

COMMISSIONERS COURT AGENDA
Tuesday, May 12, 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, May 12, 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 adopt a resolution proclaiming May 12, 2026, as "Tori Burnette Day" in Smith County.

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action to appoint Timothy Hollis to the City of Tyler Tax Increment Reinvestment Zone (TIRZ) 3 Board of Directors, for the remainder of a term ending on May 22, 2027.
3. Consider and take necessary action to reappoint Ed Nichols and Casey Murphy to the City of Tyler Tax Increment Reinvestment Zone (TIRZ) 4 Board of Directors, for a two-year term beginning May 22, 2026, and ending May 22, 2028.
4. Consider and take necessary action to award a contract to Macias Gini & O'Connell LLP in the amount of \$135,000 for RFP 17-26 Independent Auditing Services - Road Bond Expenditures and Compliance and authorize the county judge to sign all related documentation.
5. Consider and take necessary action to approve a resolution approving the formation of and participation in of the Smith County Van Zandt County Sub-Regional Planning Commission, pursuant to Texas Local Government Code, Chapter 391.
6. Consider and take necessary action to appoint two members of the Smith County Van Zandt County Sub-Regional Planning Commission, pursuant to Texas Local Government Code, § 391.006.

ELECTION'S OFFICE

7. Consider and take necessary action to include the Smith County Elections Administration non-exempt employees to receive double time pay for a worked county designated holiday, as referenced in the handbook Section 5.9.1 Holiday Pay.
8. Consider and take necessary action to approve the purchase of DocAccess from CivicPlus for a 1-year term under the General Services Administration (GSA) contract and authorize the county judge to sign all related documentation.

PURCHASING

9. Consider and take necessary action to award contracts for the following bids and authorize the county judge to sign all related documentation:
 - a. RB-02-26 Seal Coat Program,
 - b. RB-27-26 Pavement Preservation Program,
 - c. RB-28-26 Road Improvements to CR 42 (SH110 to FM 724), and
 - d. RB-29-26 Road Improvements to CR 178 (CR 192 to CR 168) & CR 167.

RECURRING BUSINESS

COMMISSIONERS COURT

10. Receive monthly reports from Smith County departments.

ROAD AND BRIDGE

11. Consider and take necessary action to authorize the county judge to sign the re-plat for the Emerald Bay Lake Subdivision, Lots 183 and 184, Precinct 1.

TREASURER'S OFFICE

12. Consider and accept the Treasurer's April monthly report as received.

AUDITOR'S OFFICE

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

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

ADJOURN

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

Date: 5/6/2026

Time: 12:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 4/30/2026	Submitted by: J Bell for Comm Moore
Meeting Date: 5/12/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: Tori Burnette 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 adopt a resolution proclaiming May 12, 2026, as "Tori Burnette Day" in Smith County.	
Background: This request came through Commissioner John Moore.	
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:	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 # _____



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, Tori Burnette is a graduate student at the University of Texas at Austin who is pursuing a career in vulcanology, geology and public policy; and

WHEREAS, Ms. Burnette has served Smith County in 2026 as an intern in Precinct 2 Commissioner John Moore’s office and has done extensive research and analysis for Smith County, providing a great benefit to the citizens; and

WHEREAS, she has studied all over the world, and will use her knowledge to improve her fields of expertise for her fellow Texans; and

WHEREAS, she has volunteered at local animal rescue organizations and has used her experience for dogs in Smith County; and

WHEREAS, the Commissioners Court is grateful for Ms. Burnette’s time and work to improve Smith County.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim May 12, 2026, as

“Tori Burnette Day”

in Smith County, and encourages all citizens to congratulate her on her passion and dedication.

WITNESS OUR HANDS THIS 12th day of May 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: 5/4/2026	Submitted by: J Bell
Meeting Date: 5/12/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: City of Tyler TIRZ 3 Board of Directors Appt	
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 appoint Timothy Hollis to the City of Tyler Tax Increment Reinvestment Zone (TIRZ) 3 Board of Directors, for the remainder of a term ending on May 22, 2027.	
Background: This appoint will fill the remainder of the term for TIRZ 3 Position 6	
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 # _____

RESOLUTION

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

WHEREAS, the Commissioners Court of Smith County, Texas considered adopting a resolution reappointing a board member to the Tax Increment Reinvestment Zone Board, Number 3 (North Tyler Area);

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Smith County, Texas hereby appoints _____ to serve on the Tax Increment Reinvestment Zone Board, Number 3 Position 6 (North Tyler Area); for the remainder of a two-year term ending May 22, 2027.

WITNESS OUR HANDS THIS 12th day of May, 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

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/4/2026	Submitted by: J Bell
Meeting Date: 5/12/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: City of Tyler TIRZ 4 Board of Directors Appt	
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 reappoint Ed Nichols and Casey Murphy to the City of Tyler Tax Increment Reinvestment Zone (TIRZ) 4 Board of Directors, for a two-year term beginning May 22, 2026, and ending May 22, 2028.	
Background: These reappoints will fill the term for the next two years for TIRZ 4 Positions 6 and 8.	
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 # _____

RESOLUTION

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

WHEREAS, the Commissioners Court of Smith County, Texas considered adopting a resolution reappointing a board member to the Tax Increment Reinvestment Zone Board, Number 4 (Downtown Tyler);

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Smith County, Texas hereby appoints _____ to serve on the Tax Increment Reinvestment Zone Board, Number 4 Position 6 (Downtown Tyler); for a term of two years beginning May 22, 2026 and ending May 22, 2028.

WITNESS OUR HANDS THIS 12th day of May, 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

RESOLUTION

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

WHEREAS, the Commissioners Court of Smith County, Texas considered adopting a resolution reappointing a board member to the Tax Increment Reinvestment Zone Board, Number 4 (Downtown Tyler);

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Smith County, Texas hereby appoints _____ to serve on the Tax Increment Reinvestment Zone Board, Number 4 Position 8 (Downtown Tyler); for a term of two years beginning May 22, 2026 and ending May 22, 2028.

WITNESS OUR HANDS THIS 12th day of May, 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

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/04/2026	Submitted by: J.Latch/Karin Smith
Meeting Date: 05/12/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Road Bond Independent Audit	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to award a contract to Macias Gini & O'Connell LLP in the amount of \$135,000 for RFP 17-26 Independent Auditing Services - Road Bond Expenditures and Compliance and authorize the County Judge to sign all related documentation.	
Background: The audit includes both on and off site collection of data and presentation of findings to Commissioners Court.	
Financial and Operational Impact: Funding to be determined by Commissioners Court	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: twilson@smith-county.com	Email: ksmith@smith-county.com
Name: jlatch@smith-county.com	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

STATE OF TEXAS
COUNTY OF SMITH

AGREEMENT BY AND BETWEEN THE COUNTY OF SMITH, TEXAS AND MACIAS GINI & O'CONNELL LLP

This Agreement for auditing services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Smith County, Texas ("County"), a political subdivision of the State of Texas, and Macias Gini & O'Connell LLP ("Contractor"), a Limited Liability Partnership with its principal place of business at 155 North Wacker Drive, Suite 4350 Chicago, IL 60606-1742, (individually "Party" and collectively "Parties").

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, Macias Gini & O'Connell LLP is a Limited Liability Partnership that provides professional accounting and auditing services;

WHEREAS, On February 17, 2026, the County issued RFP 17-26 (Exhibit A) pursuant to an Order of the Smith County Commissioners Court on January 27, 2026 seeking proposals for Independent Auditing Services for Smith County Road Bond Expenditures and compliance as specified in the RFP;

WHEREAS, The County received a proposal from Contractor dated March 18, 2026 ("Proposal") (Exhibit B) in response to the RFP.

WHEREAS, Based on the response provided the RFP Scoring Committee recommended to the Smith County Commissioners Court that the County engage in contract negotiations with Contractor for the auditing and compliance services as specified in the RFP;

WHEREAS, after engaging in contract negotiations, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

SECTION 1. AGREEMENT

- 1.1 **Scope of Services:** Contractor shall provide to the County the Independent Audit Services as specified in Exhibits A and B, and in accordance with the requirements as provided in Exhibit A. Contractor shall perform the Audit Services upon the terms and conditions set forth in this Agreement, and in Exhibit A.
- 1.2 **Compensation:** The County agrees to pay Contractor for the Audit Services at the hourly prices as provided in the table listed below. Compensation under this Agreement shall not exceed \$135,000.00 for the Audit Services during the term of this Agreement, unless the County consents in writing to an increase prior to the time the fee is incurred. The County will only reimburse for travel expenses in accordance with Exhibit E, the Smith County

Travel Policy.

Level	Hourly Rate
Partner	\$395
Director	\$350
Senior Manager	\$295
Manager	\$235
Senior/Supervisor	\$205
Associate	\$165
Administrative	\$75

Contractor Agrees that the maximum number of hours charged will not exceed 590 hours, including up to three on-site visits for auditing purposes and one final presentation to the Smith County Commissioners Court.

1.3 Exhibits:

- Exhibit A, RFP 17-26;
- Exhibit B, REP 17-26 Response and Proposal submitted March 18, 2026; and
- Exhibit C, Travel Reimbursement Policy

Each Exhibit included herein are incorporated by reference as if each were fully set forth herein for all purposes. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the services and any attachments or exhibits to this Agreement, then the terms and conditions provided herein for this Agreement shall prevail over attachments or other writings.

1.4 RFQ Terms and Conditions: All terms, conditions, and requirements of Exhibit A, the RFQ shall apply to this Agreement.

SECTION 2. CONTRACTOR'S OBLIGATIONS

2.1 Personnel: Contractor represents that only adequate, qualified personnel will be utilized for the timely performance of the Audit Services required under this Agreement, and that Contractor shall provide at its own expense adequate and sufficient personnel to perform the Audit Services when and as required, and without delay. Each employee of Contractors that performs work on the Audit Services shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any of Contractor's employees who, in the County's sole discretion, is incompetent or by whose conduct becomes detrimental to the performance of the Audit Services shall, upon request by County, be

immediately removed from performing any portion of the Audit Services.

- 2.2 Time for Performance: The Audit Services for RFP 17-26 shall be completed in accordance with the timeline specified in Exhibit B. Timing for completion of the Audit Services is of the essence. The Audit Services, shall be complete and the final presentation made to Commissioners Court no later than October 30, 2026. The Audit Services shall be in accordance with a written timeline provided to the County. If delivery or completion cannot be made in accordance with the timeline specified, Contractor must notify the County immediately and in writing. Notifying the County Auditor does not change the delivery or completion timelines unless this Agreement is amended according to its terms.
- 2.3 Reports: Contractor shall provide County with written reports upon completion of the Audit Services in both paper and electronic format, including charts, schedules, and other appended documentation.
- 2.4 Document Ownership: The written documentation created by Contractor in performing the Audit Services shall become the property of the County upon completion of the Audit Services for each applicable fiscal year, or in the event of termination or cancellation thereof. Upon completion of the Audit Services for each fiscal year, Contractor shall turn over to County all documents, papers, and other matter Contractor has in its possession related to the Audit Services.
- 2.5 Confidential Information: Contractor acknowledges that it and its employees may, in the course of performing work under this Agreement be exposed to or acquire information that is confidential to the County. Neither Contractor nor Contractor's employees shall disclose to any person or entity, other than the County, any information provided to, developed by, prepared by, used by, obtained by, or assembled by Contractor under this Agreement without the prior written approval of the County. Contractor must secure and maintain the confidentiality of records and information to which Contractor may have access during the performance of this Agreement to prevent theft or inadvertent disclosure of confidential information. Notwithstanding the foregoing, Contractor acknowledges that County is a governmental entity subject to the Texas Public Information Act as provided in Section 10.16.
- 2.6 Security Breach: Contractor shall notify the County in writing immediately upon learning of any security breach affecting information acquired or developed pursuant to this Agreement.

SECTION 3. INVOICES

- 3.1 Prompt Payment: Invoices submitted hereunder shall be paid in accordance with Texas Government Code Chapter 2251. If there is any dispute concerning the invoice, the County will notify the Contractor. The County will not pay an invoice if there is a dispute about the accuracy of the invoice, or the Audit Services are not to the satisfaction of the County.
- 3.2 Invoices: Contractor agrees to provide County with itemized invoices showing hours worked and the applicable hourly rate upon completion of defined tasks. In submitting the invoices, Contractor acknowledges and by execution of this Agreement certifies that:
 - a. The invoices were carefully reviewed for a detailed description of the Audit

Services performed;

- b. The Audit Services were performed in compliance with the Agreement,
- c. The total amount of the invoice and all invoices previously submitted do not exceed the contractual cap of the Agreement, and
- d. All appropriate and required supporting documentation is attached.

3.3 Invoice Documentation: The County may, in its sole discretion, require additional documentation to support payment, and Contractor shall provide such documentation within five (5) days of the request.

SECTION 4. TERM AND TERMINATION

4.1 Term: Contractor shall render the Audit Services in accordance with the terms of this Agreement for the specified time as provided in Section 2.2 of this agreement beginning on the Effective Date. The Agreement shall continue until terminated in accordance with the terms of this Agreement.

4.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

4.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.

4.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

4.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience by providing written notice to the Contractor in accordance with Section 10.18. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

4.6 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 10.18 unless the applicable termination provision specifies otherwise.

4.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

4.8 Payment After Termination: If County terminates this Agreement, Contractor shall be

entitled only to payment for services already rendered prior to the termination date.

SECTION 5. INTERPRETATION

- 5.1 **Interpretation:** In the event of any discrepancy between this Agreement and its exhibits, the documents shall be given the following priority: 1) this Agreement 2) Exhibit A, RFP 17-26 3) Exhibit B, REP 17-26 Response and 4) Proposal submitted March 18, 2026.

SECTION 6. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

- 6.1 **Permits; Compliance with Laws and Regulations:** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of this Agreement prior to commencing the work contemplated by this Contract. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the performance of this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR

- 7.1 **Independent Contractor:** Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Contract. Contractor shall exercise independent judgment in performing duties under this Contract, and in cooperation with the relevant County department, is solely responsible for setting working hours, scheduling or prioritizing the work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor the agent, servant, or employee of the County.

SECTION 8. INDEMNITY

- 8.1 **INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED**

TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT. SECTION 9. INSURANCE REQUIREMENTS

9.1 Contractor Insurance Requirements: Contractor shall procure, pay for, and maintain

insurance coverage during the term of this Contract, with a company authorized to do business in the State of Texas having an “AM BEST” rating of A- or better, and otherwise acceptable to the County. Contractor agrees to maintain the following insurance coverages:

- a. Workers Compensation in accordance with the laws of the State of Texas
- 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. Comprehensive 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 policy holder.
- d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of 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.

9.2 Additional Insured: Contractor’s insurance policies that cover performance under this Agreement shall name the County as an additional insured. Contractor shall provide County with unaltered original insurance certificates endorsed by the underwriter prior to beginning work under this Agreement.

9.3 Waiver of Subrogation: All liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the County.

9.4 Cancellation or Changes: No cancellation of or changes to the certificates or policies may be made without providing Smith County thirty (30) days prior written notice.

9.5 No Decreased Liability: Insurance coverages do not relieve or decrease the liability of Contractor.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Jurisdiction and Venue: This Agreement is made and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought directly or indirectly by reason of this Agreement between Contractor and County shall be in Smith County, Texas. This Agreement is made and is to be performed in Smith County, Texas.

10.2 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Smith County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Smith County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of

termination.

- 10.3 Assignment. Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County, unless the assignment is to an entity that is directly or indirectly controlled by, or is in common control with the assigning entity. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment. If the assignment is to an entity that is directly or indirectly controlled by, or is in common control with the assigning entity, the assigning entity must provide the County with thirty (30) days prior written notice. If Contractor fails to comply with the terms of this section, County, in its sole discretion, may terminate the Agreement subject to the provision of Section 4.7.
- 10.4 Right of Review and Audit: County shall have the right to audit, at County's election, all of Contractor's records and billings relating to the performance of this Agreement as may be reasonably necessary for County to confirm its payment obligations under this Contract. Contractor agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by an audit under this section.
- 10.5 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 10.6 No Arbitration: A dispute arising under or related to this Agreement shall not be subject to arbitration.
- 10.7 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 10.8 Entire Agreement: This Contract, together its exhibits, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract.

- 10.9 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.
- 10.10 Tax Exempt: The County is a tax-exempt organization. The County will not pay taxes from which it is exempt. The County can provide tax exempt paperwork upon request.
- 10.11 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.
- 10.12 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Smith County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Agreement.
- 10.13 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 10.14 Amendments: Any amendment, modification, or addition to this Agreement or its exhibits must be in writing and approved by Contractor and the Smith County Commissioners Court.
- 10.15 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 10.16 Public Information: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County and its employees, officers, and officials may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County and its employees, officers, and officials shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 10.17 No Debt: No debt shall be incurred, or deemed to have been incurred, under this Agreement by the County. Payments by County to Contractor for the Audit Services provided under this Agreement must be made from current revenues available to County. The payment of funds under any provision of the Agreement by County is contingent upon an appropriation by County to cover provisions of the Agreement. In the event that County fails to appropriate sufficient funds to cover the Audit Services contemplated by this Agreement during budget planning and adoption for any of the fiscal years from the Effective Date, County will notify Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as

to whether any appropriation will be made by the governing body of the County. The failure of County to appropriate sufficient funds will not cause County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. County shall pay Contractor for any services rendered under this Agreement prior to the effective date of the termination.

- 10.18 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

County: Smith County
 Attn: County Judge
 200 E. Ferguson, Suite 100
 Tyler, Texas 75702

With a copy to: Smith County Auditor
 200 E. Ferguson
 Suite 407
 Tyler, Texas 75702

Contractor: Macias Gini & O'Connell LLP
 155 North Wacker Drive, Suite 4350
 Chicago, IL 60606-1742

- 10.19 State of Texas Contractual Requirements: he 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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2025.

SMITH COUNTY

MACIAS GINI & O’CONNELL LLP

Neal Franklin, County Judge

Authorized Agent

Date

Title

ATTEST:

Date

Karen Phillips, County Clerk

AUDITOR’S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Smith County under this contract.

Karin Smith, Smith County Auditor

RFP 17-26 INDEPENDENT AUDITING SERVICES - ROAD BOND EXPENDITURES AND COMPLIANCE

COMPANY	SCORE
MACIA GINI& O'CONNELL LLP	84

Evaluation Criteria	Points Available
Price submitted in offer	30
The firm's experience in providing audits of governmental entities as described in the scope of services	20
Qualifications of staff. The experience and expertise of staff assigned to the the audit includes work-related experience, education, and certification, and tenure with the firm	20
Audit strategy/Work Proposal Approach	15
References and any exceptions taken	10
Timeline and Key Dates for completing the Project	5
Total Possible Points	100

Scope of Services

1. Purpose and Objectives

The purpose of this engagement is to conduct an independent audit of road bond expenditures to determine whether bond proceeds were:

- Used solely for voter-authorized and legally permissible purposes
- Expended in compliance with bond covenants, official statements and authorizing resolutions.
- Properly recorded, reported, and supported by adequate documentation
- Managed with appropriate internal controls and oversight

2. Period Under Review

The audit shall cover bond activity from **bond issuance date through 9/30/25** including all expenditures, encumbrances, and remaining balances during the audit period. This includes Infrastructure series 2018, 2019, 2020, 2021, 2022, and 2024.

3. Audit Standards

The audit shall be conducted in accordance with:

- Generally Accepted Government Auditing Standards (GAGAS)
- Applicable state and local laws and regulations

4. Scope of Audit Procedures

A. Bond Authorization and Legal Compliance

- Review voter authorization language, bond ordinances/resolutions, and official statements
- Identify allowable and prohibited uses of bond proceeds
- Evaluate compliance with statutory, constitutional, and contractual requirements
- Assess adherence to any time, geographic, or project-specific restrictions

B. Expenditure Testing

- Verify expenditures are directly related to authorized road and infrastructure projects and identify the amount spend per road.
- Confirm expenditures are supported by invoices, contracts, and payment approvals
- Review eligibility of costs (e.g., construction, engineering, land acquisition, soft costs)

C. Project-Level Review

- Reconcile project budgets to actual expenditures
- Evaluate whether funds were used for approved road projects and locations
- Review change orders for compliance with procurement and authorization requirements
- Assess whether cost overruns or reallocations were properly approved

- 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.

D. Procurement and Contract Compliance

- Review procurement processes for compliance with applicable laws and policies
- Evaluate contractor selection, bidding, and contract award procedures
- Test compliance with contract terms, including pricing, scope, and deliverables

E. Financial Reporting and Accounting

- Reconcile bond fund balances to the general ledger and financial statements
- Review accuracy of bond expenditure reporting to governing bodies and the public
- Assess compliance with accounting and fund-tracking requirements

5. Deliverables

The auditor shall provide:

- A written audit report detailing findings, conclusions, and recommendations. Written report shall contain the dollar amount spent per road.
- Identification of any noncompliant expenditures and questioned costs
- Recommendations for corrective action and improved controls
- An executive summary suitable for public release and governing-body presentation
- Presentation of findings to Commissioners Court

Proposal Submission Instructions

Firms are responsible for making a careful examination of the RFP scope and complying with all terms and requirements. Firm must supply concise statements sufficient to define its proposal and provide an adequate basis for Smith County's evaluation of the proposal. Firm's proposal in response to this RFP will be incorporated into the final agreement between Smith County and the selected Firm. The submitted proposals must include each of the following sections in the order listed below:

- 1. Cover Page** - Proposals must be signed and include the firm's name, local address, telephone number, contact email address, the name of the person authorized to submit the proposal, along with the person's title and telephone number, and the name and title of the person authorized to negotiate and execute a contract.
- 2. Executive Summary** - Include an Executive Summary section indicating the bidder's understanding of the scope of the proposal, general overview of proposed plan to provide the requested services, a statement as to the bidder's qualifications to perform the services, proposed team and resources available to perform the audit services, the principal contact, and specifics about what uniquely qualifies your firm to conduct the request audit services.

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/5/2026	Submitted by: J Bell
Meeting Date: 5/12/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Chapter 391	
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 resolution approving the formation of and participation in of the Smith County Van Zandt County Sub-Regional Planning Commission, pursuant to Texas Local Government Code, Chapter 391.	
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 checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@smith-county.com
Name: Judge Franklin	Email: nfranklin@smith-county.com
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 # _____



STATE OF TEXAS

§
§
§

IN THE COMMISSIONERS COURT

COUNTY OF SMITH

RESOLUTION OF THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, AUTHORIZING AND APPROVING THE FORMATION OF AND PARTICIPATION IN A SUB-REGIONAL PLANNING COMMISSION PURSUANT TO CHAPTER 391, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, Chapter 391 of the Texas Local Government Code encourages and permits local governmental units to join and cooperate to improve the health, safety, and general welfare of their residents and to plan for the future development of communities, areas, and regions; and

WHEREAS, Chapter 391 authorizes any combination of at least two (2) counties and/or municipalities to agree to establish a commission to plan for a sub-region consistent with the geographic boundaries for state planning regions or subregions delineated by the Governor; and

WHEREAS, Smith County and Van Zandt County are both located within the East Texas Council of Governments (ETCOG) and share common goal to improve the health, safety, and general welfare of their residents, plan for the future development of communities, areas, and regions so that the planning of transportation systems is improved, adequate street, utility, health, educational, recreational, and other essential facilities are provided as the communities, areas, and regions grow, to ensure the needs of agriculture, business, and industry are recognized, to advocate that healthful surroundings for family life in residential areas are provided, to advocate that historical and cultural values are preserved, and for the efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions; and

WHEREAS, the Commissioners Court of Smith County, Texas, finds that it is in the public interest and to the benefit of the residents of Smith County and the citizens of this state to form and participate in a sub-regional planning commission to address these shared planning needs through cooperative study, research, policy development, and coordination with state agencies;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF SMITH COUNTY, TEXAS, THAT:

Section 1. Authorization.

The following actions are hereby authorized:

(A) The creation of and Smith County’s participation in a sub-regional planning commission pursuant to Chapter 391, Texas Local Government Code, is approved;

(B) The initial sub-region shall consist of the territory under the jurisdiction of Smith County and Van Zandt County, including the entirety of the their jurisdictional limits, consistent with applicable state planning region boundaries; and

(C) The Smith Commissioners Court is authorized to take all steps necessary and required under Chapter 391, Texas Local Government Code, to establish and join the commission, including establishing by laws for management, supervision and control of the business and affairs of the Committee. Smith County, Van Zandt County, and any other participating governmental units will make the initial appointment of two representatives, who shall be elected officials, to serve on the commission’s governing body.

(D) The Smith County Commissioners Court hereby appoints the following two elected officials as voting members:

- 1. _____
- 2. _____

(E) The Smith County Commissioners Court hereby agrees that State Representative for House District 6, Daniel Alders shall act at ex officio, nonvoting member of the Commission.

Section 2. Purpose.

The purpose of the sub-regional planning commission shall include, without limitation:

(A) Cooperating and coordinating with participating local governmental units to plan for matters dealing with the health, safety, and general welfare of their residents, plan for the future development of communities, areas, and regions so that the planning of transportation systems is improved, adequate street, utility, health, educational, recreational, and other essential facilities are provided as the communities, areas, and regions grow, to ensure the needs of agriculture, business, and industry are recognized, to advocate that healthful surroundings for family life in residential areas are provided, to advocate that historical and cultural values are preserved, and for the efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions:

(B) Studying, researching, and developing plans, policies, and priorities regarding the above-mentioned propose of the committee;

- (C) Protecting and preserving the health, safety, and welfare of the people of the sub-region; and
- (D) Coordinating with federal and state agencies to the greatest extent feasible, as required by Texas Local Government Code §391.009(c), on matters affecting the sub-region.

Section 3. Effective Date and Further Actions.

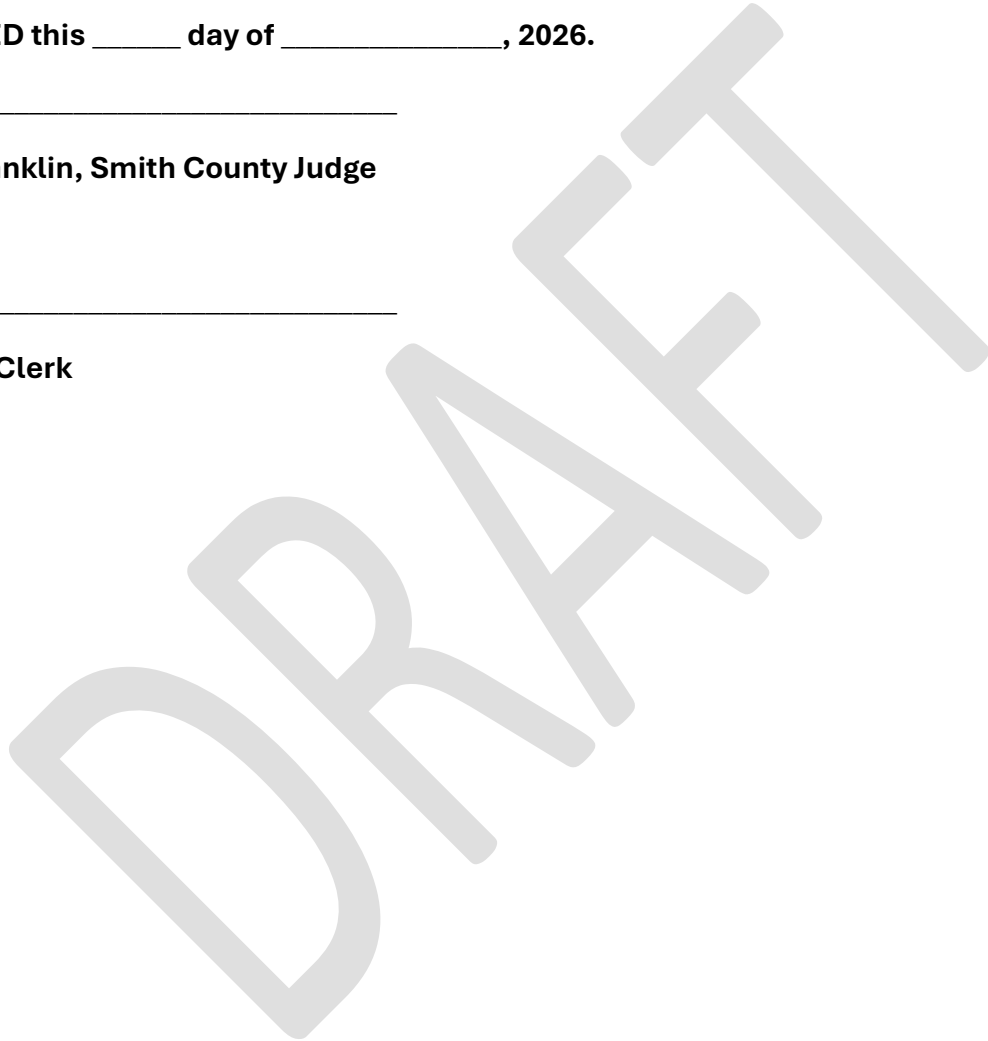
This Resolution shall take effect immediately upon adoption and shall authorize the appropriate county staff to take all actions necessary to implement the provisions of this Resolution.

ADOPTED this _____ day of _____, 2026.

Neal Franklin, Smith County Judge

ATTEST:

County Clerk



6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/5/2026	Submitted by: J Bell
Meeting Date: 5/12/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Chapter 391 Appt	
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 appoint two members of the Smith County Van Zandt County Sub-Regional Planning Commission, pursuant to Texas Local Government Code, § 391.006.	
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 checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: T Wilson	Email: twilson@smith-county.com
Name: J Bell	Email: jbell2@smith-county.com
Name: Judge Franklin	Email: nfranklin@smith-county.com
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 04/29/2026	Submitted by: Michelle Allcon
Meeting Date: 05/12/2026	Department: Elections
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to include the Smith County Elections Administration non-exempt employees to receive double time pay for a worked county designated holiday, as referenced in the handbook Section 5.9.1 Holiday Pay.	
Background:	
Financial and Operational Impact: Budget Transfer Necessary in amount of \$600.00	
Attachments: Yes <input type="checkbox"/> No <input checked="" 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 checked="" 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 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

Budget Transfer Request

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

DEPARTMENT:

--

TRANSFER FROM:

Account Name	Account Number	Amount

TRANSFER TO:

Account Name	Account Number	Amount

BRIEF EXPLANATION FOR REQUEST:

Department Head:

Auditor's Office

Michelle Allcon

Signature

Date

Signature

Date

Name (Please Print)

Approved by Commissioners Court

Date

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/04/2026	Submitted by: Michelle Allcon
Meeting Date: 05/12/2026	Department: Elections
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Elections	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve the purchase of DocAccess from CivicPlus for a 1-year term under the General Services Administration (GSA) contract and authorize the County Judge to sign all necessary documentation.	
Background: 1-year term contract for DocAccess, a document accessibility platform that scans, converts, and monitors PDF documents on and off the Smith County website to support ADA and Section 508 compliance efforts for users with disabilities. This purchase is covered under the Federal Purchasing Administration, General Services Administration (GSA).	
Financial and Operational Impact: A budget transfer within special fund 61 has been submitted to cover the cost.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Michelle Allcon	Email: mallcon@smith-county.com
Name: Don Bell	Email: dbell@smith-county.com
Name: Amber Niles	Email: aniles@smith-county.com
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 # _____

Master Services Agreement

Updated on Aug 15, 2025 • Published on Jul 14, 2025

🕒 25 minute(s) read • 🎧 Listen

> Article summary

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer are referred to herein individually as "Party" and jointly as "Parties".

Important Note

Last updated in May 2024.

Recitals

WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, the Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support, and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out

and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:
 - a. license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
 - b. adapt, alter, modify, or make derivative works based upon any CivicPlus Property;

- c. create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;
- d. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
- e. make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
- f. access any CivicPlus Property in order to:
 - i. build a competitive product or service,
 - ii. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
 - iii. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the [CivicPlus "Help Center"](#). CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates

new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use commercially reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer:
 - a. promptly notifying CivicPlus of any claim in writing;
 - b. cooperating with CivicPlus in the defense of the claim; and
 - c. granting CivicPlus sole control of the defense or settlement of the claim.

The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor, or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and

cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:
 - a. infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy;
 - b. contains any defamatory material; or
 - c. violates any federal, state, local, or foreign laws, regulations, or statutes.
19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to:
 - a. be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the [CivicPlus Terms of Use](#);
 - b. be solely responsible for the Customer data;
 - c. obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services;
 - d. use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing;
 - e. use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and

- f. use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except:
- a. in order to provide the Services;
 - b. to prevent or address service or technical problems in connection with support matters;
 - c. as specifically directed or expressly permitted in writing by Customer;
 - d. in compliance with our Privacy Policy; or
 - e. if compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to

the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.
26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online [CivicPlus Help Center](#) to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omnichannel support tickets, and access [solution-specific support contact methods](#).
28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third-party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Sections 32 and 33 apply:
 - a. to liability for negligence;
 - b. regardless of the form of action, whether in contract, tort, strict product liability, or otherwise;

- c. even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and
- d. even if Customer's remedies fail of their essential purposes.

If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties & Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of:
- a. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or
 - b. use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE

ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third-party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties, and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent / Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good-faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Additional Resources

- [CivicPlus Product Terms of Use](#)
- [CivicPlus Privacy Policy](#)

Solutions and Services Terms and Conditions

Updated on Mar 30, 2026 • Published on Aug 15, 2025

🕒 1 minute(s) read • 🎧 Listen

> Article summary

Please read these terms carefully.

The applicable CivicPlus Solution and Services Terms and Conditions (those terms for the specific CivicPlus solutions and services you have purchased via a statement of work) form part of the legal and binding agreement between the Customer and CivicPlus and are hereby incorporated therein (referred to as the "Solution and Services Terms").

If you are using any of the solutions and services described below, the terms corresponding to those solutions and services apply to your use. CivicPlus periodically updates this page by posting a revised terms on this page, please check back here for current information.

Definitions used throughout the Solutions and Services Terms and are defined herein, any capitalized term used herein not defined shall have the definition ascribed to in the [Master Services Agreement \("MSA"\)](#) or the applicable Statement of Work ("SOW") signed by the Customer. In the event of a conflict between the terms herein and any applicable [SOW](#), the applicable SOW shall control.

- "Customer Data" means data, information, or material that the Customer, or its residents, submit to the Service in the course of using the Service data, information, or material that the Customer submit to the Service in the course of using the Service.
- "MSA" means the [CivicPlus Master Services Agreement](#).
- "Services" used herein shall refer to the solutions and services listed on the Customer's Statement of Work and within in each respective article and/or header.
- "Parties" means CivicPlus, [LLC \("CivicPlus"\)](#) and the Customer that enters into engagement for Services with CivicPlus.
- "PHI" means protected health information.
- "PII" means personally identifiable information.
- "PCI" means payment card industry information.

- "SOW" means the applicable Statement of Work signed by the Customer for CivicPlus Services.

Solution and Service-Specific Resources

- [SeeClickFix 311 CRM Terms](#)
- [Accessibility Compliance and Web Governance \(Monsido\) Terms](#)
- [Agenda Meetings and Management Terms](#)
- [Asset Management Terms](#)
- [AudioEye | Managed for Municipal Websites Hosted by CivicPlus](#)
- [AudioEye | Managed for Recreation Management Solution](#)
- [AudioEye Off-Platform Solution](#)
- [CivicPlus Payments | Embedded and External Processor Terms](#)
- [CivicPlus' Proprietary API Acceptable Use Policy](#)
- [CivicPlus Video Terms](#)
- [Community Development Terms](#)
- [Municode Codification Terms of Use](#)
- [CommonLook - PDF Remediation Services](#)
- [Mass Notification System Terms](#)
- [Municipal Websites Terms](#)
- [Post-Contract Services \(PCS\) Terms](#)
- [Process Automation and Digital Services Terms](#)
- [NextRequest Terms](#)
- [Recreation Management Terms](#)
- [Self-Publishing Software Terms](#)
- [Social Media Archiving Terms](#)
- [Utility Billing](#)



GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	30	\$4,470.30
Project Manager	\$135.86	60	\$8,151.60
Network Consultant	\$135.86	20	\$2,717.20
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	155	\$20,379.40
Graphic Designer	\$109.57	0	\$0.00
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	120	\$13,148.40
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	20	\$1,788.20
Content Developer	\$80.64	80	\$6,451.20
Subtotal			\$57,106.30
Discount			(\$1,564.50)
Total Fees Year 1			\$55,541.80

PROJECT IMPLEMENTATION AND DEPLOYMENT

- DocAccess: DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.
- DocAccess Implementation

Total Initial Term Fees 55,541.80

Standard Renewal Term Annual Services (subject to uplift) \$52,041.80

1. Performance and payment under this Statement of Work ("SOW") by and between Smith County, TX ("Customer") and CivicPlus, LLC ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect for an initial period of twelve (12) months beginning on the date of the Customer signing this Agreement (the "Effective Date"). This SOW may be renewed for an additional 1-year Renewal Term upon mutual agreement between the Parties.
3. The Total Initial Term Fees will be invoiced as follows: 100% upon signing.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
6. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.



GSA Statement of Work for **Smith County, TX**

GSA Contract GS-35F-0124U

7. If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to: <https://www.smith-county.com/>.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/04/2026	Submitted by: Christina Haney
Meeting Date: 05/12/2026	Department: Purchasing
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Award Road and Bridge Bids	
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 contracts for the following bids and authorize the County Judge to sign all related documentation. a. RB-02-26 Seal Coat Program b. RB-27-26 Pavement Preservation Program c. RB-28-26 Road Improvements to CR 42 (SH110 to FM 724) d. RB-29-26 Road Improvements to CR 178 (CR 192 to CR 168) & CR 167	
Background: Purchasing requested permission to bid on 1/27/2026 for RB-02-26. Purchasing requested permission to bid on 4/7 for RB-27, RB-28, and RB-29.	
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: Frank Davis	Email:
Name: Jordan Norris	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 Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____

RB-02-26

TABULATION OF BIDS				<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>	
Project Number: RB-02-26 Date: 23-Apr-2026				MISSOURI PETROLEUM PRODUCTS COMPANY, LLC		REYNOLDS & KAY, LTD		TEXANA LAND & ASPHALT		INTERMOUNTAIN SLURRY SEAL, INC	
Project Limits: FY26 SEAL COAT PROGRAM				TYLER		TYLER		SULPHUR SPRINGS		SALT LAKE CITY, UT	
<u>CR 2142 (FM 345 to FM 346)</u>				1		2		3		4	
<u>CR 21 (US 31 to FM 850)</u>											
<u>CR 246 (US 64 to FM 850)</u>											
<u>CR 133 (FM 2493 to CR 178)</u>											
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

CR 2142 SEAL COAT

316	42,800	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-B GR-4 OR TY-L GR-4) (1:100) EMULS ASPH (CRS-2P) (.42 Gal/SY)	\$2.97	\$ 127,116.00	\$2.90	\$ 124,120.00	\$3.22	\$ 137,816.00	\$4.00	\$ 171,200.00
502	2	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 200.00	\$560.00	\$ 1,120.00	\$850.00	\$ 1,700.00	\$1,230.00	\$ 2,460.00
666-A	31,400	LF	REFL PAV MRK TY I (W) 6" (SLD)	\$0.60	\$ 18,840.00	\$0.67	\$ 21,038.00	\$0.60	\$ 18,840.00	\$0.48	\$ 15,072.00
666-B	31,400	LF	REFL PAV MRK TY I (Y) 6" (SLD)	\$0.60	\$ 18,840.00	\$0.67	\$ 21,038.00	\$0.60	\$ 18,840.00	\$0.48	\$ 15,072.00
666-C	36	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$6.50	\$ 234.00	\$7.30	\$ 262.80	\$6.50	\$ 234.00	\$7.00	\$ 252.00
672-A	786	EA	REFL PAV MRKR TY I-A-A (DOUBLE)	\$5.00	\$ 3,930.00	\$5.60	\$ 4,401.60	\$5.00	\$ 3,930.00	\$3.75	\$ 2,947.50
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
TOTAL CR 2142 IMPROVEMENTS				\$ 174,160.00		\$ 176,980.40		\$ 186,360.00		\$ 212,003.50	

CR 21 SEAL COAT

316	50,100	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-B GR-4 OR TY-L GR-4) (1:100) EMULS ASPH (CRS-2P) (.42 Gal/SY)	\$2.97	\$ 148,797.00	\$2.90	\$ 145,290.00	\$3.22	\$ 161,322.00	\$4.00	\$ 200,400.00
502	2	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 200.00	\$560.00	\$ 1,120.00	\$850.00	\$ 1,700.00	\$1,230.00	\$ 2,460.00
666-A	33,000	LF	REFL PAV MRK TY I (W) 6" (SLD)	\$0.60	\$ 19,800.00	\$0.67	\$ 22,110.00	\$0.60	\$ 19,800.00	\$0.48	\$ 15,840.00
666-B	33,000	LF	REFL PAV MRK TY I (Y) 6" (SLD)	\$0.60	\$ 19,800.00	\$0.67	\$ 22,110.00	\$0.60	\$ 19,800.00	\$0.48	\$ 15,840.00
666-C	50	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$6.50	\$ 325.00	\$7.30	\$ 365.00	\$6.50	\$ 325.00	\$7.00	\$ 350.00
672-A	826	EA	REFL PAV MRKR TY I-A-A (DOUBLE)	\$5.00	\$ 4,130.00	\$5.60	\$ 4,625.60	\$5.00	\$ 4,130.00	\$3.75	\$ 3,097.50
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00		\$ -
TOTAL CR 21 IMPROVEMENTS				\$ 198,052.00		\$ 200,620.60		\$ 212,077.00		\$ 237,987.50	

RB-02-26

TABULATION OF BIDS				<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>		<u>BID OF</u>	
Project Number: RB-02-26		Date: 23-Apr-2026		MISSOURI PETROLEUM PRODUCTS COMPANY, LLC		REYNOLDS & KAY, LTD		TEXANA LAND & ASPHALT		INTERMOUNTAIN SLURRY SEAL, INC	
Project Limits: FY26 SEAL COAT PROGRAM				TYLER		TYLER		SULPHUR SPRINGS		SALT LAKE CITY, UT	
<u>CR 2142 (FM 345 to FM 346)</u>				1		2		3		4	
<u>CR 21 (US 31 to FM 850)</u>											
<u>CR 246 (US 64 to FM 850)</u>											
<u>CR 133 (FM 2493 to CR 178)</u>											
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

CR 246 SEAL COAT

316	75,600	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-B GR-4 OR TY-L GR-4) (1:100) EMULS ASPH (CRS-2P) (.42 Gal/SY)	\$2.97	\$ 224,532.00	\$2.90	\$ 219,240.00	\$3.22	\$ 243,432.00	\$4.00	\$ 302,400.00
502	3	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 300.00	\$560.00	\$ 1,680.00	\$850.00	\$ 2,550.00	\$1,230.00	\$ 3,690.00
666-A	60,600	LF	REFL PAV MRK TY I (W) 6" (SLD)	\$0.60	\$ 36,360.00	\$0.67	\$ 40,602.00	\$0.60	\$ 36,360.00	\$0.48	\$ 29,088.00
666-B	60,600	LF	REFL PAV MRK TY I (Y) 6" (SLD)	\$0.60	\$ 36,360.00	\$0.67	\$ 40,602.00	\$0.60	\$ 36,360.00	\$0.48	\$ 29,088.00
666-C	120	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$6.50	\$ 780.00	\$7.30	\$ 876.00	\$6.50	\$ 780.00	\$7.00	\$ 840.00
672-A	760	EA	REFL PAV MRKR TY I-A-A (SINGLE)	\$5.00	\$ 3,800.00	\$5.60	\$ 4,256.00	\$5.00	\$ 3,800.00	\$3.75	\$ 2,850.00
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
TOTAL CR 246 IMPROVEMENTS				\$	307,132.00	\$	312,256.00	\$	328,282.00	\$	372,956.00

CR 133 SEAL COAT

316	17,800	SY	ONE COURSE SURFACE TREATMENT: AGGR (TY-B GR-4 OR TY-L GR-4) (1:100) EMULS ASPH (CRS-2P) (.42 Gal/SY)	\$2.97	\$ 52,866.00	\$2.90	\$ 51,620.00	\$3.22	\$ 57,316.00	\$4.00	\$ 71,200.00
502	2	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 200.00	\$560.00	\$ 1,120.00	\$850.00	\$ 1,700.00	\$1,230.00	\$ 2,460.00
666-A	14,200	LF	REFL PAV MRK TY I (W) 6" (SLD)	\$0.60	\$ 8,520.00	\$0.67	\$ 9,514.00	\$0.60	\$ 8,520.00	\$0.48	\$ 6,816.00
666-B	14,200	LF	REFL PAV MRK TY I (Y) 6" (SLD)	\$0.60	\$ 8,520.00	\$0.67	\$ 9,514.00	\$0.60	\$ 8,520.00	\$0.48	\$ 6,816.00
666-C	60	LF	REFL PAV MRK TY I (W) 24" (SLD)	\$6.50	\$ 390.00	\$7.30	\$ 438.00	\$6.50	\$ 390.00	\$7.00	\$ 420.00
672-A	178	EA	REFL PAV MRKR TY I-A-A (SINGLE)	\$5.00	\$ 890.00	\$5.60	\$ 996.80	\$5.00	\$ 890.00	\$3.75	\$ 667.50
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
TOTAL CR 133 IMPROVEMENTS				\$	76,386.00	\$	78,202.80	\$	82,336.00	\$	93,379.50

TOTAL AMOUNT BID - RB-02-26				\$	755,730.00	\$	768,059.80	\$	809,055.00	\$	916,326.50
------------------------------------	--	--	--	-----------	-------------------	-----------	-------------------	-----------	-------------------	-----------	-------------------

RB-27-26

TABULATION OF BIDS				BID OF		BID OF	
Project Number:		RB-27-26		INNOVATIVE ROADWAY, LLC		ENGINEER'S ESTIMATE	
Date:		23-Apr-2026		1		4	
Project Limits:							
FY26 PAVEMENT PRESERVATION PROGRAM							
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension
3001-A	140,000	SY	ASPHALT PAVEMENT PRESERVATION 2.5 LBS/SY, WITH CURB & GUTTER	\$2.80	\$ 392,000.00	\$3.00	\$ 420,000.00
3001-B	37,500	SY	ASPHALT PAVEMENT PRESERVATION 2.5 LBS/SY, WITHOUT CURB & GUTTER	\$2.30	\$ 86,250.00	\$2.00	\$ 75,000.00
502	8	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$100.00	\$ 800.00	\$200.00	\$ 1,600.00
8000	1	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
TOTAL AMOUNT BID:				\$	484,050.00	\$	501,600.00

RB-28-26

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF		BID OF	
Project Number: RB-28-26 Date: 23-Apr-2026				TEXANA LAND & ASPHALT		REYNOLDS & KAY, LTD		A. E. SHULL & COMPANY		JLC EXCAVATION, LLC		EAST TEXAS BRIDGE, INC	
Project Limits: ROADWAY IMPROVEMENTS TO CR 42 (SH 110 to FM 724)				SULPHUR SPRINGS 1		TYLER 2		TYLER 3		CANTON 4		LONGVIEW 5	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
100	124.00	STA	PREPARING ROW	\$31.00	\$ 3,844.00	\$78.00	\$ 9,672.00	\$68.00	\$ 8,432.00	\$280.59	\$ 34,793.16	\$100.00	\$ 12,400.00
134	124.00	STA	BACKFILL PVMT EDGE (TY B)	\$50.00	\$ 6,200.00	\$79.00	\$ 9,796.00	\$15.00	\$ 1,860.00	\$83.60	\$ 10,366.40	\$200.00	\$ 24,800.00
150	10.00	HR	BLADING FOR DITCH MAINTENANCE	\$85.00	\$ 850.00	\$200.00	\$ 2,000.00	\$90.00	\$ 900.00	\$162.31	\$ 1,623.10	\$100.00	\$ 1,000.00
251	34,800.00	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$1.95	\$ 67,860.00	\$2.12	\$ 73,776.00	\$2.10	\$ 73,080.00	\$1.44	\$ 50,112.00	\$3.00	\$ 104,400.00
275-A	412.00	TON	CEMENT (3.5%)(24 LBS/SY)	\$240.00	\$ 98,880.00	\$260.00	\$ 107,120.00	\$295.00	\$ 121,540.00	\$264.66	\$ 109,039.92	\$260.00	\$ 107,120.00
275-B	34,800.00	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$2.20	\$ 76,560.00	\$1.45	\$ 50,460.00	\$2.00	\$ 69,600.00	\$2.35	\$ 81,780.00	\$2.50	\$ 87,000.00
310	6,300.00	GAL	PRIME COAT (MC-30)	\$0.01	\$ 63.00	\$0.01	\$ 63.00	\$0.01	\$ 63.00	\$2.95	\$ 18,585.00	\$5.50	\$ 34,650.00
340	3,850.00	TON	D-GR HMA TY-C (SURF)	\$141.00	\$ 542,850.00	\$149.00	\$ 573,650.00	\$160.50	\$ 617,925.00	\$157.46	\$ 606,221.00	\$168.00	\$ 646,800.00
502	10.00	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$500.00	\$ 5,000.00	\$110.00	\$ 1,100.00	\$372.00	\$ 3,720.00	\$3,050.59	\$ 30,505.90	\$1,000.00	\$ 10,000.00
560	10.00	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$0.01	\$ 0.10	\$0.01	\$ 0.10	\$0.01	\$ 0.10	\$61.01	\$ 610.10	\$500.00	\$ 5,000.00
666-A	24,800.00	LF	REFL PAV MRK TY I (Y) 6" (SLD) (090MIL)	\$0.60	\$ 14,880.00	\$0.67	\$ 16,616.00	\$0.65	\$ 16,120.00	\$0.72	\$ 17,856.00	\$0.65	\$ 16,120.00
666-B	24,800.00	LF	REFL PAV MRK TY I (W) 6" (SLD) (090MIL)	\$0.60	\$ 14,880.00	\$0.67	\$ 16,616.00	\$0.65	\$ 16,120.00	\$0.72	\$ 17,856.00	\$0.65	\$ 16,120.00
666-C	60.00	LF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	\$6.50	\$ 390.00	\$8.00	\$ 480.00	\$7.00	\$ 420.00	\$11.10	\$ 666.00	\$7.00	\$ 420.00
672	620.00	EA	REFL PAV MRKR TY II-A-A	\$5.00	\$ 3,100.00	\$5.50	\$ 3,410.00	\$5.50	\$ 3,410.00	\$11.10	\$ 6,882.00	\$5.50	\$ 3,410.00
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
TOTAL CR 42 IMPROVEMENTS				\$	845,357.10	\$	874,759.10	\$	943,190.10	\$	996,896.58	\$	1,079,240.00

RB-29-26

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF		BID OF	
Project Number: RB-29-26 Date: 23-Apr-2026				TEXANA LAND & ASPHALT		A. E. SHULL & COMPANY		JLC EXCAVATION, LLC		EAST TEXAS BRIDGE, INC.		REYNOLDS & KAY, LTD	
Project Limits: ROADWAY IMPROVEMENTS TO				SULPHUR SPRINGS		TYLER		CANTON		LONGVIEW		TYLER	
CR 178 (CR 192 to CR 168)				1		2		3		4		5	
CR 167 (CR 178 to CR 165)													
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

CR 178 ROAD IMPROVEMENTS

100	104.00	STA	PREPARING ROW	\$40.00	\$ 4,160.00	\$70.00	\$ 7,280.00	\$242.76	\$ 25,247.04	\$100.00	\$ 10,400.00		\$ -
134	104.00	STA	BACKFILL PVMT EDGE (TY B)	\$115.00	\$ 11,960.00	\$18.00	\$ 1,872.00	\$99.68	\$ 10,366.72	\$200.00	\$ 20,800.00		\$ -
150	10.00	HR	BLADING FOR DITCH MAINTENANCE	\$85.00	\$ 850.00	\$95.00	\$ 950.00	\$162.31	\$ 1,623.10	\$100.00	\$ 1,000.00		\$ -
251	29,350.00	SY	RWK BS MTL (TY D)(ORD COMP)(10 IN)	\$3.00	\$ 88,050.00	\$2.00	\$ 58,700.00	\$1.44	\$ 42,264.00	\$3.00	\$ 88,050.00		\$ -
275-A	348.00	TON	CEMENT (3.5%)(24 LBS/SY)	\$250.00	\$ 87,000.00	\$302.00	\$ 105,096.00	\$265.96	\$ 92,554.08	\$260.00	\$ 90,480.00		\$ -
275-B	29,350.00	SY	CEMENT TREAT (EXIST MATL)(10 IN)	\$3.00	\$ 88,050.00	\$2.00	\$ 58,700.00	\$2.46	\$ 72,201.00	\$2.50	\$ 73,375.00		\$ -
310	5,350.00	GAL	PRIME COAT (MC-30)	\$0.01	\$ 53.50	\$0.01	\$ 53.50	\$2.98	\$ 15,943.00	\$5.50	\$ 29,425.00		\$ -
340	3,250.00	TON	D-GR HMA TY-C (SURF) (3 IN)	\$146.00	\$ 474,500.00	\$164.00	\$ 533,000.00	\$157.70	\$ 512,525.00	\$168.00	\$ 546,000.00		\$ -
502	8.00	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$750.00	\$ 6,000.00	\$3,100.00	\$ 24,800.00	\$3,050.59	\$ 24,404.72	\$1,000.00	\$ 8,000.00		\$ -
560	5.00	EA	MAILBOX - TEMP RELOCATE & RE-INSTALL	\$10.00	\$ 50.00	\$0.01	\$ 0.05	\$61.01	\$ 305.05	\$500.00	\$ 2,500.00		\$ -
666-A	20,880.00	LF	REFL PAV MRK TY I (Y) 6" (SLD) (090MIL)	\$0.60	\$ 12,528.00	\$0.65	\$ 13,572.00	\$0.72	\$ 15,033.60	\$0.65	\$ 13,572.00		\$ -
666-B	20,880.00	LF	REFL PAV MRK TY I (W) 6" (SLD) (090MIL)	\$0.60	\$ 12,528.00	\$0.65	\$ 13,572.00	\$0.72	\$ 15,033.60	\$0.65	\$ 13,572.00		\$ -
666-C	60.00	LF	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	\$6.50	\$ 390.00	\$7.00	\$ 420.00	\$11.10	\$ 666.00	\$7.00	\$ 420.00		\$ -
672	290.00	EA	REFL PAV MRKR TY II-A-A	\$5.00	\$ 1,450.00	\$5.50	\$ 1,595.00	\$11.10	\$ 3,219.00	\$5.50	\$ 1,595.00		\$ -
8000	1.00	LS	ALLOWANCE FOR UNKNOWN CONDITIONS	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00		\$ -
CR 178 ROAD IMPROVEMENTS				\$	795,069.50	\$	827,110.55	\$	838,885.91	\$	906,689.00	NO BID	

RB-29-26

TABULATION OF BIDS				BID OF		BID OF		BID OF		BID OF		BID OF	
Project Number: RB-29-26 Date: 23-Apr-2026				TEXANA LAND & ASPHALT		A. E. SHULL & COMPANY		JLC EXCAVATION, LLC		EAST TEXAS BRIDGE, INC.		REYNOLDS & KAY, LTD	
Project Limits: SMITH COUNTY ROADWAY IMPROVEMENTS TO CR 178 (CR 192 to CR 168) CR 167 (CR 178 to CR 165)				SULPHUR SPRINGS 1		TYLER 2		CANTON 3		LONGVIEW 4		TYLER 5	
Item No.	Approx. Quantity	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension

CR 167 ROAD IMPROVEMENTS

100	59.00	STA	PREPARING ROW	\$40.00	\$ 2,360.00	\$70.00	\$ 4,130.00	\$239.59	\$ 14,135.81	\$100.00	\$ 5,900.00		\$ -
134	59.00	STA	BACKFILL PVMT EDGE (TY B)	\$110.00	\$ 6,490.00	\$21.00	\$ 1,239.00	\$87.85	\$ 5,183.15	\$200.00	\$ 11,800.00		\$ -
251	9,820.00	SY	RWK BS MTL (TY D)(ORD COMP)(8 IN)	\$3.00	\$ 29,460.00	\$1.80	\$ 17,676.00	\$1.32	\$ 12,962.40	\$3.00	\$ 29,460.00		\$ -
275-A	98.00	TON	CEMENT (3.5%)(20 LBS/SY)	\$250.00	\$ 24,500.00	\$302.00	\$ 29,596.00	\$265.96	\$ 26,064.08	\$260.00	\$ 25,480.00		\$ -
275-B	9,820.00	SY	CEMENT TREAT (EXIST MATL)(8 IN)	\$3.00	\$ 29,460.00	\$1.75	\$ 17,185.00	\$2.35	\$ 23,077.00	\$2.50	\$ 24,550.00		\$ -
310	1,800.00	GAL	PRIME COAT (MC-30)	\$0.01	\$ 18.00	\$0.01	\$ 18.00	\$3.03	\$ 5,454.00	\$5.50	\$ 9,900.00		\$ -
340	1,100.00	TON	D-GR HMA TY-C (SURF) (2 IN)	\$155.00	\$ 170,500.00	\$165.00	\$ 181,500.00	\$157.70	\$ 173,470.00	\$170.00	\$ 187,000.00		\$ -
502	4.00	WK	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$750.00	\$ 3,000.00	\$3,100.00	\$ 12,400.00	\$3,050.59	\$ 12,202.36	\$500.00	\$ 2,000.00		\$ -
CR 167 ROAD IMPROVEMENTS				\$	265,788.00	\$	263,744.00	\$	272,548.80	\$	296,090.00	NO BID	

TOTAL AMOUNT BID - RB-cc-26				\$	1,060,857.50	\$	1,090,854.55	\$	1,111,434.71	\$	1,202,779.00	NO BID	
------------------------------------	--	--	--	-----------	---------------------	-----------	---------------------	-----------	---------------------	-----------	---------------------	---------------	--

10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/4/2026	Submitted by: Jennafer Bell
Meeting Date: 5/12/2026	Department: Comm Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Department Reports	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive monthly reports from Smith County departments.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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 # _____

FACILITY SERVICES

MONTHLY REPORT
APRIL 2026

EDWARD NICHOLS, DIRECTOR



COMPLETED PM'S / WORK ORDERS

- Combined total: **1,606**
- Completed PM's: 1,279
- Completed Non-PM work orders: 327
- Average hours per work order: 0.90
- Average cost per work order: \$22.19
- Combined total work orders completed for FY26: **10,854**

NOTABLE COMPLETED TASKS

- **CSCD-**
 - Replaced the server room's a/c mini-split unit.
- **EOC-**
 - Built and installed storage cabinets in one of the emergency management trailers.
- **North Jail Kitchen-**
 - Replaced a faulty heating element in one of the electric ovens.
- **Central Jail-**
 - Completed the replacement of Qty.3 chilled water pumps and Qty.1 condenser water pump.
- **Parking lot improvement- FY26 CIP**
 - Pct.5 Lindale – seal/crack seal/stripe completed.
 - Pct.4 Winona – seal/stripe completed.

CURRENT & SCHEDULED TASKS

- **Open Positions-**
 - Fill Qty.3 new Custodian positions to begin working in July 2026.
- **Employee Training-**
 - Certifications for custodians as needed.
 - Custodian Supervisor to attend available leadership training.
 - Maintenance to attend available training classes.
- **Courthouse Construction- Hoar & SCI Construction**
 - The new Courthouse site demolition began on August 5th. Expected completion is in December 2026. Move in slotted for January.
 - Demolition of existing Courthouse is expected to begin in March 2027.
 - Working to input all asset information into the CMMS program database. Afterwards, we will create PMs for all equipment.
- **Animal Shelter/Animal Control-**
 - Working with Fitzpatrick Architects on the ARPA project to renovate the Animal Shelter space.
- **Annex-**
 - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2nd floor I.T. server room project.
 - Awaiting award of Architectural RFP. (Approximately March)
 - Begin investigation for exterior waterproofing of the building. (CIP project)
 - We are currently working with Walker Consultants for assessment, design, spec, contract admin.
 - PO issued and began PHI work on 03/31/2026.

- Working with RLM and Fitzpatrick towards a resolution of issues with the new CRAC units.
- **North Jail-**
 - Upgrade of the jail generator. – **ARPA**
 - Fitzpatrick Architects to provide design, specifications and contract administration.
 - PO issued to Drewery Construction \$427,036 on 12/19/24.
 - It is expected to begin in December 2025 and be completed February 2026.
 - Install completed, still working out issue with the propane fuel source.
 - FY26 CIP roof replacement project.
 - Awaiting award of Architectural RFP. (Approximately March)
- **Central Jail –**
 - FY25 CIP project to replace the roof of the old jail sections. – Estimated \$1M
 - Fitzpatrick to design/spec/administrate.
 - In progress by S&S roofing as of 12/01/25 and planned completion of 05/05/26.
 - Replaced a failing compressor on the tower roof top chiller.
 - Wellborn Mechanical scheduled to begin staging on 05/05/26 and complete on 05/07/26.
 - FY26 CIP lighting controls upgrade.
 - Awaiting award of Architectural RFP. (Approximately March)
 - Repairs to minor damage of vehicle entrance/exit gates.
 - Replace multiple damaged counters in the tower tanks.
 - Repair existing - \$31,800
 - Replace with stainless steel – Approximately \$70,000
 - We must regularly repair the existing counters, and the cost is close enough to warrant spending a little more to replace them with stainless. This would cut out most of the reoccurring repairs in the future. Since 2021 we have spent approximately \$14,300 in repairs to these.
 - Sheriff agreed to utilize some of their funding to pay for this project.
 - Replace faulty jail tunnel sump pump #2.
 - Wellborn Mechanical currently awaiting the delivery of the new pump assembly.
- **Pct.2 Noonday –**
 - FY26 CIP parking lot expansion behind Constable, address lawn drainage issues and annual maintenance on existing asphalt parking lot.
 - Awaiting award of Architectural RFP. (Approximately March)
- **Combined storage facility construction – FY26 CIP**

2026 Monthly Report for Judicial Compliance Court Fees and Fines

	# New Cases	Amount Assessed	Amount Collected
January			
District	33	\$20,397.81	\$18,393.61
County	137	\$97,642.33	\$61,439.30
JP	140	\$49,716.23	\$24,082.50
Total	310	\$167,756.37	\$103,915.41
February			
District	24	\$15,834.14	\$16,963.56
County	138	\$71,102.92	\$73,643.85
JP	131	\$42,403.10	\$33,892.75
Total	293	129,340.16	\$124,500.16
YTD	603	\$297,096.53	\$228,415.57
March			
District	36	\$41,254.60	\$19,250.11
County	90	\$60,615.60	\$54,224.05
JP	77	\$54,422.50	\$52,309.50
Total	203	\$156,292.70	\$125,783.66
YTD	806	\$453,389.23	\$354,199.23
APRIL			
District	52	\$39,672.40	\$21,499.27
County	126	\$69,238.00	\$60,181.76
JP	105	\$57,565.80	\$28,779.80
Total	283	\$166,476.20	\$110,460.83
YTD	1089	619,865.43	\$464,660.06



County Of Smith

"Striving For Excellence"

Phone: (903) 590-2620

Fax: (903) 590-2626

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

MONTHLY REPORT April 2026

DATE: May 1, 2026

Inmates interviewed	181
PBO bonds submitted	33
PBO bonds approved	18
PBO bonds in review	0
Inmates released/PBO bonds	12
Defendants failed to show for court	0

Bonds Processed:

Misdemeanors	382
Felony	182
Class – C	25
Out of county	31
Bond Fees collected	\$ 3,060.00
Total bonds processed	620

The Smith County Bail Bond Board meeting was on April 15, 2025, all bonding companies were in compliance.

BONDS DISPOSED by the COURT:

Mardreus Ward– 4-8-26 DA declined case (deceased).

Ju-Keyston Campbell – Plead 4-10-26 received 6 months' probation, 40 hours of community service. Offense- Possession of marijuana <2oz.

Robert Walker -Plead 4-10-26 received 15 months' probation and \$100 fine. Offense- Driving while intoxicated.

Ladarion Jefferson Plead 4-13-26 received 12 months' probation, 80 hours community service and \$100 fine. Offense-Driving while intoxicated BAC>=0.15.

Richard Chasteen- Plead 4-20-26 received 3 days Smith County Jail on his possession of marijuana case, DA declined his UCW case.

Tamia Evans- Plead 4-24-26 received 60 days Smith County Jail.

Offenses- Driving while intoxicated BAC>=0.15 and resisting arrest.

FTA/ BOND VIOL/SOB/ARRESTED:

Bethany Jones - was arrested on a Cherokee County Warrant 4-1-26.

Offense Hinder secured creditor >\$100-\$750.

Brinkley Ivory - was arrested on a new offense 4-9-26. Offense fail to ID.

Amani Sanders- was arrested on a new offense 4-10-26. Offense reckless driving.

Carol Jasper – bond violation warrant was issued 4-10-26, she was arrested 4-20-26.

Hilario Lopez- was arrested on his bond violation warrant 4-12-26, he is in the Smith County Jail.

Clifton Gray- bond violation warrant was issued 4-17-26.

Chester Kruse- was arrested on a bond violation warrant 4-23-26, he is in the Smith County Jail.

Staff is currently monitoring **99** defendants on the Pre-Trial Release Program.

Respectfully,



Shane Scott
Director

Smith County Veterans Service Office

MONTHLY REPORT

April 2026

Office Visits:

Smith County Residents – 121

Out of County Residents – 49

Total - 170

Phone Calls –623

Initial Claims Filed- 29

Pension, DIC & Survivor's Claims Filed-2

Appeals Filed- 23

Miscellaneous (Burial, DD-214 requests, etc.) - 165

Number of Clients Not Eligible to file claims-4

11

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/04/2026	Submitted by: KAREN NELSON
Meeting Date: 05/12/2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PLAT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Re-Plat for the Emerald Bay Lake Subdivision, Lots 183 and 184, Precinct	
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:
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.

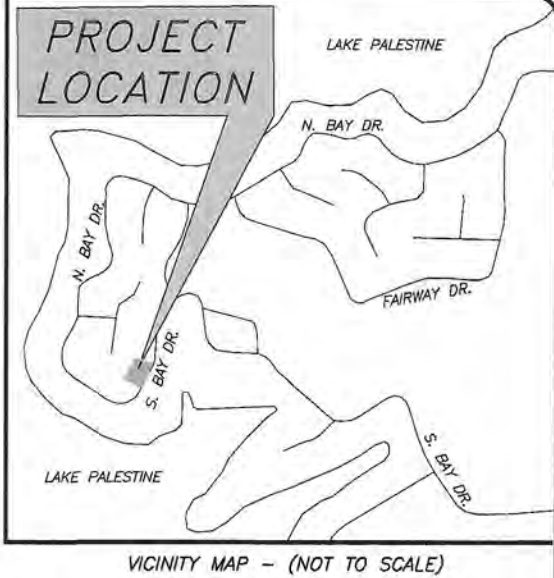
SUBMIT

Office Use Only
Agenda Item # _____

NOTES:

- 1) "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."
- 2) THIS PLAT CREATES ONE (1) LOT CONTAINING 0.443 OF AN ACRE, COMBINING LOTS 183 AND 184, EMERALD BAY LAKE SUBDIVISION, UNIT II, AS SHOWN ON PLAT RECORDED IN VOLUME 6, PAGE 58, ALSO KNOWN AS CABINET A, SLIDE 374-B OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.
- 3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0475C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) BEARINGS ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS.
- 5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
- 6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

PEDRO E. BEAN SURVEY, A-2



VICINITY MAP - (NOT TO SCALE)

OWNER'S STATEMENT:

WE, JEFFREY DON HERRINGTON AND JOYIE CRIST HERRINGTON, THE OWNERS OF LOTS 183 AND 184 SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE RESUBDIVIDING INTO LOT AND BLOCK AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

Jeffrey Don Herrington
JEFFREY DON HERRINGTON

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 29th DAY OF APRIL, 2026.



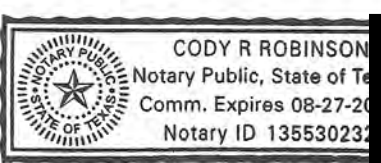
Jaolynn Bless
NOTARY PUBLIC, STATE OF TEXAS

AGREED TO AND ACCEPTED BY:

Joyie Crist Herrington
JOYIE CRIST HERRINGTON

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 28th DAY OF APRIL, 2026.

Cody R Robinson
NOTARY PUBLIC, STATE OF TEXAS

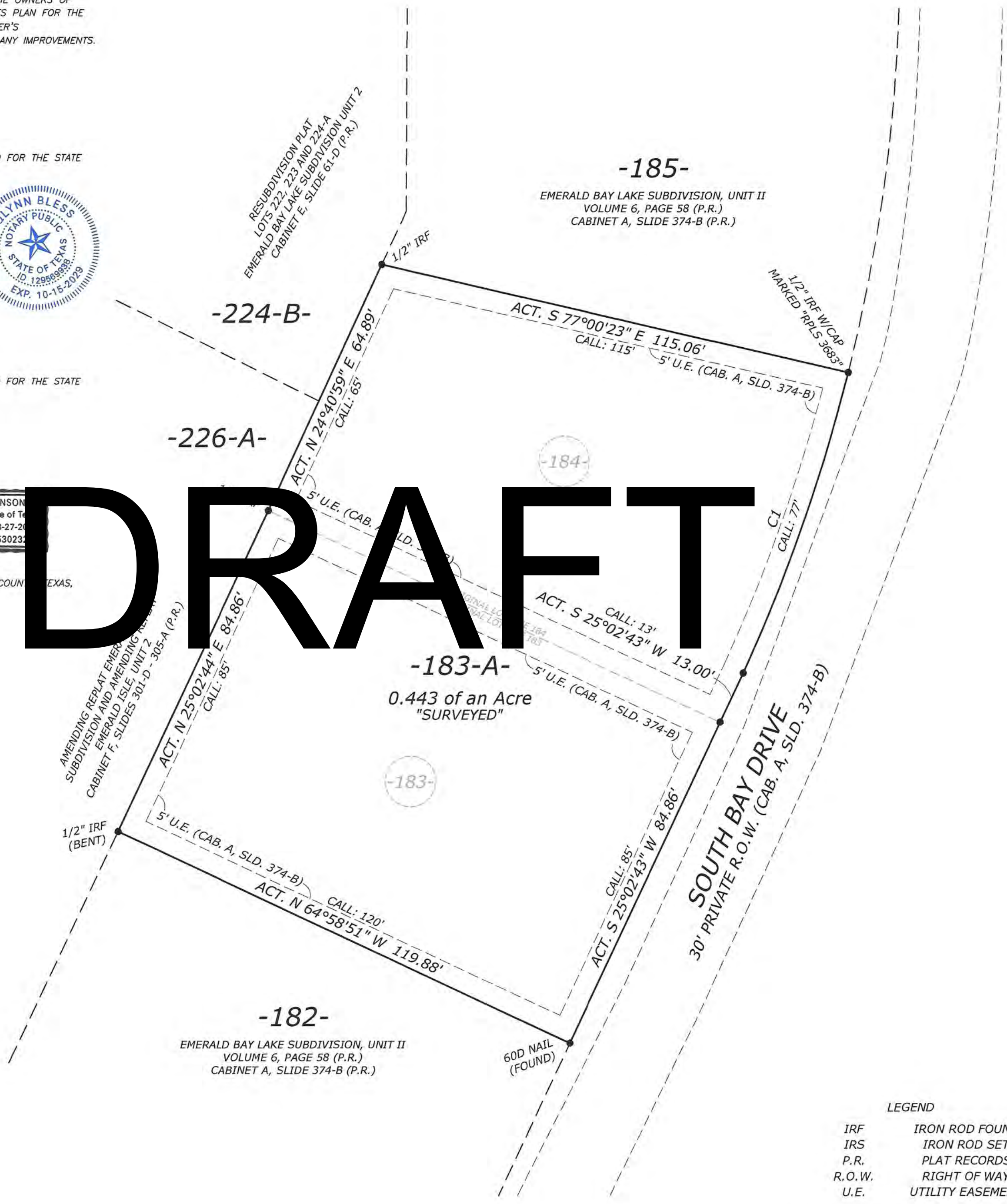


COUNTY APPROVAL:

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

COUNTY JUDGE

DRAFT



LEGEND

- IRF IRON ROD FOUND
- IRS IRON ROD SET
- P.R. PLAT RECORDS
- R.O.W. RIGHT OF WAY
- U.E. UTILITY EASEMENT

● - DENOTES 1/2" IRS WITH CAP MARKED "HALO 5984" UNLESS OTHERWISE NOTED.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	76.36'	410.24'	10°39'53"	S 19°12'12" W	76.25'

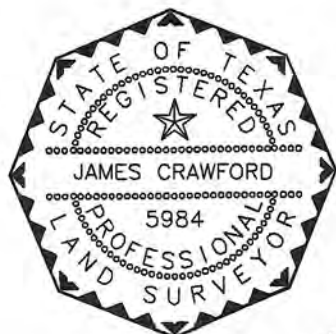
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

GIVEN UNDER MY HAND & SEAL, THIS THE 27TH DAY OF APRIL, 2026.

James Crawford
JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



PREPARED BY:



9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-9857
TBPELS FIRM REGISTRATION NO. 10194259

RESUBDIVISION PLAT OF LOTS 183 & 184
EMERALD BAY LAKE SUBDIVISION, UNIT II
BEING A PART OF THE
PEDRO E. BEAN SURVEY, A-2
BULLARD, SMITH COUNTY, TEXAS



SCALE IN FEET



Subdivision Name: Resubdivision of Lots 183 & 184, Emerald Bay Lake Subdivision

Adjacent Road: South Bay Drive, Bullard, TX 75757

Developer: Jeffrey & Joyie Herrington **Phone:** 903-724-5482

email: jherrington17@hotmail.com **Fax:** N/A

Surveyor: James Crawford **Phone:** 903-570-0857

email: james@halosurveying.com **Fax:** N/A

Roadway Length: N/A **ft. (centerline)**

Item		<i>Date and Initial when received</i>		
		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)	5-4-26 S.B.		
	Plat Fee	\$25 5-4-26 S.B.	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	N/A		
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below		
	Tax Certificate	5-4-26 S.B.		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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



April 21, 2026

Frank Davis
County Engineer
Smith County Road and Bridge
1700 West Claude
Tyler, TX 75702

Re: 260 South Bay Drive – LOTS 183 & LOT 184 - Replat

Dear Mr. Davis:

This letter is to confirm that the Emerald Bay Homeowner's Association approves the replat for the property located at 260 South Bay Drive. Should you have any further questions, please contact our General Manager, Shaun Poe, at 903-825-3388.

Sincerely,

A handwritten signature in black ink that reads "John P. Miller". The signature is written in a cursive style with a large initial "J".

John Miller, President
Emerald Bay Homeowners Association

TAX CERTIFICATE FOR ACCOUNT : 180270000200183000

PAGE 1 OF 1

AD NUMBER: R006996

DATE : 5/4/2026

GF NUMBER:

FEE : \$10.00

CERTIFICATE NO : 15239812

PROPERTY DESCRIPTION

COLLECTING AGENCY

EMERALD BAY LOT 183 & 184

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

0000260 BAY
0 ACRES

REQUESTED BY

PROPERTY OWNER

Halo Surveying LLC

HERRINGTON JEFFREY DON & JOYIE CRIST

9097 County Road 2193
Whitehouse TX 75791

PO BOX 2943
PALESTINE TX 75802

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:	57,350	IMPROVEMENT :	333,454
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	390,804	LIMITED VALUE:	0
EXEMPTIONS:	General Homestead, Over 65		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2025	BULLARD I.S.D.	0.00	0.00	0.00	0.00	0.00	0.00
2025	EMERALD BAY M.U.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 5/2026 : \$0.00

ISSUED TO : Halo Surveying LLC
ACCOUNT NUMBER: 180270000200183000

CERTIFIED BY: *Dorinda Alvarado*

SMITH COUNTY



12

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

Submission Date: 05/05/2026		Submitted by: Atonia Rawlings	
Meeting Date: 05/12/2026		Department: Treasurer	
Item Requested is: <input type="checkbox"/> For Action/Consideration		<input checked="" type="checkbox"/> For Discussion/Report	
Title: Monthly Treasurer's Report			
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 Accept the Treasurer's APRIL monthly report as received.			
Background: APRIL Monthly Report			
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: Atonia Rawlings		Email: arawlings@smith-county.com	
Name: Gary Barber		Email: gbarber@smith-county.com	
Name: Karin Smith		Email: ksmith@smith-county.com	
Name: Judge Neal Franklin		Email: nfranklin@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 # _____

SMITH COUNTY
TREASURER'S MONTHLY REPORT
APRIL 2026

SUBMITTED TO: COMMISSIONER'S COURT, SMITH COUNTY TEXAS

SUBMITTED DATE: May 5, 2026

PREPARED AND SUBMITTED BY:

ATONIA RAWLINGS,

SMITH COUNTY TREASURER

This report is made in accordance with Local Government Code: 114.026, Smith County Investment Policy, The Public Funds Investment Act which require monthly and quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments made in Smith County's portfolio comply with the Public Funds Investment Act and with the Smith County's Investment Policy and Strategies.

STATEMENT OF INVESTMENT ACCOUNTS 4/30/2026

FUND	3.7798%			3.6378%			TOTAL ALL	APRIL	10-25-9-26	NOT INCLUDING ANY DEDUCTIONS FROM THE ACCOUNTS		
	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL	INVESTMENTS	TOTAL MO INT	TOTAL YRLY INT	OCT	NOV	DEC
10 GENERAL	\$27,811,685.75	\$86,401.48	\$27,898,087.23	\$838,574.54	\$2,507.41	\$841,081.95	\$29,580,251.13	\$88,908.89	\$ 555,632.35	JAN	FEB	MAR
11 GRAFFITI						\$0.00	\$0.00	\$0.00		APR	MAY	JUNE
12 SECURITY						\$0.00	\$0.00	\$0.00		JULY	AUG	SEP
13 DA SPECIAL						\$0.00	\$0.00	\$0.00				
14 CRT IMPROVEMENT						\$0.00	\$0.00	\$0.00				
15 COMM. POLICING						\$0.00	\$0.00	\$0.00				
16 LAW LIBRARY	\$193,734.41	\$601.87	\$194,336.28			\$0.00	\$194,336.28	\$601.87	\$ 3,760.82			
17 SEIZURES						\$0.00	\$0.00	\$0.00				
18 DA CRIME PREVENT						\$0.00	\$0.00	\$0.00				
19 DA FEDERAL ASSET						\$0.00	\$0.00	\$0.00				
20 DRUG FORFEITURE						\$0.00	\$0.00	\$0.00				
21 VICTIM'S SERVICES						\$0.00	\$0.00	\$0.00				
22 DA FORFEITURES						\$0.00	\$0.00	\$0.00				
29 DPS SEIZURES						\$0.00	\$0.00	\$0.00				
36 E. BYRNE JAG 2009						\$0.00	\$0.00	\$0.00				
31 STEP TOBACCO						\$0.00	\$0.00	\$0.00				
32 VICTIM'S COMP.						\$0.00	\$0.00	\$0.00				
33 CH 19 VOTER REG						\$0.00	\$0.00	\$0.00				
35 DEA TASK FORCE						\$0.00	\$0.00	\$0.00				
38 JAG RECOVERY ACT						\$0.00	\$0.00	\$0.00				
42 LEOSE						\$0.00	\$0.00	\$0.00				
43 JUD. EDUCATION						\$0.00	\$0.00	\$0.00				
44 JCTF				\$163,402.83	\$488.60	\$163,891.43	\$327,782.86	\$488.60	\$ 3,067.73			
45 FAC. IMPROVEMENT				\$2,129,854.24	\$6,368.43	\$2,136,222.67	\$4,272,445.34	\$6,368.43	\$ 39,985.99			
46 RECORDS MGMNT	\$2,609,849.55	\$8,107.91	\$2,617,957.46	\$1,384,264.61	\$4,139.03	\$1,388,403.64	\$5,394,764.74	\$12,246.94	\$ 76,651.45			
48 DC TITLE IV D	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00				
49 DC RECORD PRES.						\$0.00	\$0.00	\$0.00				
50 FORFEITURE INT.						\$0.00	\$0.00	\$0.00				
51 SEARCH & RESCUE						\$0.00	\$0.00	\$0.00				

STATEMENT OF INVESTMENT ACCOUNTS 4/30/2026

FUND	3.7798%			3.6378%			TOTAL ALL	APRIL	10-25-9-26	NOT INCLUDING ANY DEDUCTIONS FROM THE ACCOUNTS		
	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL	INVESTMENTS	TOTAL MO INT	TOTAL YRLY INT	OCT	NOV	DEC
52 CO. & DIST. TECH							\$0.00	\$0.00	\$0.00			
53 COMMISSARY JAIL							\$0.00	\$0.00	\$0.00			
54 CSCD INSURANCE							\$0.00	\$0.00	\$0.00			
55 HOMELAND SEC.							\$0.00	\$0.00	\$0.00			
56 INSURANCE	\$1,234.45	\$3.86	\$1,238.31				\$0.00	\$1,238.31	\$3.86	\$	24.02	
60 INDIGENT HEALTH				\$0.00	\$0.00		\$0.00	\$0.00	\$0.00			
61 ELECTION SERVICE							\$0.00	\$0.00	\$0.00			
62 TRUST & AGENCY							\$0.00	\$0.00	\$0.00			
63 EVIDENCE FUND							\$0.00	\$0.00	\$0.00			
66 TRANSPORTATION							\$0.00	\$0.00	\$0.00			
65 JAIL EXPANSION							\$0.00	\$0.00	\$0.00			
67 CAPITAL IMPRVMENTS							\$0.00	\$0.00	\$0.00			
70 DEBT SERVICE	\$29,235.04	\$90.81	\$29,325.85				\$0.00	\$29,325.85	\$90.81	\$	584.09	
73 WORKFORCE FUND				\$70,623.67	\$211.19	\$70,834.86	\$141,669.72	\$211.19	\$	1,333.79		
75 ROAD & BRIDGE	\$3,638,746.07	\$11,304.36	\$3,650,050.43	\$250,743.39	\$749.75	\$251,493.14	\$4,153,036.71	\$12,054.11	\$	116,268.52		
80 VOTING SYSTEM							\$0.00	\$0.00	\$0.00			
81 TJPC SALARY							\$0.00	\$0.00	\$0.00			
83 AUTO TASK FORCE							\$0.00	\$0.00	\$0.00			
86 TJPC TITLE IV E	\$35.80	\$0.04	\$35.84	\$82.09	\$0.26	\$82.35	\$200.54	\$0.30	\$	23.41		
87 JAC MAINTENANCE				\$748,066.29	\$2,236.78	\$750,303.07	\$1,500,606.14	\$2,236.78	\$	14,044.27		
88 ADULT PROBATION	\$2,046,954.81	\$6,359.19	\$2,053,314.00				\$0.00	\$2,053,314.00	\$6,359.19	\$	39,736.04	
90 JUV. PROBATION							\$0.00	\$0.00	\$0.00			
91 JJAEP				\$0.03	\$0.00	\$0.03	\$0.03	\$0.00	\$	0.03		
93 JUVENILE FUND	\$2,935.49	\$9.06	\$2,944.55	\$94,186.66	\$281.62	\$94,468.28	\$191,881.11	\$290.68	\$	1,833.45		
92 JAIBG TRUANCY							\$0.00	\$0.00	\$0.00			
95 TJPC STATE AID							\$0.00	\$0.00	\$0.00			
98 STATE ACH	\$268,912.54	\$835.44	\$269,747.98				\$0.00	\$269,747.98	\$835.44	\$	4,437.91	
99 PAYROLL							\$0.00	\$0.00	\$0.00			
TOTALS	\$36,603,323.91	\$113,714.02	\$36,717,037.93	\$5,679,798.35	\$16,983.07	\$5,696,781.42	\$48,110,600.74	\$	130,697.09	\$	857,383.87	
LOGIC BAIL BONDS												
ATW BAIL BONDS	\$50,995.28	\$158.44	\$51,153.72									
STRIKE 3 BAIL BONDS	\$50,995.28	\$158.43	\$51,153.71									
GRAVES BAIL BONDS	\$54,957.63	\$170.74	\$55,128.37									
BIG GREEN INVESTIGATIONS	\$51,004.52	\$158.46	\$51,162.98									
AFFORDABLE BAIL BONDS	\$8,369.72	\$26.01	\$8,395.73									
ACE BAIL BONDS	\$50,997.30	\$158.44	\$51,155.74									
FIRST STOP BAIL BONDS	\$1,592.81	\$4.92	\$1,597.73									
TOTAL 4/30/2026	\$268,912.54	\$835.44	\$269,747.98									

PG 5 OF 8

IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 114.026, THE COUNTY TREASURER HEREBY SUBMITS THE COUNTY TREASURER'S REPORT FOR THE REPORTING PERIOD STATED ABOVE.

Atonia Rawlings

Atonia Rawlings, County Treasurer

FUND BANK	FNBK DESC	FUND ACCT	ACCT DESC	SUBT DESC	CUR BAL
10	GENERAL FUND	10.1010	CASH	CURRENT F	43,526,351.25
10	GENERAL FUND	10.1510	INVESTMENTS	CURRENT F	28,650,260.29
11	JUV DELINQ PREVENT	11.1010	CASH	CURRENT F	209,596.75
12	COURTHOUSE SECURITY	12.1010	CASH	CURRENT F	1,310,041.10
13	D.A. SPECIAL	13.1010	CASH	CURRENT F	(385,219.63)
13	D.A. SPECIAL	13.1025	CASH DISTRICT ATTORNEY-ST SU	CURRENT F	407,522.09
14	COURT IMPROVEMENT FD	14.1010	CASH	CURRENT F	152,561.83
16	LAW LIBRARY	16.1016	CASH LAW LIBRARY	CURRENT F	82,533.58
16	LAW LIBRARY	16.1510	INVESTMENTS-LAW LIBRARY	CURRENT F	193,734.41
17	LAW ENFORCE SEIZURES	17.1010	CASH CONSTABLE 1	CURRENT F	1,305.16
17	LAW ENFORCE SEIZURES	17.1012	CASH SHERIFF	CURRENT F	535,103.51
17	LAW ENFORCE SEIZURES	17.1013	CASH CONSTABLE 5	CURRENT F	1,209.96
17	LAW ENFORCE SEIZURES	17.1014	CASH CONSTABLE 2	CURRENT F	442.77
17	LAW ENFORCE SEIZURES	17.1015	CASH CONSTABLE 4	CURRENT F	1,995.98
17	LAW ENFORCE SEIZURES	17.1046	CASH - OTHER AGENCIES	CURRENT F	1,000.00
18	DA CRIME PREVENTION	18.1010	CASH	CURRENT F	7,039.79
19	FED EQ SHARING TREASURY FUND	19.1010	CASH - DISTRICT ATTY	CURRENT F	12,507.72
19	FED EQ SHARING TREASURY FUND	19.1012	CASH SHERIFF	CURRENT F	39,125.46
19	FED EQ SHARING TREASURY FUND	19.1013	CASH CONSTABLE 5	CURRENT F	7,505.43
20	DRUG FORFEITURES	20.1011	CASH CONSTABLE #1	CURRENT F	4,137.21
20	DRUG FORFEITURES	20.1012	CASH SHERIFF DRUG	CURRENT F	192,305.19
20	DRUG FORFEITURES	20.1013	CASH CONSTABLE 5 DRUG	CURRENT F	43,167.96
20	DRUG FORFEITURES	20.1014	CASH CONSTABLE 2 DRUG	CURRENT F	15.67
20	DRUG FORFEITURES	20.1015	CASH CONSTABLE 4 DRUG	CURRENT F	4,502.98
21	CRIME VICTIM SERV	21.1067	CASH - JURY DONATIONS	CURRENT F	145,213.69
21	CRIME VICTIM SERV	21.1081	CASH-CRIME VICTIM'S SERVICES	CURRENT F	45,328.90
22	D.A. DRUG FORFEIT	22.1010	CASH	CURRENT F	266,881.78
22	D.A. DRUG FORFEIT	22.1127	CASH - NON CH 59 FORFEITURES	CURRENT F	943.48
24	OTHER GRANTS	24.1010	CASH	CURRENT F	139,536.97
25	LOCAL LAW ENF GRANTS	25.1010	CASH	CURRENT F	548,976.43
27	EAST TEXAS ANTI GANG	27.1010	CASH	CURRENT F	413,870.33
29	1287389 D.P.S. SEIZURES`	29.1010	CASH	CURRENT F	131,635.99
32	FINANCIAL CRIME	32.1010	CASH	CURRENT F	1,381,837.96
33	CHAPTER 19 VOTER	33.1010	CASH	CURRENT F	25,068.47
35	DEA TASK FORCE	35.1010	CASH - SHERIFF	CURRENT F	100,989.48
35	DEA TASK FORCE	35.1013	CASH CONSTABLE 5	CURRENT F	18,064.43
35	DEA TASK FORCE	35.1015	CASH CONSTABLE 4	CURRENT F	266.73
35	DEA TASK FORCE	35.1025	CASH DISTRICT ATTORNEY	CURRENT F	16,302.61
36	E BRYNE JAG	36.1010	CASH	CURRENT F	15,000.00
38	BODY WORK CAMERA	38.1010	CASH	CURRENT F	470.75
40	LAW ENF GRANT ERO	40.101	CASH	CURRENT F	149,890.10
42	LEOSE	42.1013	CASH CONSTABLE 5	CURRENT F	5,272.18
42	LEOSE	42.1014	CASH - CONSTABLE 2	CURRENT F	8,735.72
42	LEOSE	42.1049	CASH - CONSTABLE 4	CURRENT F	8,101.87
42	LEOSE	42.1051	CASH - SHERIFF	CURRENT F	89,914.36
42	LEOSE	42.1053	CASH - FIRE MARSHAL	CURRENT F	9,213.26
42	LEOSE	42.1069	CASH - DIST ATTY	CURRENT F	21,300.26
42	LEOSE	42.1071	CASH - CONSTABLE 1	CURRENT F	9,533.80
42	LEOSE	42.1114	CASH CONSTABLE 3 LEOSE	CURRENT F	9,898.61
43	JUDICIAL EDUCATION	43.1010	CASH	CURRENT F	43,220.90
44	JUSTICE CRT.TECH.	44.1010	CASH	CURRENT F	357,406.80
44	JUSTICE CRT.TECH.	44.1510	INVESTMENTS	CURRENT F	163,402.83
45	FACILITY IMP. FUND	45.1010	CASH FACILITY IMPROVEMENT	CURRENT F	5,364,352.57
45	FACILITY IMP. FUND	45.1510	INVESTMENTS-FACILITY IMPROV	CURRENT F	2,129,854.24
46	RECORDS MGMT-CO CLER	46.1010	CASH	CURRENT F	3,092,096.76
46	RECORDS MGMT-CO CLER	46.1510	INVESTMENTS	CURRENT F	3,994,114.16

BALANCE
\$22,302.46

48	DIST. CLK. TITLE IVD	48.1010	CASH	CURRENT	56,565.19
49	DIST CLERK REC. PRES	49.1010	CASH	CURRENT	273,964.63
50	FORFEITURE INT. 10%	50.1010	CASH	CURRENT	351,862.19
52	CO & DIST CRT TECHNOLOGY FND	52.1010	CASH	CURRENT	38,948.09
53	COMMISSARY FUND-JAIL	53.1010	CASH	CURRENT	1,047,450.29
53	COMMISSARY FUND-JAIL	53.1510	INVESTMENTS	CURRENT	11,218.94
54	CSCD INSURANCE FUND	54.1010	CASH - CSCD INSURANCE FUND	CURRENT	83,464.56
55	HOMELAND SECUR. GRT	55.1010	CASH	CURRENT	18,265.69
56	SM CO INSURANCE FND	56.1010	CASH	CURRENT	5,998,887.44
56	SM CO INSURANCE FND	56.1510	INVESTMENTS	CURRENT	1,234.45
59	INFRASTRUCTURE - SERIES 2024	59.1010	CASH	CURRENT	959,196.56
61	ELECTION SERVICES	61.1010	CASH	CURRENT	126,147.30
62	TRUST & AGENCY	62.1014	CASH TRUST & AGENCY	CURRENT	1,215,151.99
63	EVIDENCE FUND	63.1010	CASH	CURRENT	7,204.47
68	(LPPF) LOCAL PROVIDER FUND	68.1010	CASH	CURRENT	547,042.74
70	DEBT SERVICE	70.1010	CASH DEBT SERVICE	CURRENT	9,990,141.38
70	DEBT SERVICE	70.1108	DELINQUENT TAX-REC-CO 2000	CURRENT	(.42)
70	DEBT SERVICE	70.1510	INVESTMENTS	CURRENT	29,235.04
71	INFRASTRUCTURE - SERIES 2019	71.1010	CASH	CURRENT	507,175.70
72	INFRASTRUCTURE SERIES 2020	72.1010	CASH	CURRENT	37,061.23
73	WRKFORCE INVEST FUND	73.1115	CASH WORKFORCE	CURRENT	(14,115.90)
73	WRKFORCE INVEST FUND	73.1521	INVESTMENTS WORKFORCE FUND	CURRENT	70,623.67
74	COVID19 GRANTS-AARPA	74.1010	CASH	CURRENT	6,909,734.67
75	ROAD & BRIDGE FUND	75.1010	CASH	CURRENT	21,059,079.84
75	ROAD & BRIDGE FUND	75.1510	INVESTMENTS	CURRENT	3,889,489.46
76	INFRASTRUCTURE SERIES 2021	76.1010	CASH	CURRENT	18,372.32
77	INFRASTRUCTURE SERIES 2022	77.1010	CASH	CURRENT	394,252.91
78	PARKING STRUCTURE CONSTRUCTI	78.1010	CASH	CURRENT	5,144,331.18
79	COURTHOUSE CONSTRUCTION FUND	79.1010	CASH	CURRENT	60435.511.62
80	ELECT. VOTING HAVA	80.1010	CASH	CURRENT	7,556.96
83	E.T. AUTO TASK	83.1010	CASH	CURRENT	57,459.09
86	TJPC TITLE IV-E (E)	86.1010	CASH	CURRENT	115.79
86	TJPC TITLE IV-E (E)	86.1510	INVESTMENTS	CURRENT	117.88
87	J/A/C MAINTENANCE FUND	87.1010	CASH	CURRENT	78,701.31
87	J/A/C MAINTENANCE FUND	87.1510	INVESTMENTS	CURRENT	748,066.29
88	COMMUNITY CORRECT	88.1072	CASH-COMMUNITY SUPERVISION	CURRENT	1,135,283.50
88	COMMUNITY CORRECT	88.1510	INVESTMENTS	CURRENT	2,046,954.81
90	JUVENILE PROB.	90.1010	CASH JUV. DET./PROB.	CURRENT	15,896.26
91	JJAEP- P GRANT	91.1010	CASH	CURRENT	.00
91	JJAEP- P GRANT	91.1510	INVESTMENTS	CURRENT	27.03
93	JUVENILE FUND	93.1010	CASH	CURRENT	3,279,477.37
93	JUVENILE FUND	93.1510	INVESTMENTS	CURRENT	97,122.15
95	TJPC	95.1010	CASH	CURRENT	1,104,377.45
97	INFRASTRUCTURE 2025	97.1010	CASH	CURRENT	17,528,600.60
98	SM CO STATE ACH/BAIL	98.1010	CASH	CURRENT	5,801.24
98	SM CO STATE ACH/BAIL	98.1510	INVESTMENTS	CURRENT	264,685.00
99	PAYROLL	99.1010	CASH	CURRENT	172,359.83

See fund 45 Same Bank Account BALANCE FOR FUND 73 CASH \$ 56,707.77
 Moved 70,000.00 to cash 73 in October 2025

These balances will be moving to Fund 93 Account being closed
 These balances will be moving to Fund 93 Account being closed

NOTE APRIL SSB INTEREST HAS NOT BEEN ADDED**APRIL INVESTMENT INTEREST HAS NOT BEEN ADDED**
 REPORT FOR APRIL 1, 2026 TO APRIL 30, 2026

IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 114.026, THE COUNTY TREASURER HEREBY SUBMITS
THE COUNTY TREASURER'S REPORT FOR THE REPORTING PERIOD STATED ABOVE.



Atonia Rawlings, County Treasurer

THE COMMISSIONERS COURT CERTIFIES THE MONTHLY TREASURER REPORT FOR THE PERIOD ENDING APRIL 30, 2026
SUBMITTED ON MAY 10, 2026

SMITH COUNTY JUDGE

COMMISSIONER, PRECINCT #1

COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3

COMMISSIONER, PRECINCT #4

SMITH COUNTY CLERK

SMITH COUNTY AUDITOR

13

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 TREASURER

VENDOR 000383 DISTRICT CLERK - SMITH CO. 05/05/2026 CHECK# 191937

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
10.450.4700.793			JURY DRAWER	27,158.00
			TOTAL	27,158.00

1287494 GENERAL FUND



SMITH COUNTY TREASURER
BY ORDER OF THE COMMISSIONERS
COURT OF SMITH COUNTY

SOUTHSIDE BANK
TYLER TEXAS

JURY

CHECK NO. 191937

DATE	AMOUNT
05/05/2026	\$27,158.00

TWENTY SEVEN THOUSAND ONE HUNDRED FIFTY EIGHT AND 00/100 DOLLARS

PAY TO THE ORDER OF DISTRICT CLERK - SMITH CO.
TYLER TX 75702

VOID AFTER 90 DAYS

Atonia Rawlings
VOID
County Treasurer
Karin Smith
County Auditor

⑈ 191937 ⑈ ⑆ 111923607⑆ ⑈ 1287494 ⑈