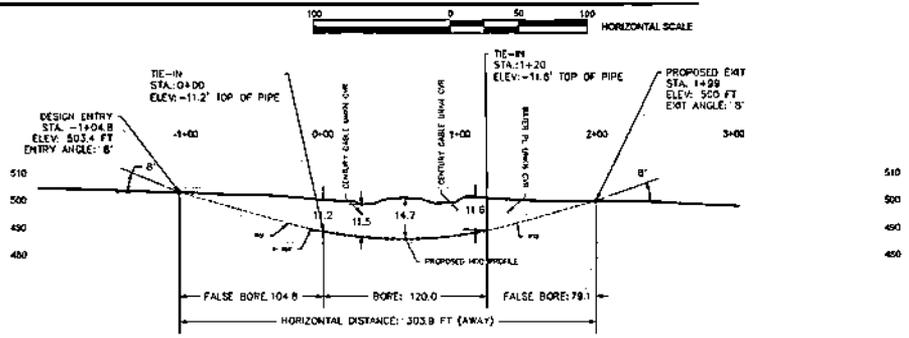
Applicants Signature: Josh Childress Date: 3/2/2026

Approved: AMW
Smith County Road Administrator/Engineer



PLAN

CROSSING NAME



PROFILE

CROSSING NAME



PROPOSED PROFILE

	HARDROCK INFRASTRUCTURE 8610 BROADWAY ST. SUITE 320 SAN ANTONIO, TX 78217	REFERENCE DRAWING DELEN.DWG DELEN	PROJECT INFO DELEN DELEN	# 1 REVISION PROPOSED PROFILE J.C. SMITH 2/22/15	BY J.C. SMITH CHK J.C. SMITH DATE 2/22/15	DRAWING INFO DESIGNED BY: TAE CHECKED BY: TAE APPROVED BY: SM	PIPE SPECS 6" 150 LB 150 LB 150 LB 150 LB	DRAWING DATA STATION ELEV. (FT) 1+04 505.4 1+20 505.4 1+99 505.4	GENERAL NOTES 1. THIS DRAWING IS THE PROPERTY OF HARDROCK INFRASTRUCTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SHALL BE RETURNED TO HARDROCK INFRASTRUCTURE UPON COMPLETION OF THE PROJECT. 2. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	LEGEND PROPOSED PROFILE EXISTING PROFILE PROPOSED ALIGNMENT PROPOSED PAVEMENT
	DELEN 6" PIPELINE COUNTY RD 248 000	PIPE SPECS 6" 150 LB 150 LB 150 LB 150 LB	DRAWING DATA STATION ELEV. (FT) 1+04 505.4 1+20 505.4 1+99 505.4	GENERAL NOTES 1. THIS DRAWING IS THE PROPERTY OF HARDROCK INFRASTRUCTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SHALL BE RETURNED TO HARDROCK INFRASTRUCTURE UPON COMPLETION OF THE PROJECT. 2. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	LEGEND PROPOSED PROFILE EXISTING PROFILE PROPOSED ALIGNMENT PROPOSED PAVEMENT					
	DELEN 6" PIPELINE COUNTY RD 248 000	PIPE SPECS 6" 150 LB 150 LB 150 LB 150 LB	DRAWING DATA STATION ELEV. (FT) 1+04 505.4 1+20 505.4 1+99 505.4	GENERAL NOTES 1. THIS DRAWING IS THE PROPERTY OF HARDROCK INFRASTRUCTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SHALL BE RETURNED TO HARDROCK INFRASTRUCTURE UPON COMPLETION OF THE PROJECT. 2. ALL DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.	LEGEND PROPOSED PROFILE EXISTING PROFILE PROPOSED ALIGNMENT PROPOSED PAVEMENT					

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: 812-215-1111
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 411, CR 472, CR 433, CR 4140. Please see attached plans and details. (TXLN002)

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. (TXLN002)

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

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.

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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 Shultz

Date: 1-13-26

Approved: _____

Austin B...

Smith County Road Administrator/Engineer

**APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
135 SSE Loop 323
Tyler, Texas 75702**

1. Applicant: <u>Angel Contreras</u>	Date: <u>12/11/2025</u>
Company Name (if different): <u>Pike Electric West</u>	Phone: <u>682-444-6192</u>
Address: <u>777 Main St Suite 675</u>	Fax: _____
	Zip: <u>76102</u>
24/7 Contact Name: <u>Angel Contreras</u>	Phone: <u>682-444-6192</u>
Contractor: <u>Pike Electric West</u>	Phone: _____
Bonding Company: <u>Pike Electric West</u>	Phone: _____
2. Franchise Holder: <u>Oncor</u>	Phone: _____
3. Franchise Contact: <u>Chris Berry</u>	Phone: <u>940-372-0273</u>
4. Location (if applicable, length of installation in feet): <u>19510 CR 1332 822Ft</u>	

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

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

7. Proposed start date: 1/16/2026 **Completion date:** 3/30/2026

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.

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- 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: Angel Contreras Date: 12/12/2025

Approved: 
Smith County Road Administrator/Engineer



Author: Jonathan Gonzalez Project: WO 30917625

Comments:

Pg. 1

Work is for Pike Electric.

Contact is Angel Contreras.

Work is TBD.

All Signs & Devices will comply with TxDot & TMUTCO Standards

PLAN NOT TO SCALE



Pole Spacing ft	Formula	Minimum Pole Offsets ft		Minimum Cross Arm Lengths ft		Suggested Minimum Spacing of Cross-Arming Devices ft		Minimum Stop Spacing ft	Suggested Minimum Stop Spacing ft	Stopping Distance ft
		1st Offset	2nd Offset	1st Cross Arm	2nd Cross Arm	1st Device	2nd Device			
30	L=30	150	165	180	30	60	120	90	200	
35	L=35	205	225	245	35	70	140	120	250	
40	L=40	265	285	320	40	80	160	155	305	
45	L=45	320	345	380	45	90	180	195	360	
50	L=50	400	425	460	50	100	200	240	425	
55	L=55	450	480	520	55	110	220	285	495	
60	L=60	500	530	580	60	120	240	350	570	
65	L=65	550	585	640	65	130	260	410	645	
70	L=70	600	640	700	70	140	280	475	730	
75	L=75	650	695	760	75	150	300	540	820	

16

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

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

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

SUBMIT

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Agenda Item # _____



Smith County

Fund 45 – Facility Improvement Fund

FY26 Budget

DEPARTMENT: Fund 45 – Facility Improvement Fund

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FROM:

Account Name	Account Number	Amount
CONTINGENCY	45.409.4400.499	\$203,686.00
	Total	\$203,686.00

TO:

Account Name	Account Number	Amount
ANNEX-EXT WTRPROOF/LEAK RPR	45.409.4400.455	\$203,686.00
	Total	\$203,686.00

BRIEF EXPLANATION FOR REQUEST:

To set up budget for Annex – Exterior Waterproofing and Leak Repair

Approved by Commissioners Court:

Date: March 17, 2026

Budget Setup:

Date: March 10, 2026

Neal Franklin, Smith County Judge

Jana Teague

Jana Teague, County Auditors Office

Expenditure Guideline
 FOR THE PERIOD(S) OCT 01, 2025 THROUGH SEP 30, 2026

	ANNUAL REVISED BUDGET	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	
45 FACILITY IMPROVEMENT FUND							
409 GENERAL OPERATIONS							
4400 OPERATING EXPENSES							
453 FACILITY REPAIRS - COTTONBLT	0.00	0.00	0.00	0.00	0.00	0	
455 ANNEX-EXT WTRPROOF/LEAK RPR	0.00	0.00	0.00	0.00	0.00	0	
499 CONTINGENCY	2,863,771.00	0.00	0.00	0.00	2,863,771.00	0	
TOTAL: OPERATING EXPENSES	2,863,771.00	0.00	0.00	0.00	2,863,771.00	0	
4500 CONTRACT AGREEMENTS							
519 LEASE AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0	
TOTAL: CONTRACT AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0	
4600 OTHER SERVICES & CHARGES							
619 PROFESSIONAL FEES	9,018.28	7,443.28	0.00	1,575.00	0.00	100	-----
TOTAL: OTHER SERVICES & CHARGES	9,018.28	7,443.28	0.00	1,575.00	0.00	100	-----
4800 CAPITAL EXPENDITURES							
821 IT-WIRELESS ACCESS PNT REPLA	108,256.00	108,255.47	0.00	0.00	0.53	99	-----
860 SO DISPATCH CONSOLE PROJECT	994,248.00	994,248.00	0.00	0.00	0.00	100	-----
873 R&B FACILITY	0.00	0.00	0.00	0.00	0.00	0	
880 IT-PERIPHERAL REPLACEMENTS	359,485.00	322,990.00	0.00	36,068.26	426.74	99	-----
881 IT-EOC SERVER/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0	
882 IT-SWITCH ENH/REPLACEMENTS	137,240.00	66,322.08	0.00	70,917.20	0.72	99	-----
898 REAL ESTATE PURCHASE	0.00	0.00	0.00	0.00	0.00	0	
TOTAL: CAPITAL EXPENDITURES	1,599,229.00	1,491,815.55	0.00	106,985.46	427.99	99	-----
4900 CAPITAL IMPROVEMENTS							
820 SCSO WATCHGUARD CLOUD MOVE	194,000.00	193,952.40	0.00	0.00	47.60	99	-----
836 BUILDING IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0	
859 COURTHOUSE RENOVATIONS	0.00	0.00	0.00	0.00	0.00	0	
860 EQUIP-FINANCIAL SYSTEM	2,000,000.00	460,971.00	0.00	179,242.00	1,359,787.00	32	---
862 ANNEX RENOVATIONS	0.00	0.00	0.00	0.00	0.00	0	
866 PARKING LOT IMPROVEMENTS	25,000.00	0.00	0.00	0.00	25,000.00	0	
867 JAIL RENOVATIONS	1,659,098.00	91,644.95	0.00	567,453.05	1,000,000.00	39	---
868 COTTONBELT RENOVATIONS	0.00	0.00	0.00	0.00	0.00	0	
TOTAL: CAPITAL IMPROVEMENTS	3,878,098.00	746,568.35	0.00	746,695.05	2,384,834.60	38	---
5000 INTER-BUDGET TRANSFERS							
945 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0	
948 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0	
994 TRANSFER TO JAC MAINTENANCE	50,000.00	0.00	0.00	0.00	50,000.00	0	
TOTAL: INTER-BUDGET TRANSFERS	50,000.00	0.00	0.00	0.00	50,000.00	0	
TOTAL: GENERAL OPERATIONS	8,400,116.28	2,245,827.18	0.00	855,255.51	5,299,033.59	36	---
TOTAL: FACILITY IMPROVEMENT FUND	8,400,116.28	2,245,827.18	0.00	855,255.51	5,299,033.59	36	---

17

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/10/2026	Submitted by: Jennafer Bell
Meeting Date: 03/17/2026	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session SECTION 551.071 CONSULTATION WITH ATTORNEY	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation with attorney regarding contractual compliance and claims submitted under the Smith County Health Plan.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

18

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 03/03/2026	Submitted by: Insurance Committee
Meeting Date: 03/17/2026	Department: Insurance Committee
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Permission to issue RFP	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed proposals for RFP 18-26 Third Party Administrator (TPA), and all necessary and ancillary services for the Smith County Employee Health Plan, or authorize any other procurement method available for the Smith County Employee Health Plan.	
Background: A request to issue an RFP for Third Party Administrator (TPA) was made December 30th, however, the insurance committee has since decided to explore the option of including additional services in the bid, including but not limited to the following services: Third Party Administrator (TPA), Network Provider, Pharmacy Benefit Management Services, Specific and Aggregate Reinsurance, Transplant Carveout, and Fully Insured/ASO Dental Services or explore other procurement methods for Employee Health Services.	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:

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