

COMMISSIONERS COURT AGENDA
Tuesday, April 7, 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, April 7, 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:

RESOLUTIONS

1. Consider and take necessary action to adopt a resolution proclaiming April 5-11, 2026, as "National Public Health Week" in Smith County.
2. Consider and take necessary action to adopt a resolution proclaiming April 2026, as "Sexual Assault Awareness Month" in Smith County.

COURT ORDERS

CONSTABLE PCT 5

3. Consider and take necessary action to approve an order authorizing the sale/trade of County (Precinct 5 Constable) owned surplus firearms to Sentinel Supply, a Federal Firearms Licensee, and authorize the county judge to sign all related documentation.

PURCHASING

4. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
 - a. RB-27-26 Pavement Preservation Program,
 - b. RB-28-26 Road Improvements to CR 42 (SH 110 to FM 724), and
 - c. RB-29-26 Road Improvements to CR 178 (CR 192 to CR 168) & CR 167.

321ST DISTRICT COURT

5. Consider and take necessary action to approve a Smith County Indigent Defense Agreement for the 321st District Court with Jeremy Coe and authorize the county judge to sign all related documentation.

SHERIFF'S OFFICE

6. Consider and take necessary action to approve an interlocal agreement between the City of Dallas and the Smith County Sheriff's Office regarding the North Texas (Dallas) Internet Crimes Against Children Task Force and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

ROAD AND BRIDGE

7. Consider and take necessary action to authorize the county judge to sign the final plat for the Old Kilgore Addition, Precinct 3.
8. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 149, CenterPoint Energy, install gas line for service, Precinct 1, and
 - b. County Road 383, Oncor Energy, LLC, install new poles and line, Precinct 3.

AUDITOR'S OFFICE

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

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

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR

DISABLED PERSONS This meeting site is accessible to disabled persons as follows: Entrance to the Courthouse Annex is accessible through the front entrance on the south side of the Courthouse Annex located at 200 E. Ferguson. A wheelchair ramp provides access to the front entrance. The Commissioners Courtroom is on the first floor. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact Commissioners Court staff at 903-590-4605, in advance, so accommodations can be arranged.

Date: 3/31/2026

Time: 4:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 2/4/2026	Submitted by: Jennafer Bell
Meeting Date: 4/7/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: National Public Health Week	
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 adopt a resolution proclaiming April 5-11, 2026, as "National Public Health Week" in Smith County.	
Background: Resolution request came through the website from Terrence Ates at Northeast Texas Public Health District.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: J Bell	Email: jbell2@smith-county.com
Name: C Murphy	Email: cmurphy@smith-county.com
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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, since the year 1900, the United States has achieved significant increases in life expectancy and reductions in the incidence of injury, disability and disease; and

WHEREAS, the Northeast Public Health District, also known as NET Health, promotes healthy living through community wellness, environmental health services, immunization and tuberculosis control, laboratory services, emergency preparedness, and WIC clinics throughout Smith County; and

WHEREAS, NET Health strives to promote good public health, protect against health hazards, and prevent diseases; thereby enabling every resident to realize his or her birthright of health and longevity; and

WHEREAS, NET Health highlights our partnerships with Smith County, City of Tyler, and all community organizations in support of the 2026 theme of National Public Health Week, "Ready, Set, Action!" ... in our local communities with our local businesses and with our local residents.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim April 5-11, 2026, as

“National Public Health Week ”

in Smith County and encourages all residents to live today so that you are planning to live a healthier future.

WITNESS OUR HANDS THIS 7th day of April A.D. 2026

Neal Franklin

County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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

Submission Date: 3/9/2026		Submitted by: Jennafer Bell	
Meeting Date: 4/7/2026		Department: Commissioners Court	
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration		<input type="checkbox"/> For Discussion/Report	
Title: Resolution: Sexual Assault Awareness Month			
Agenda Category: <input type="checkbox"/> Briefing Session <input type="checkbox"/> Recurring Business <input type="checkbox"/> Court Orders <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/> Executive Session			
Agenda Wording: Consider and take necessary action to adopt a resolution proclaiming April 2026, as "Sexual Assault Awareness Month" in Smith County.			
Background: Resolution request came through email from Jeremy Flowers, Director of Coordinated Community Response at East Texas Crisis Center.			
Financial and Operational Impact: NA			
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Return Signed Documents to the following:			
Name: J Bell		Email: jbell2@smith-county.com	
Name: C Murphy		Email: cmurphy@smith-county.com	
Name:		Email:	
Name:		Email:	

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

SUBMIT

Office Use Only
Agenda Item # _____



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, each year, the month of April is dedicated to raising awareness regarding the prevalence and impact of sexual violence, which is widespread and affects every member of Smith County. During 2025, the East Texas Crisis Center provided services to 250 survivors of sexual violence in Smith County; and

WHEREAS, as citizens of Smith County, we recognize that to prevent sexual violence at its roots, we must strive to build a respectful, inclusive and equitable community to promote our collective wellbeing and address risk factors of sexual violence; and

WHEREAS, the East Texas Crisis Center encourages each member of Smith County to work together to increase awareness, challenge harmful narratives that blame survivors and use their voice to speak up against sexual violence; and

WHEREAS, during this month of Sexual Assault Awareness, we recommit ourselves to compassionate understanding, holding perpetrators accountable and to standing in solidarity with every survivor of sexual assault no matter their race, sex or religion.

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

“Sexual Assault Awareness Month”

in Smith County and encourages all residents to support the East Texas Crisis Center and to support and help survivors of sexual assault today and throughout the year.

WITNESS OUR HANDS THIS 7th day of April A.D. 2026

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by:
Meeting Date: 04/07/2026	Department: Pct. 5 Constable
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Surplus Firearms trade in/Credit	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an order authorizing the sale/trade of County (Precinct 5 Constable) owned surplus firearms to Sentinel Supply a Federal Firearms Licensee and authorize the county judge to sign all related documentation.	
Background: Constable Pct. 5 has approximately 88 firearms of varying make, model, and caliber. A vast majority of these firearms were awarded to the office by a Court or magistrate after final disposition of criminal cases. In order to properly dispose of the firearms, Pct. 5 Constable and Sentinel Supply have agreed to a credit, see attached spreadsheet. A property disposition Order will be included with this agenda documentation.	
Financial and Operational Impact: Total Credit amount - \$5,370.00	
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: Pct 5 Constable Wesley Hicks	Email: whicks@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

SENTINEL SUPPLIES

3200 North Freeway
Houston, TX 77009
713-936-1970

DATE:	7/21/2025
AGENCY NAME:	Smith CoCO Pct. 5
POINT OF CONTACT:	Constable Wesley Hicks
PHONE NUMBER:	Office 903-590-4901 Cell
EMAIL ADDRESS:	Wesley Hicks <WHicks@smith-county.com>

MAKE SURE FIREARMS ARE UNLOADED PRIOR TO DELIVERY OR SHIPPING

UNISS,
SEMI_ONLY
3RD BURST
GOOD, FAIR,
POOR, INOP

ITEM	MAKE	MODEL	CAL.	SERIAL #	TYPE	MAGAZINES	FIRE CONTROL	COND*	ACCESSORIES/AGE/NOTES	BID PRICE	Status
1	Remington	514	22LR						DESTRUCTION Illegal firearm	\$0.00	This firearm is non transfereable and is removed from the sale.
2	Mossberg	702	22LR		RIFLE	0	SEMI	Poor	Deep rust, no magazine	\$5.00	Scrap or parts
5	Norinko	SKS	7.62x39		RIFLE	0	SEMI	Fair	Missing mag, slight rust on barrel	\$100.00	
6	Marlin	15YN	22LR		RIFLE	0	BOLT ACTION	Poor	Pitting and rust on barrel and receiver, has a Simons scope and rings attached	\$25.00	Scrap or parts
7	Remington	522	22LR		RIFLE	0	SEMI	Poor	Magazine tube is damaged and rusted out, missing parts	\$5.00	Scrap or parts
8	Ruger	10 22	22LR		RIFLE	1	SEMI	Fair/Good	Pretty clean, has a cheap scope and rigns	\$40.00	
9	Norinko	SKS	7.62x39		RIFLE	1	SEMI	INOP	Rusted out barrel, not safe to shoot	\$5.00	Scrap or parts
10	New England Firearms		12ga		SHOTGUN	0	SINGLE		DESTRUCTION Illegal firearm	\$0.00	This firearm is non transfereable and is removed from the sale.
12	H&R	Mod 088	12ga		SHOTGUN	0	SINGLE	Fair	Rust and pitting on receiver and barrel, stock is in fair conditon	\$25.00	
13	Stevens	UNK	16ga		SHOTGUN	0	SINGLE	Poor	Deep pitting and rust on receiver, on barrel, and inside barrel	\$0.00	Scrap or parts
14	Marlin	Mod 60	22LR		RIFLE	1	SEMI	Good	Rifle is clean and servicable	\$75.00	
15	Stevens	9478	12ga		SHOTGUN	0	SINGLE	Poor	Rust and pitting on barrel and receiver, barrel was chopped with a haksaw to 19"	\$0.00	Scrap or parts
16	H. Koon	Snake Charmer	.410ga		SHOTGUN	0	SINGLE	Poor	Rust and pitting on barrel, cracked forearm pivot, stock is in poor conditon	\$10.00	Scrap or parts
17	FN FAB	FN Mauser	UNK		RIFLE	0	BOLT ACTION	INOP	Barrel is rusted out to the point where you can't identify make or caliber, sporterized FN Mauser	\$25.00	Scrap or parts
18	Arisaka	Type 99	7.7 JAP		RIFLE	0	BOLT ACTION	INOP	Barrel is rusted out, receiver is rusted out, stock is trashed.	\$0.00	Scrap or parts
19	Mossberg	146B	22LR		RIFLE	0	BOLT ACTION	Poor	no sights, barrel was chopped for homemade suppressor	\$0.00	Scrap or parts
20	Iver Johnson	M1 Carbine	.30 Carb		RIFLE	0	SEMI	Fair	Synthetic folder, no magazine, appears to be in functioning condition	\$300.00	
21	Winchester	Mod 94	30-30		RIFLE	0	LEVER	INOP	Receiver is rusted out with deep pitting, stock is broken at tang, barrel and magazine has deep rust	\$25.00	Scrap or parts
22	Marlin	336	30-30		RIFLE	0	LEVER	INOP	Deeply pitted and rusted out barrel and magazine	\$25.00	Scrap or parts
23	WASR	10	7.62x39		RIFLE	0	SEMI	Poor	Deeply pitted and rested barre and front sight post	\$50.00	Possible repair to barrel?
24	Unknown Zastava or Yugo?	SKS	7.62x39		RIFLE	1	SEMI	Fair/Good	Minor pitting on barrel and receiver. Make unknown	\$150.00	
25	Westfield	500	12ga		SHOTGUN	0	PUMP		DESTRUCTION Illegal firearm	\$0.00	This firearm is non transfereable and is removed from the sale.
26	Ruger	10 22	22LR		RIFLE	1	SEMI	INOP	No stock	\$25.00	
27	Norinko	SKS	7.62x39		RIFLE	1	SEMI	Good	Rifle is clean and servicable	\$200.00	
28	Springfield	Mod 511	12ga		SHOTGUN	0	DOUBLE	Poor	Deep pitting and rust on barrel, minor pitting and rust on monoblock, stock is fair	\$25.00	
29	Springfield	Mod 120	22LR		RIFLE	0	BOLT ACTION	Poor/Fair	Pitting and rust on barrel and receiver, stock is in fair condition	\$25.00	
30	Remington	550-1	22LR		RIFLE	0	BOLT ACTION	Poor	Deep pitting and rust on barrel, bluing rubbed off receiver, not the original stock	\$0.00	Parts or scrap
31	Stevens	Mod 62	22LR		RIFLE	0	SEMI	Poor/Fair	Some pitting and rust on barrel, missing magazine	\$15.00	
32	Winchester	Mod 37	.20ga		SHOTGUN	0	SINGLE	Fair	Barrel and receiver look decent, original finish on stock sanded off, missing orignal buttplate	\$25.00	
33	Enfield	No. 4 MK I	.303 Enf		RIFLE	1	BOLT ACTION	INOP	Can't read SN due to rust, deep pitting and rust on barrel and receiver, no proof marks on stock...???	\$75.00	Parts or scrap
34	Remington	Nylon 66	22LR		RIFLE	0	SEMI	Fair	Rifle appears to be servicable, some pitting and rust on barrel	\$50.00	Value adjusted
35	Remington	Targetmaster 41	22LR		RIFLE	0	BOLT ACTION	Fair	Some pitting and rust on barrel and action	\$20.00	
36	Hi-Point	995	9mm		RIFLE	0	SEMI	Fair	Missing magazine, has cheap scope and rigns	\$30.00	
37	Winchester	67	22LR		RIFLE	0	BOLT ACTION	Poor	Rusted out barrel	\$10.00	Parts or scrap
38	Remington	870	12ga		SHOTGUN	0	PUMP		DESTRUCTION Illegal firearm	\$0.00	This firearm is non transfereable and is removed from the sale.
39	Mossberg	500A	12ga		SHOTGUN	0	PUMP		DESTRUCTION Illegal firearm	\$0.00	This firearm is non transfereable and is removed from the sale.
40	H&R	88	12ga		SHOTGUN	0	SINGLE	Poor	Rusted out barrel with deep pitting, rusted monoblock	\$0.00	Parts or scrap
41	Savage	MK II	22LR		RIFLE	1	BOLT ACTION	Good	Clean rifle with magazine and cheap scope	\$50.00	
42	Wincheser	1300	12ga		SHOTGUN	0	PUMP	Fair	Some deep rust and pitting on	\$50.00	
43	Colt	SP1	223 Rem		RIFLE	1	SEMI	Good	Appears to be a good condition colt SP1	\$400.00	Value adjusted
44	Bushmaster	XM-15 E2S	223 556		RIFLE SBR	0	SEMI	Fair	Flat Top Receiver, Spray painted, w/carry handle	\$125.00	
45	Bushmaster	XM-15 E2S	223 556		RIFLE SBR	0	SEMI	Poor	Flat Top Receiver, no carry handle, no rear sight, a number of these are missing parts	\$100.00	
46	Bushmaster	XM-15 E2S	223 556		RIFLE SBR	0	SEMI	INOP	Flat Top Receiver, no carry handle, no rear sight, missing parts	\$75.00	
47	Bushmaster	XM-15 E2S	223 556		RIFLE SBR	0	SEMI	Fair	Flat Top Receiver, no carry handle, no rear sight	\$100.00	
48	Bushmaster	XM-15 E2S	223 556		RIFLE SBR	0	SEMI	Fair	Flat Top Receiver,w/ carry handle	\$150.00	
49	Bushmaster	XM-15 E2S	223 556		RIFLE SBR	0	SEMI	Fair	Flat Top Receiver,w/ carry handle	\$150.00	

50	Bushmaster	XM-15 E2S	223 556	RIFLE SBR	0	SEMI	Fair	Flat Top Receiver, no carry handle, no rear sight, MLOK Forearm	\$125.00	
51	IWI	Uzi	9mm	RIFLE SBR	4	SEMI	Good	NOT TRANSFERABLE	\$0.00	This firearm is non transfereable and is removed from the sale.
52	Turner Kirkland	Brass Boxlock	.41 cal	PISTOL	0	PERCUSSION	Fair	Turner Kirkland Italian import or reproduction boxlock	\$100.00	
53	Colt	1911 Commander	.45 ACP	PISTOL	1	SEMI	Fair	Hogue grips, fixed sights, blueing is in fair conditon, some aftermarket parts	\$250.00	
54	S&W	SW40VE	.40 S&W	PISTOL	2	SEMI	Fair		\$25.00	
55	Ruger	P95DC	9mm	PISTOL	1	SEMI	Fair		\$35.00	
56	S&W	Mod 57	.41 Mag	REVOLVER	0	REVOLVER	Fair	Pitting on frame, deep scratched and gouges to barrel	\$275.00	
58	Ruger	Single Six	22LR	REVOLVER	0	REVOLVER	Good	Clean pistol, nazi swastica carved in the grips!	\$100.00	Value adjusted
59	Llama	MiniMax	.40 S&W	PISTOL	1	SEMI	Fair	Low value firearm	\$10.00	
60	Erma	LA22	22LR	PISTOL	1	SEMI	Poor	Missing front sight, serial number may be obliterated	\$20.00	Only if this pistol is not a destruction gun
61	Star	Firestar M40	.40 S&W	PISTOL	1	SEMI	Fair		\$20.00	
62	Ruger	LCP	.380 ACP	PISTOL	1	SEMI	Fair		\$65.00	
63	Bersa	Firestorm	.380 ACP	PISTOL	2	SEMI	Poor	Finish is pitted possible suicide gun	\$10.00	
64	DGFM	Argentine Colt 1911A1	.45 ACP	PISTOL	1	SEMI	Poor	Blueing is rubbed off, major pitting on slide	\$200.00	Value adjusted
65	Jennings	BRYCO 59	9mm	PISTOL	0	SEMI	Poor	No mag, no value pistol	\$0.00	
66	Colt	Govt MKIV, Series 80	.45	PISTOL	0	SEMI	Poor	Heavily scratch nickle finish, after market barrel and compensator	\$250.00	
67	Llama / Stoger Arms	1911	.380 ACP	PISTOL	0	SEMI	Poor/inop	Rusted out pistol	\$5.00	Scrap or parts
68	Bersa	BP9CC	9mm	PISTOL	2	SEMI	Good		\$35.00	
69	CZ	52	7.62x25	PISTOL	1	SEMI	Fair		\$125.00	
70	Raven	P25	25 AUTO					DIESTRUTION OBLITERATED SERIAL NUMBER	\$0.00	
71	Chater Arms	Off Duty	.38 SPCL	REVOLVER	0	REVOLVER	Fair		\$35.00	
72	Ruger	P97DC	.45 ACP	PISTOL	1	SEMI	Good		\$50.00	
73	Hi-Point	C9	9mm	PISTOL	1	SEMI	Fair	low value pistol	\$5.00	
74	Ruger	P94DC	9mm	PISTOL	1	SEMI	Good		\$50.00	
75	Smith & Wesson	Mod 411	.40 S&W	PISTOL	1	SEMI	Good		\$65.00	Value Adjusted
76	Hi-Point	C9	9mm	PISTOL	0	SEMI	Fair	low value pistol, no mag	\$5.00	
77	Haskell Hi-Point	J545	.45 ACP	PISTOL	1	SEMI	Fair	low value pistol	\$5.00	
78	Smith & Wesson	Secret Service	.32 S&W	REVOLVER	0	REVOLVER	Poor	relice pistol with deep pitting on nickle finish	\$65.00	
79	AN Eibar	Model 1926	.32 LC	REVOLVER	0	REVOLVER	INOP	Rusted out	\$5.00	
80	SCCY	CPX-2	9mm	PISTOL	2	PISTOL	Good		\$35.00	
81	Kel Tec	P11	9mm	PISTOL	2	SEMI	Fair		\$25.00	
82	EAA	Whiteness P	.45 ACP	PISTOL	1	SEMI	Fair		\$25.00	
83	Sig Sauer	P220	.45 ACP	PISTOL	2	SEMI	Good		\$225.00	Value adjusted
84	CZ	CZ 75P-01	9mm	PISTOL	2	SEMI	Good	Some damage to lower frame and rail system	\$175.00	Value adjusted
85	CZ	75	9MM	PISTOL	1	SEMI	Fair to Good		\$175.00	
86	S&W	36	38 SPEC	REVOLVER			Fair		\$125.00	
87	TAURUS	MODEL 80	38 SPEC	REVOLVER			Poor		\$35.00	Rust and pitting on frame and hammer
88	ERMA-WERKE	EP652	22	PISTOL	1	SEMI	Fair		\$50.00	
Total Shop Credit offered for above listed items									\$5,370.00	

*** CONDITION**

UNISSUED: NEVER FIRED, NEVER ISSUED
GOOD: LESS THAN 5,000 ROUND; REGULARLY MAINTAINED AND INCLUDES ARMORY RECORDS
FAIR: WORKING ORDER, SOME USAGE WEAR, REGULARLY MAINTAINED; NO ISSUES
POOR: WORKING ORDER, HEAVY USAGE WEAR, REGULARLY MAINTAINED; NO ISSUES
INOPERABLE: BROKEN OR MISSING PARTS; INCOMPLETE FIREARM

Note: Any firearms listed for "destruction" will not be part of the trade-in deal. These are all illegally modified firearms and we are unable to take possession of them.



STATE OF TEXAS
COUNTY OF SMITH

§
§
§

IN THE COMMISSIONERS COURT

**ORDER FOR DISPOSITION OF COUNTY SURPLUS
PROPERTY BY AUCTION
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 263.152**

WHEREAS, Texas Local Government Code §263.152 regarding the disposal of county property requires the Commissioners Court to make certain determinations;

WHEREAS, the Smith County Precinct 5 Constable’s Office has determined that the following items listed in Exhibit A are hereby determined to be surplus property, as defined by Texas Local Government Code, § 263.151;

WHEREAS, it is in the best interest of the county to trade in new property of the same general type; and

WHEREAS, on the 7th Day of April 2026, the Smith County Commissioners Court authorized the Smith County Precinct 5 Constable’s Office to trade-in the firearms listed in Exhibit A, for a credit towards the purchase of new firearms, ammo, or other Law Enforcement equipment for use by the Precinct 5 Constables Office pursuant to Texas Local Government Code, Chapter 263, Subchapter D.

APPROVED AND 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

4

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

Submission Date: 3/27/2026	Submitted by: Christina Haney
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Meeting Date: 04/07/2026	Department: Purchasing for R&B
---------------------------------	---------------------------------------

Item Requested is: For Action/Consideration For Discussion/Report

Title: Advertise, Solicit, and Receive Sealed Bids

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

Agenda Wording: Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
 1. RB-27-26 Pavement Preservation Program
 2. RB-28-26 Road Improvements to CR 42 (SH 110 to FM 724)
 3. RB-29-26 Road Improvements to CR 178 (CR 192 to CR 168) & CR 167

Background:

Financial and Operational Impact: These are FY26 Budget and Phase 2 Bond funded projects.

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 No

Return Signed Documents to the following:

Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

5

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

Submission Date: 3/30/2026		Submitted by: Jennafer Bell	
Meeting Date: 4/7/2026		Department: 321st District Court	
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration		<input type="checkbox"/> For Discussion/Report	
Title: Defense Agreement			
Agenda Category: <input type="radio"/> Briefing Session		<input type="radio"/> Recurring Business	
<input checked="" type="radio"/> Court Orders		<input type="radio"/> Resolution	
<input type="radio"/> Presentation		<input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a Smith County Indigent Defense Agreement for the 321st District Court with Jeremy Coe and authorize the county judge to sign all related documentation.			
Background: Contract 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: T Wilson		Email: twilson@smith-county.com	
Name: R Rogers		Email: RRogers2@smith-county.com	
Name: Alicia Barkley		Email: alicia@aliciacashell.com	
Name:		Email:	

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SUBMIT

Office Use Only
Agenda Item # _____

**CONTRACT FOR LEGAL SERVICES
FOR INDIGENT LITIGANTS AND CHILDREN
IN MATTERS BROUGHT BY THE
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES (DFPS)**

This Contract is authorized by Texas Family Code, Chapter 107, Subchapter A, Court-Ordered Representations in Suits Affecting the Parent-Child Relationship and is made by and between the parties identified below for the purpose of providing legal services as defined in Texas Family Code, Chapter 107, Subchapter A, in the 321st Judicial District Court of Smith County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. Parties. The Parties are the Appointing Authority, Contracting Authority, and Contractor.
2. Appointing Authority shall mean the Honorable Judge of the 321st Judicial District Court of Smith County, who has authority to appoint legal representation in suits affecting the Parent-Child Relationship in Smith County, Texas.
3. Contracting Authority shall mean Smith County, Texas, acting by and through it's duly elected County Judge and Commissioners Court.
4. Attorney shall mean Jeremy Coe.
5. Term. The term of this contract shall be for twelve months beginning on April 1, 2026, and ending on September 30, 2026, unless sooner terminated as set forth herein.
6. Compensation. Attorney will receive a monthly sum of Ten Thousand and no/100 Dollars (\$10,000.00) for the remainder of the term beginning April 1, 2026. The total amount of this agreement is for the remainder of the term is Sixty Thousand Dollars (\$60,000.00) unless the Contract is terminated sooner.
7. Payment of Compensation. No attorney payments shall be made until the attorney has completed an itemized voucher that has been approved by the Appointing Authority. Upon approval of an itemized voucher, the Appointing Authority shall submit the approved voucher to the Office of the Smith County Auditor for normal accounts payable processing.
8. Attorney Qualifications. By signing this Contract, Attorney represents to the Appointing Authority that he or she meets the following minimum qualifications:
 - a. maintains the minimum qualifications, with an active license to practice law in the State of Texas and will immediately inform the Appointing Authority of any change in status with the State Bar of Texas;
 - b. is familiar with the Texas Family Code, the Texas Rules of Evidence, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of

- c. practice for the courts of Smith County, Texas;
 - c. consistently demonstrates commitment to providing effective assistance of counsel and quality representation to assigned litigants;
 - d. consistently demonstrates professionalism, proficiency, and reliability in representing assigned litigants, and in dealing with the courts and opposing counsel;
 - e. is of sound mind, as well as good moral and ethical character;
 - f. has not been sanctioned by a court for failure to appear;
 - g. has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct;
 - h. maintains his or her principal office in Smith County (A principal office is the commercial location where the attorney conducts the majority of his or her law practice, and does not include a post office address);
 - i. maintains a secretary, receptionist, answering service or daily monitored answering machine or voice mail system;
 - j. maintains a functioning e-mail address, available 24 hours a day and monitored on a daily basis;
9. Caseload. Attorney shall diligently and to the best of their ability handle all cases appointed by the Court under the above mentioned authority. The Court at its discretion may take all necessary steps, including but not limited to increasing or decreasing the number of assigned cases, to ensure that an appointed attorney is able to competently represent litigants in appointed cases.
10. Compensation for Expenses. Counsel appointed to represent litigants may be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts with prior court approval and same may be reimbursed at the discretion of the Court:
- a. Procedure for Prior Court Approval of Expenses. Appointed counsel shall file with the court a pretrial request for advance payment of investigative and/or expert witness expenses to investigate any issues that may be relevant to the appointed litigation.
 - b. The request for approval of expenses must state the type of investigation to be conducted or the type of expert witness to be retained, must set out specific facts that suggest the investigation will result in admissible evidence or that the services of an expert witness are reasonably necessary to assist in the representation, and shall include an itemized list of anticipated expenses for each investigator and/or expert witness. The judge may grant the request for payment of expenses in whole or in part as far as the request is reasonable. If the judge denies the request in whole or in part, the judge shall state the reason for the denial in writing, attach the denial to the request, and submit the request and denial as a sealed exhibit to the record.
11. Independent Contractor. Attorney is not an employee of the Contracting Authority or the Appointing Authority. At most, Attorney is an independent contractor who shall complete

the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney and is not subject to control or supervision of the Appointing Authority or the Contracting Authority, except as specified in this Contract. ANY LITIGANT OR CHILD IS THE CLIENT OF THE ATTORNEY - NOT THE CLIENT OF EITHER THE CONTRACTING AUTHORITY OR THE APPOINTING AUTHORITY. IT IS THE DUTY OF THE ATTORNEY AT ALL TIMES TO PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH RESPONSIBILITIES UNDER TEXAS LAW, INCLUDING BUT NOT LIMITED TO THE TEXAS FAMILY CODE, TEXAS RULES OF CIVIL PROCEDURE, SMITH COUNTY LOCAL RULES OF COUNTY AND DISTRICT COURTS, AND THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT.

12. Standard of Performance. Attorney shall, for the consideration expressed above, provide legal services to each person for whom he or she is appointed, as follows:
 - a. Provide quality, effective, competent, zealous legal representation to all clients in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Family Code, Texas Rules Of Civil Procedure, Smith County Local Rules of County and District Courts, and the Texas Disciplinary Rules Of Professional Conduct, and all other applicable laws.
 - b. Make every reasonable effort to contact any court-appointed client not later than the end of the first working day after the date on which the attorney is appointed and to interview the Litigant or Child as soon as practicable after the attorney is appointed.
 - c. Attorney shall not assign, subcontract, or delegate any part of the services to be provided by the Attorney under this Contract, except as approved by the Court.
 - d. Attorney shall not accept any payments from a client or third-party for legal services provided in a case assigned under this Contract.
 - e. Attorney shall not release confidential attorney-client information or work product related to any case assigned under this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
 - f. Attorney shall not represent any Litigant or Child when to do so would create a conflict of interest. In the event of a conflict of interest, Attorney shall present evidence to the Appointing Authority, and if so ordered, be allowed to withdraw from representation of that Litigant or Child.
 - g. Attorney shall maintain frequent and continuing contact with all clients, which shall include in-person contact at least 30 days prior to each hearing scheduled, following the first hearing. Attorney may be relieved from this obligation at the Courts discretion, if the attorney is unable to locate the client or if the client refuses contact with the attorney.

13. Termination of Contract. This Contract may be terminated by the Appointing Authority for good cause, including but not limited to the following:

- a. Appointing Authority may terminate this Contract if Attorney closes his active office for the practice of law in Smith County, Texas.
 - b. Appointing Authority may terminate this Contract if Attorney fails or is unable to perform the duties set forth in this Contract. Such failure shall be supported by judicial findings of that failure, this includes but is not limited to violations of ethical duties imposed by the Texas Disciplinary Rules of Professional Conduct.
 - c. Attorney may terminate this Contract if Contracting Authority fails to make timely payments as specified herein.
 - d. Attorney may terminate this Contract if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
 - e. The Appointing Authority and Attorney may mutually terminate the Contract for force majeure or any change in the applicable or authorizing law, which renders the Contract moot.
14. Effect of Termination Upon the Attorney-Client Relationship. The attorney-client relationship commences upon the appointment of Attorney to represent any person under this Contract. In the event of termination of the Contract, the attorney-client relationship shall continue until the conclusion of the matter for which Attorney was appointed. Appointing Authority, Contracting Authority, and Attorney agree that compensation paid during the term of the Contract shall be adequate consideration for all services to be performed pursuant to the Contract, including the conclusion of any representation described in this paragraph. In the event that Attorney is no longer able or is legally not qualified to conclude such matter, the Appointing Authority shall consider whether the client remains indigent, and if so, make such other appointment as may be necessary to provide effective legal representation for the indigent person.
15. Disputes. Venue of any dispute arising under or with regard to this Contract shall be in a court of competent jurisdiction in Smith County, Texas.
16. Providing false information in an application for appointment under this Contract shall be grounds for immediate termination of the Contract.
17. Falsification of any report, billing documentation or other submission by the Attorney will be grounds for immediate termination of the Contract. In addition, such actions may subject the Attorney to professional discipline and/or criminal prosecution.
18. This agreement represents the entire agreement between the parties and supersedes all prior agreements. This agreement may not be amended or modified in any respect, except upon mutual agreement by all parties, in writing.

Honorable Judge Robert Wilson,

Date

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

Submission Date: 3-31-2026	Submitted by: Tim Jones
Meeting Date: 4-7-2026	Department: Sheriff
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: INTERLOCAL AGREEMENT CITY OF DALLAS AND THE SMITH COUNTY SHERIFF'S OFFICE	
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: Approve the Interlocal agreement between the City of Dallas and the Smith County Sheriff's Office for a grant from ICAC.	
Background: WHEREAS, City and the Smith County Sheriff's Office desire to enter into an agreement regarding the North Texas (Dallas) Internet Crimes Against Children Task Force; and WHEREAS, the City of Dallas, for its Police Department, has applied for and received from the DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from October 1, 2025 through September 30, 2026; and WHEREAS, the grant is entitled Internet Crimes Against Children Grant (Grant Number 15PJDP-25-GK-01588-MECP), hereinafter called "Project", and WHEREAS, the Dallas Police Department has asked the Smith County Sheriff's Office to participate in fulfilling the purpose of the grant.	
Financial and Operational Impact: grant with no matching	
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: Tim Jones	Email: TJones2@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE SMITH COUNTY SHERIFF’S OFFICE

STATE OF TEXAS

COUNTY OF DALLAS

This INTERLOCAL AGREEMENT is made and entered into by and between the City of Dallas, hereinafter called “City” and the Smith County Sheriff’s Office, Texas, hereinafter called “Smith County Sheriff’s Office.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS, the Internet Crimes Against Children (ICAC) Task Force is a grant program funded under an award by the United States Department of Justice, hereinafter called “DOJ” through their Office of Juvenile Justice and Delinquency Prevention, hereinafter called “OJJDP” under the Federal Missing and Exploited Children’s Program; and

WHEREAS, City and the Smith County Sheriff’s Office desire to enter into an agreement regarding the North Texas (Dallas) Internet Crimes Against Children Task Force; and

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from the DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from October 1, 2025 through September 30, 2026; and

WHEREAS, the grant is entitled Internet Crimes Against Children Grant (Grant Number 15PJDP-25-GK-01588-MECP), hereinafter called “Project”, and

WHEREAS, the Dallas Police Department has asked the Smith County Sheriff’s Office to participate in fulfilling the purpose of the grant.

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and the Smith County Sheriff’s Office for the mutual consideration stated herein:

I.

For consideration hereinafter agreed to the Smith County Sheriff's Office undertakes, covenants and agrees to:

1. Provide staff and resources to prosecute Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals.
2. Accept criminal case referrals for prosecution as appropriate that may be forwarded from the Dallas Police Department.
3. Input monthly performance measures in IDS by the 5th of every month.
4. On a quarterly basis provide the Dallas Police Department with an activity report describing cases prosecuted by personnel funded by this Grant.
5. Maintain documentation of all partial salary and overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person earning the salary or overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the salary or overtime. This expenditure report must carry an original signature of a Smith County Sheriff's Office official and be supported by departmental payroll records which correspond to the salary or overtime payments. This salary and overtime expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
6. Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must carry the signature of a Smith County Sheriff's Office official and be supported by receipts, invoices, or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
7. Maintain an up-to-date and itemized inventory list of all supplies, equipment, or services purchased by the Smith County Sheriff's Office with funds from the Internet Crimes Against Children Grant. Inventory list entries of major hardware items such as computers, monitors, printers, FAX machines, and the like must also include the brand name and model, serial number, the Smith County Sheriff's Office's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list will be submitted to the Dallas Police Department when requested.

8. Allow the Internet Crimes Against Children Grant Manager or his/her designate to make one or more on-site visits for the purpose of assessing the compliance of the Smith County Sheriff's Office with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.
9. When requested, provide the Dallas Police Department with a copy of the Smith County Sheriff's Office's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II.

As consideration for the services contracted herein, the City agrees to reimburse the Smith County Sheriff's Office a sum not to exceed **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)**. This sum is to reimburse the Smith County Sheriff's Office for expenses incurred for partial salary of a grant-sponsored position, overtime, training, travel, and/or equipment as deemed necessary and appropriate by the Smith County Sheriff's Office for its operations to combat Internet-related crimes against children. The Smith County Sheriff's Office may invoice the City for reimbursement of expenses under the terms of this agreement up to six times, but no reimbursement request will be accepted after September 30, 2026. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Smith County Sheriff's Office as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Sgt. Kristin Alvarado
Dallas Police Department
1400 Botham Jean Street
Dallas, Texas 75215-1815

The Contract amount may increase if, in the future, additional funds become available to grant to SMITH COUNTY SHERIFF'S OFFICE. If additional funds are available in the future to grant to SMITH COUNTY SHERIFF'S OFFICE, CITY will give written notice and SMITH COUNTY SHERIFF'S OFFICE may accept or reject the additional funds by giving written notice of the intent to the CITY.

III.

During the performance of this Interlocal Agreement, the Smith County Sheriff's Office agrees to the following:

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its employee(s) while engaged in Project activities.
2. It shall, to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its

employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.

3. It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.
4. Any and all equipment and supplies purchased with Grant funds by the Smith County Sheriff's Office will remain property of the Smith County Sheriff's Office.

IV.

The term of this Agreement shall be from October 1, 2025, through September 30, 2026. This Agreement may be extended by mutual agreement of the parties hereto or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. If at which time during the grant period, the City of Dallas receives an extension to the original grant, the Contract may be extended further by CITY giving SMITH COUNTY SHERIFF'S OFFICE written notice of new term.

V.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

Daniel C. Comeaux
Chief of Police
Dallas Police Department
1400 Botham Jean Street
Dallas, Texas 75215

Copy to:

Kimberly Tolbert
City Manager
City of Dallas
City Hall, Room 4/E/N
1500 Marilla Street
Dallas, Texas 75201

If intended for the
Smith County Sheriff's Office, to:

Larry R. Smith
Smith County Sheriff
277 N. Spring Ave
Tyler, TX 75702

VI.

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

VII.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VIII.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

EXECUTED this ____ day of _____, 2026, by the CITY, by and through its duly authorized officials pursuant to Dallas City Council Resolution No. 26-0336, and by the Smith County Sheriff’s Office by and through its duly authorized officials. However, the effective date of this Agreement is October 1, 2025.

Recommended By:

Daniel C. Comeaux
Chief of Police

APPROVED AS TO FORM
Tammy L. Palomino
City Attorney

CITY OF DALLAS
Kimberly Tolbert
City Manager

By: _____
Assistant City Attorney *TRB*

By: _____
Assistant City Manager

Smith County Sheriff’s Department
Sheriff, Smith County

Smith County
County Judge

By: _____

By: _____

February 11, 2026

WHEREAS, the City of Dallas applies for grant funds available from the U.S. Department of Justice to aid missing and exploited children; and

WHEREAS, the services of the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, and Collin County District Attorney's Office. Collin County Sheriff's Office, Tarrant County Sheriff's Office, Denton County Sheriff's Office, Grayson County Sheriff's Office, Henderson County Sheriff's Office, Smith County Sheriff's Office, Abilene Police Department, Amarillo Police Department, Arlington Police Department, Fort Worth Police Department, Frisco Police Department, Garland Police Department, Grand Prairie Police Department, Irving Police Department, Longview Police Department, Lubbock Police Department, Mesquite Police Department, Wichita Falls Police Department, Wylie Police Department, and the Dallas Children's Advocacy Center are approved by the execution of cooperative working agreements; and

WHEREAS, the Internet Crimes Against Children Grant for the period October 1, 2025 through September 30, 2026, Grant No. 15PJDP-25-GK-01588-MECP was awarded to the City of Dallas; and

WHEREAS, execution of the cooperative working agreements with various Police Departments, District Attorney's Offices, Sheriff Offices, and the Dallas Children's Advocacy Center, per the attached Schedule B they must be authorized by the Dallas City Council.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute cooperative working agreements through the 2025-2026 Internet Crimes Against Children Grant with various Police Departments, District Attorney Offices, Sheriff Offices, and the Dallas Children's Advocacy Center as requested for the investigation, prosecution, education, and counseling activities related to the Dallas Internet Crimes Against Children Task Force response to Internet related sexual exploitation of children for the period October 1, 2025 through September 30, 2026, approved as to form by the City Attorney.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for approved grant related expenses.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$275,000.00 from the OJJDP FY25 Internet Crimes Against Children Task Force Grant Fund, Fund F815, Department DPD, Unit 684Y, Object 3099, Master Agreement Service Contract No. MASC-DPD-2026-00029645, per the attached Schedule B.

260336

February 11, 2026

SECTION 4. That this contract is designated as Contract No. DPD-2026-00029645.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

FEB 11 2026


CITY SECRETARY

SCHEDULE B
Federal - Internet Crimes Against Children Continuation Grant
Fund F815, Unit 684Y

	Agency	2025-26 Allocation	Fund	Dept.	Unit	Obj	Master Agreement Number	Commodity	Vendor No.
1	Abilene Police Department	\$ 9,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
	Allen Police Department	\$ 5,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
2	Amarillo Police Department	\$ 12,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
3	Arlington Police Department	\$ 17,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
4	Collin County District Attorney's Office	\$ 10,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
5	Collin County Sheriff's Office	\$ 10,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
6	Dallas Children's Advocacy Center (Scholarships)	\$ 34,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
7	Dallas County District Attorney's Office	\$ 10,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
8	Denton County Sheriff's Office	\$ 10,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
9	Fort Worth Police Department	\$ 20,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
10	Frisco Police Department	\$ 12,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
11	Garland Police Department	\$ 14,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
12	Grand Prairie Police Department	\$ 12,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
13	Grayson County Sheriff's Office	\$ 12,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
14	Henderson County Sheriff's Office	\$ 8,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
15	Irving Police Department	\$ 13,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
16	Longview Police Department	\$ 13,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
17	Lubbock Police Department	\$ 14,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
18	Mesquite Police Department	\$ 5,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
19	Smith County Sheriff's Office	\$ 5,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
20	Tarrant County District Attorney's Office	\$ 8,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
21	Tarrant County Sheriff's Office	\$ 8,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
23	Wichita Falls Police Department	\$ 8,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
24	Wylie Police Department	\$ 6,000.00	F815	DPD	684Y	3099	████████████████████5	95217	██████████
	Grand Total	\$ 275,000.00							

*This schedule is not limited to the agencies listed

260336

7

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

Submission Date: 03/30/2026	Submitted by: KAREN NELSON
------------------------------------	-----------------------------------

Meeting Date: 04/02/2026	Department: ROAD & BRIDGE
---------------------------------	----------------------------------

Item Requested is: For Action/Consideration 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 Old Kilgore Addition, 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 No

Return Signed Documents to the following:

Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

OWNER'S STATEMENT:

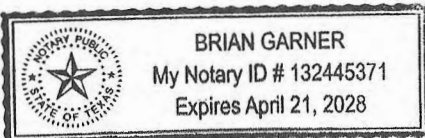
I, Jose Saucedo, Managing Member of Chema Real Estate Investments, LLC, do hereby certify that it is the owner of the tract shown hereon and do accept this as its final plan for the subdividing into lots and blocks and do dedicate to the public forever All of the roads, streets, alleys and easements shown hereon (unless otherwise noted hereon).

CHEMA REAL ESTATE INVESTMENTS, LLC

By: Jose Saucedo
Jose Saucedo, Member

Having SUBSCRIBED AND SWORN BEFORE ME, a Notary Public, in and for Smith, County, Texas ON THIS THE 20th DAY OF March, 2026.

Brian Garner



SURVEYOR'S STATEMENT:

I, Steven J. Freeman, II, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6339, do hereby state that this plat was prepared from an actual survey made on the ground under my supervision and direction during the month of January thru March, 2026.



Steven J. Freeman, II
Registered Professional Land Surveyor
State of Texas No. 6339

APPROVED BY THE COUNTY COMMISSION COURT OF SMITH COUNTY, TEXAS,
THIS THE ___ DAY _____, 2026.

County Judge _____

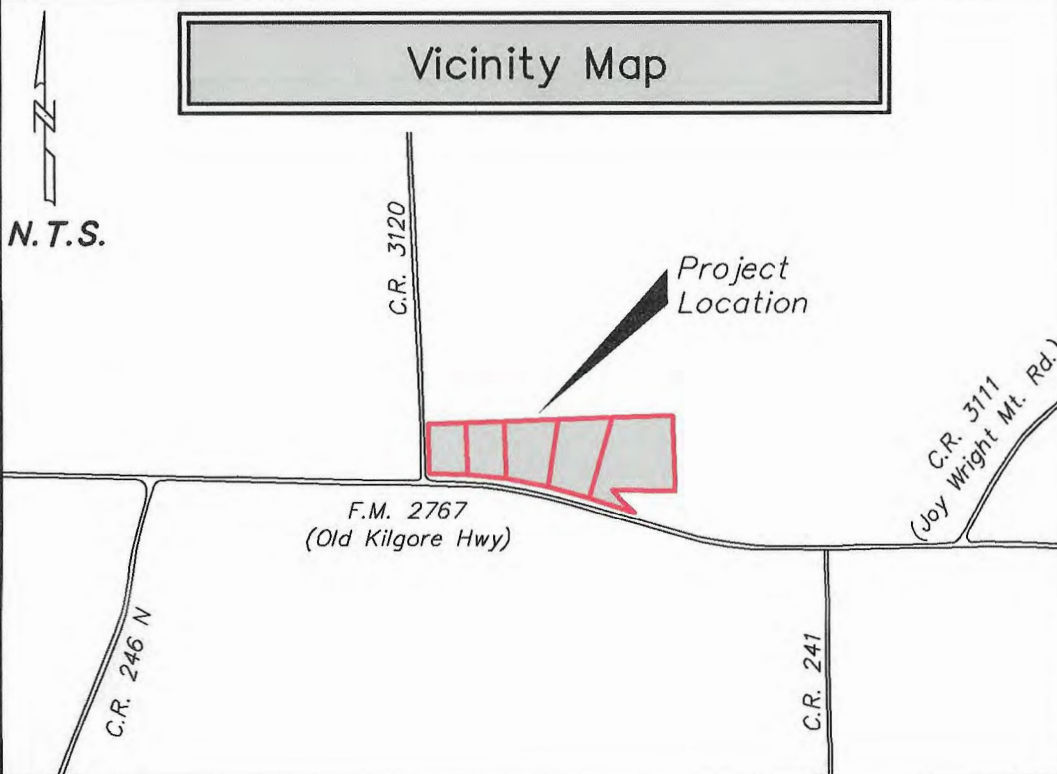
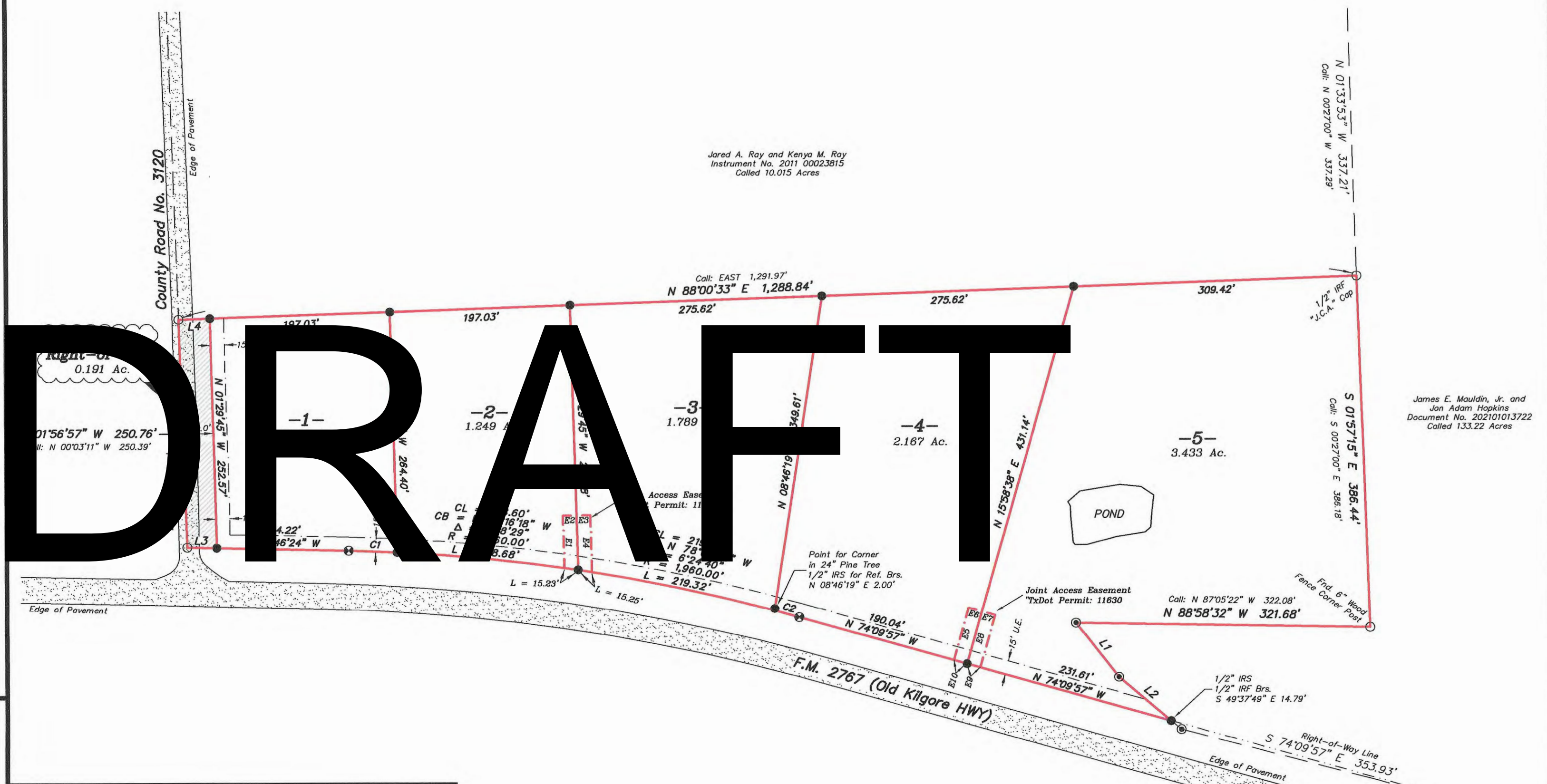
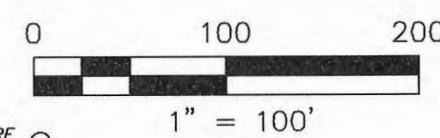
FINAL PLAT
Old Kilgore Addition
Being All of that Called 10.010 Acre Tract
Described in Document No. 20250102689
Official Records of Smith County, Texas
Barnes Clark Survey, Abstract No. 185
Smith County, Texas

Lot Access:

- Lot 1 - Only has direct access to County Road No. 3120. No access to F.M. 2767 shall be granted.
- Lots 2 & 3 - Only has direct access to F.M. 2767 by the Joint Access Easement shown hereon by TxDot Permit No. 11629
- Lots 4 & 5 - Only has direct access to F.M. 2767 by the Joint Access Easement shown hereon by TxDot Permit No. 11630

Legend

- 1/2" Iron Rod Found Unless otherwise noted
- 1/2" Iron Rod Set With Yellow Cap Stamped "Freeman Surveying"
- ⊙ 1/2" Iron Rod Found With "Stanger" Cap
- ⊗ Concrete Monument Fnd.
- U.E. Utility Easement
- D.E. Drainage Easement



GENERAL NOTES:

- NOTICE:** Selling a portion of this addition by metes and bounds is a violation of county & city regulations and state law and is subject to fines and withholding of utilities and building permits.
- FLOODPLAIN STATEMENT:** According to FIRM Map Panel No. 48423C0300C, dated September 26, 2008, the subdivision appears to lie within Zone "X" - Areas determined to be outside the 0.2% annual chance floodplain.
- BASIS OF BEARINGS:** This survey is rotated to the Texas State Plane Coordinate System NAD 83 (2011), Texas North Central Zone (4202), U.S. Survey Feet from the TopNET VRS Network System.
- NOTE:** A title/easement search was not apart of this survey. Schedule "A & B" of a Title Commitment was not furnished to the surveyor.

EASEMENT TABLE (ACTUAL)

LINE	BEARING	DISTANCE
E1	N 01°29'45" W	57.38'
E2	N 88°30'15" E	15.00'
E3	N 88°30'15" E	15.00'
E4	S 01°29'45" E	62.74'
E5	N 15°58'38" E	60.04'
E6	S 74°01'22" E	15.00'
E7	S 74°01'22" E	15.00'
E8	S 15°58'38" W	59.96'
E9	N 74°09'57" W	15.00'
E10	N 74°09'57" W	15.00'

LINE TABLE (ACTUAL)

LINE	BEARING	DISTANCE
L1	S 37°58'17" E	75.77'
L2	N 49°37'49" W	74.48'
L3	N 88°46'24" W	32.17'
L4	N 88°00'33" E	34.12'

LINE TABLE (CALL)

LINE	BEARING	DISTANCE
L1	S 35°54'22" E	75.53'
L2	S 47°38'22" E	89.29'

CURVE TABLE (ACTUAL)

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	DELTA ANGLE	CHORD LENGTH
C1	1,960.00'	53.06'	N 87°57'05" W	1°33'04"	53.06'
C2	1,960.00'	28.29'	N 74°32'35" W	0°49'37"	28.29'

DRAWN BY: BCG APPROVED BY: SJF
DATE: February ??, 2026 PROJ. NO. 25.1832
FB 567/13.16 SCALE: 1" = 100'

Revisions:
3-10-26 - Issued Mylars for Signatures
3-20-26 - Adjusted Lots Along ROW of FM 2767 and Issued Mylars for Signatures

Cabinet _____, Slide _____
Filing Date: _____

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

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




Subdivision Name: Old Kilgore Addition
 Adjacent Road: CR 3120 and FM 2767
 Developer: Chema Phone: 903-225-8675
 email: _____ Fax: _____
 Surveyor: Freeman Phone: 903-504-5314
 email: office@fmsurvey.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)		3-24-26 S.B.	
	Plat Fee	\$25	\$100 3-24-26 S.B.	\$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		3-24-26 S.B.	
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below	3-24-26 S.B.	
	Tax Certificate		3-24-26 S.B.	
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)		N/A	
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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

COPY

 <p>SC 911 EMERGENCY COMMUNICATIONS DISTRICT SMITH COUNTY, TEXAS</p>	<p>Smith County 911 Communications District 205 Shelley Dr Tyler, TX 75701 (903) 566-8911</p>	<p>PLAT, SUBDIVISION & STREET NAME REVIEW 03-06-2026 Reviewed By: Kim Wheeler, GIS Coordinator</p>
---	---	--

Old Kilgore Addition- SC 911 Addressing, no conflicts, Lot 1 can ONLY be addressed on C R 3120, Lot 2 will be the existing 22713 FM 2767

2/25
240
Reviewed

COPY

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

March 9, 2026

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

RE: Old Kilgore Addition

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), **Steven J Freeman, agent for Chema's Real Estate Investments, LLC** has submitted an application to this office and is seeking approval of development planning materials for a new **5 lot subdivision** from a **10.010-acre** tract located at **22713 FM 2767 Kilgore, Texas 75662** 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 **Steven J Freeman, agent for Chema's Real Estate Investments** and their consultant Mrs. Heather McCarty an R.S. and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site wastewater disposal systems. Please call the above number if you have any questions.

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

Robert Stanley

Robert Stanley
Designated Representative for Smith County

COPY

TAX CERTIFICATE FOR ACCOUNT : 100000018500006010
 AD NUMBER: R141756
 GF NUMBER:
 CERTIFICATE NO : 15165422

DATE : 3/10/2026
 FEE : \$10.00

PROPERTY DESCRIPTION
 ABST A0185 B CLARK TRACT 6A

COLLECTING AGENCY

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

0022713 FM 2767
 10.01 ACRES

REQUESTED BY

FREEMAN SURVEYING & MAPPING LLC

PROPERTY OWNER

MT ZION CME CHURCH

10763 COUNTY ROAD 127 SUITE D
 FLINT TX 757627045

PO BOX 131479
 TYLER TX 75713

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:	204,332	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	204,332	LIMITED VALUE:	0
EXEMPTIONS:	Miscellaneous - XV		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	CHAPEL HILL 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 3/2026 : **\$0.00**

ISSUED TO : FREEMAN SURVEYING & MAPPING LLC
 ACCOUNT NUMBER: 100000018500006010

CERTIFIED BY : *Diana Berger*

SMITH COUNTY



COPY

8

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

Submission Date: 03/30/2026	Submitted by: KAREN NELSON
------------------------------------	-----------------------------------

Meeting Date: 04/07/2026	Department: ROAD & BRIDGE
---------------------------------	----------------------------------

Item Requested is: For Action/Consideration For Discussion/Report

Title: Utility Permits

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

Agenda Wording: Receive pipe and/or utility line installation request (notice only):
 a. County Road 149, CenterPoint Energy, install gas line for service, Precinct 1; and
 b. County Road 383, Oncor Energy, LLC, install new poles and line, Precinct 3

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 No

Return Signed Documents to the following:

Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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

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

1. Applicant: Andrea Pickens Date: 3/26/2026
 Company Name (if different): CenterPoint Energy Phone: 713-207-4246
 Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
 24/7 Contact Name: Zain Saeed Phone: _____
 Contractor: _____ Phone: _____
 Bonding Company: _____ Phone: _____
 2. Franchise Holder: _____ Phone: _____
 3. Franchise Contact: _____ Phone: _____
 4. Location (if applicable, length of installation in feet): 8183 CR 149
 Propose to install 2332' of 2" IP Pla gas see drawing
 5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
 copies of drawings attached to this application. The line will be constructed and maintained on
 the County right-of-way as directed by the Road Administrator/Engineer in accordance with
 SMITH COUNTY specifications.
 6. Describe all traffic controls or warning devices anticipated for this project: We will utilize TCP
see attachment

7. Proposed start date: 4/03 2026 Completion date: 7/03/2026

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.

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

Specific instructions and conditions are as follows:

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

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this 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: Andrea Pickens Date: 3/26 /2026

Approved: 
Smith County Road Administrator/Engineer



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

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

1. Applicant: Earnest Nelson Date: 10/30/2025
Company Name (if different): Oncor Electric LLC Phone: 945/201-1017
Address: 1616 Woodall Rodgers Fwy Fax: _____
Dallas, TX Zip: 75202
24/7 Contact Name: Todd Riley Phone: 903/850-4888
Contractor: Primoris T&D Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric LLC Phone: 945/201-1017
3. Franchise Contact: Earnest Nelson Phone: 614/893-7320
4. Location (if applicable, length of installation in feet): County Rd 383 (Old Gladewater Hwy)

Installing new poles and overhead lines along CR 383

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

6. Describe all traffic controls or warning devices anticipated for this project: Traffic Plan Attached

7. Proposed start date: 11/17/2025 Completion date: 3/17/2026

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

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

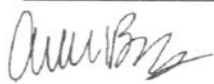
Specific instructions and conditions are as follows:

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

5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and roadbed without special permission of the Road Administrator/Engineer.
7. Overhead lines will have a minimum clearance of 18 ft. above the road surface at point of crossing.
8. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
9. At least one half of the traveled portion of the road must be open to traffic at all times.
10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.
11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.
12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.
13. All work shall conform to the design standards and specifications of the County.
14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.
15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No _____
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

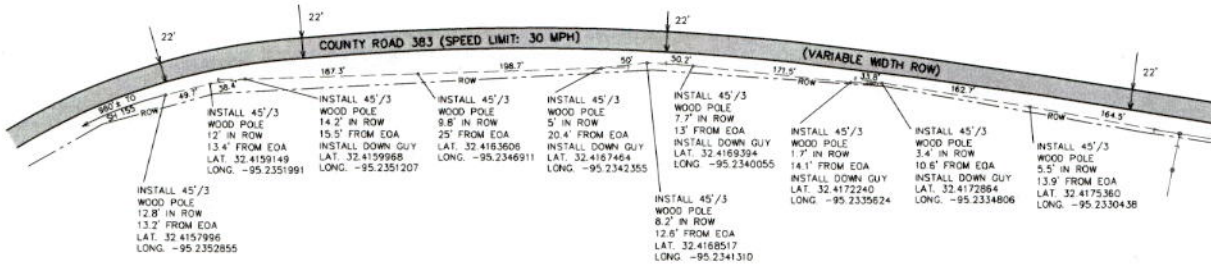
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature:  Date: 10/30/2025

Approved: 
 Smith County Road Administrator/Engineer

LEGEND

- PROPOSED POLE
- EXISTING POLE
- ⊙ REMOVE POLE
- PROPOSED OVERHEAD CONDUCTOR
- EXISTING OVERHEAD CONDUCTOR
- ==== PROPOSED UNDERGROUND CONDUCTOR
- ==== EXISTING UNDERGROUND CONDUCTOR
- REMOVE CONDUCTOR
- PROPOSED DOWN GUY
- EXISTING DOWN GUY



PROPOSED POLES AND DOWN GUYS CANNOT BE INSTALLED IN CATCH BASINS

VARIABLE WIDTH RIGHT OF WAY ALONG LOCAL STREET

ALL EXISTING UNDERGROUND UTILITIES MUST BE VERIFIED IN FIELD BY CONTRACTOR

-NO OVERNIGHT LANE CLOSURES WITHOUT WRITTEN APPROVAL FROM TxDOT.
 DAY TIME CLOSURES ARE ONLY ALLOWED AFTER 9 A.M. DO NOT START BEFORE 9 A.M.
 LANE CLOSURES MUST BE COMPLETELY PICKED UP NO LATER THAN 3:30 P.M.
 -ARROW PANELS ARE REQUIRED.
 -DO NOT FAULT LANE CLOSURE SIGNS AND ARROW PANELS UP OVERNIGHT
 ALL CONSTRUCTION WITHIN THE STATE RIGHT OF WAY WILL REQUIRE COMPLIANCE TO TxDOT STANDARD SPECIFICATIONS, STANDARD PLANS, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



<p>VICINITY MAP</p>	<p>TYLER DISTRICT</p> <p>INSTALL POLES FOR NEW AERIAL DISTRIBUTION LINE ALONG COUNTY ROAD 383 NEAR STATE HIGHWAY 165 IN THE CITY OF TYLER, SMITH COUNTY</p>
<p>OWNER BY: CORNERSTONE SURVEYING INC.</p> <p>DATE DRAWN: 03-04-2026</p> <p>DATE SURVEYED: 02-26-2026</p>	<p>PROJECT: UTILITY DISTRIBUTION</p> <p style="text-align: center;">ID</p> <p style="text-align: right;">W0028962269</p>
<p>SHEET 1 OF 1</p>	

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

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

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

SUBMIT

Office Use Only
Agenda Item # _____



Smith County

Budget Transfer Request FY26

Submit to Auditor's Office -- Requests received after 12:00 (noon) on Tuesday of any week will be held until the following week's Commissioners Court meeting (if court action is necessary).

DEPARTMENT:

FCIC

TRANSFER FROM:

Account Name	Account Number	Amount
Remodeling	32.475.4800.832	\$3,400.00

TRANSFER TO:

Account Name	Account Number	Amount
Professional Fees	32.475.4600.619	\$3,400.00

BRIEF EXPLANATION FOR REQUEST:

Transfer to cover expenses, TDLR approval not required because under 20% threshold

Department Head:

Auditor's Office
Heather Foster

3/31/26

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date

Heather Foster

From: Shannon Aynesworth <shannon.aynesworth@fcic.texas.gov>
Sent: Tuesday, March 31, 2026 1:05 PM
To: Heather Foster
Subject: RE: budget

This Message Is From an External Sender

This message came from outside your organization.

DO NOT click or open links, or open attachments without positive sender verification. NEVER enter USERNAME, PASSWORD or any other sensitive information on linked pages from this email.

[Report Suspicious](#)

Ok, Adam did agree with taking the money from remodeling 32.475.4800.832 but advised to take \$3400.00
Thank you!

From: Shannon Aynesworth
Sent: Tuesday, March 31, 2026 10:58 AM
To: 'Heather Foster' <hfoster@smith-county.com>
Subject: RE: budget

Hey Heather,

Let me check with Adam, really quickly and make sure that he is ok with taking the money from remodeling.

From: Shannon Aynesworth
Sent: Tuesday, March 31, 2026 10:47 AM
To: Heather Foster <hfoster@smith-county.com>
Subject: budget

Good morning Heather,

Would it be possible to get a weekly printout of our budget?
Also we are going to need to do a budget transfer into 32.475.4600.619 from 32.475.4800.832 in the amount of \$2000.00 please.

Shannon Aynesworth
Office Manager
Texas Financial Crimes Intelligence Center
Desk: 903-707-8280
Mobile: 430-437-6390
218 E. Elm St.
Tyler, Tx 75702
shannon.aynesworth@fcic.texas.gov



THE HEALTH PLAN
CHECK REGISTER APPROVAL REQUEST

RUN DATE: 03/23/2026 CHECK DATE: 03/27/2026

SMITH COUNTY TX

CLAIM TYPE

AMOUNT START CK# END CK#

MEDICAL CLAIMS

176,807.67

HOSPITAL CLAIMS

88,179.55

DENTAL CLAIMS

18,150.91

DRUG CLAIMS

VISION CLAIMS

GLOBAL CARE

OTHER - FUNDS RECOVERY DTD 03.19.26 DOS 02.07.25

(94.74)

TOTAL AMOUNT NEEDING FUNDED:

283,043.39

DESIGNATED COMPANY REPRESENTATIVE SIGNATURE APPROVAL:

DATED:

PLEASE SIGN AND RETURN APPROVAL REQUEST BY E-MAIL.
IF UNABLE TO REMIT BY E-MAIL, PLEASE FAX TO 740-699-6161.



3/29/26

Rawlings 3/30/26