

**AMENDED
COMMISSIONERS COURT AGENDA
Tuesday, June 16, 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**



AMENDED
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, June 16, 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 June 2026, as "Elder Abuse Prevention Month" in Smith County.

PRESENTATION

2. Receive a presentation on Highway Funding Levels prepared by the Texas Association of Metropolitan Planning Organizations (TAMPO) by the Tyler Area Metropolitan Planning Organization Director, Michael Howell.
3. Receive the Initial FY2027 Baseline Budget Presentation from the Budget Officer, including initial revenue and expenditure projections for the upcoming fiscal year.

COURT ORDERS

EMERGENCY MANAGEMENT

4. Consider and take necessary action to accept the Office of the Governor State Homeland Security Program FY2025 grant for 60 Premium (CERT) Community Emergency Response Team Kits and work gloves for \$11,380, with no match required.

FACILITY SERVICES

5. Consider and take necessary action to approve FY2026 Capital Improvement Projects for Justice of the Peace Precinct 2 and Justice of the Peace Precinct 5 Parking Lot Improvements for a total amount of \$139,000, as approved in the FY26 CIP Budget.

ROAD AND BRIDGE

6. Consider and take necessary action to approve a Sanitary Control Easement with the City of Van for the construction of a new water well on CR 446 and authorize the county judge to sign all related documentation.
7. Consider and take necessary action to accept the completion of the construction contract for RB-20-25, Roadway Improvements to CR 26 (FM 850 to CR 21) & CR 27, with an underrun amount of \$62,111.00, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

AUDITOR'S OFFICE

8. Consider and take necessary action to approve the Capital Improvement Project for the new accounting system, PaymentWorks Inc, from Carahsoft Technology Corp. as approved in the FY26 and FY27 CIP Budget.

RECURRING BUSINESS

COUNTY CLERK

9. Consider and take the necessary action to approve the Commissioners Court minutes for May 2026.
10. Receive Commissioners Court recordings for May 2026.

ROAD AND BRIDGE

11. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 1344 and 1284, Metronet, install fiber optic cable, Precinct 1,
 - b. County Road 164, Metronet, install fiber optic cable, Precinct 1,
 - c. County Road 431, CenterPoint Energy, install service line, Precinct 3,
 - d. County Road 431, CenterPoint Energy, replace pole and add additional poles, Precinct 3,
 - e. County Road 46, Oncor Electric, replace existing pole, Precinct 4, and
 - f. County Road 1143, Oncor Electric, replace existing poles, Precinct 4.

TREASURER'S OFFICE

12. Consider and accept the Treasurer's monthly May 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, 551.076, and 551.0761. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.071 CONSULTATION WITH ATTORNEY

14. Deliberation and Consultation with Attorney regarding the creation of the Northeast Texas Groundwater Conservation District.

OPEN SESSION:

COURT ORDERS

15. Consider and take necessary action to approve a Professional Services Agreement between Smith County and the SledgeLaw Group, PLLC for legal services related to the creation of a regional groundwater conservation district and appoint a Smith County designee to serve on the multi-county joint committee under the agreement.

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: 6/10/2026

Time: 12:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 05/11/2026	Submitted by: Casey Murphy
Meeting Date: 06/16/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Resolution: Elder Abuse Prevention Month	
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 June 2026, as "Elder Abuse Prevention Month" in Smith County.	
Background: This resolution request came from Jennifer Shaw with the Texas Department of Family and Protective Services and she has asked Judge Franklin to read it in court.	
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: Jennafer Bell	Email: jbell@smith-county.com
Name: Casey 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 Tuesday at 5:00pm a week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

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Agenda Item # _____



Smith County 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, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of Smith County by working, caregiving, volunteering and actively preserving customs, rituals and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas. There were 125,382 reports of abuse to older adults and people with disabilities in Texas in 2025; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment and fear. Adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, and in all communities.

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

“Elder Abuse Prevention Month”

in Smith County and urge all residents to work together to reduce abuse and neglect of older adults and people with disabilities.

WITNESS OUR HANDS THIS 16th day of June A.D. 2026.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 5/28/2026	Submitted by: Jennafer Bell
Meeting Date: 6/16/2026	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: TAMPO Presentation on Highway Funding Levels	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input checked="" type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive a presentation on Highway Funding Levels prepared by the Texas Association of Metropolitan Planning Organizations (TAMPO) by the Tyler Area Metropolitan Planning Organization Director, Michael Howell.	
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 checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/08/2026	Submitted by: Timothy Hollis
Meeting Date: 06/16/2026	Department: Budget Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Initial FY 27 Baseline Budget Presentation	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive the Initial FY 27 Baseline Budget Presentation from the Budget Officer, including initial revenue and expenditure projections for the upcoming fiscal year.	
Background: The Budget Office, in collaboration with the various departments and offices across the county, has prepared the Initial FY 27 Baseline Budget. In accordance with the previously approved FY 27 Budget Process, the presented budget will only include expenditures identified as essential to maintain the current level of operations across the County. Requests in addition to the baseline budget will be presented separately as additional funding packages.	
Financial and Operational Impact: N/A	
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 Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/5/26	Submitted by: Brandon Moore
Meeting Date: 6/16/26	Department: SC CERT
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Smith County Community Emergency Response Team	
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 accept the grant award for the Office of the Governor State Homeland Security Program - Reg Projects, Federal FY2025 grant. Award is for 60 Premium Cert Kits and work gloves for \$11,380. No match required.	
Background: Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS).	
Financial and Operational Impact: No match is required.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Online acceptance by Judge Franklin	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name: Brandon Moore	Email: bmoore@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 Wednesday at 5:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

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Agenda Item # _____

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	██████████	Award Amount:	\$11,380.00
Date Awarded:	6/4/2026	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2025 - 08/31/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2026	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$11,380.00
Grantee Name:	Smith County		
Project Title:	Smith County Community Emergency Response Team		
Grant Manager:	Mitch Hachey		
Unique Entity Identifier (UEI):	████████████████████		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	2/3/2026
Federal/State Award ID Number:	████████████████████
Total Federal Award/State Funds Appropriated:	\$113,187,106.00

Pass Thru Entity Name: Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State Award Description:

The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.



Smith County

Fund 55

FY26 Budget Setup

DEPARTMENT:

Fund 55 - Homeland Security Grant

Setup Revenue:

Account Name	Account Number	Amount
Federal Payment	55.33010	\$11,380.00
	Total	

Setup Expenditures:

Account Name	Account Number	Amount
Misc. Equipment	55.543.4300.480	\$11,380.00
	Total	

BRIEF EXPLANATION FOR REQUEST:

Setup Budget for Smith County Community Emergency Response Team (CERT)
Office of the Governor grant award 5488601 CFDA 97.067

Department Head:

Date: _____

Commissioners Court Approval:

Date: _____

Budget Setup:

Date:

Judge Neal Franklin

Jana Teague, County Auditors Office

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/5/2026	Submitted by: Ed Nichols
Meeting Date: 6/16/2026	Department: Facilities Services
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: FY26 CIP Parking Lot Improvement Projects requests	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve FY26 CIP projects for JP5 Parking Lot Improvements by utilizing remaining budget in Parking Lot Improvements line item and requesting \$14,000.00 additional funds and JP2 Parking Lot Improvement Project which was included in the adopted budget FY26 CIP projects. Budget Adjustment included.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Budget Adjustment Request included	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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Agenda Item # _____



Smith County

Fund 45 – Facility Improvement Fund FY26 Budget

DEPARTMENT: Fund 45 – Facility Improvement Fund

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FROM:

Account Name	Account Number	Amount
CONTINGENCY	45.409.4400.499	\$139,000.00
	Total	\$139,000.00

TO:

Account Name	Account Number	Amount
Parking Lot Improvements	45.409.4900.866	\$ 14,000.00
JP2 – Parking Lot Improvements	45.409.4900.864	125,000.00
	Total	\$139,000.00

BRIEF EXPLANATION FOR REQUEST:

To set up budget for JP#5 to utilize balance of Parking Lot improvements and request additional funds. Set up budget for JP#2 CIP Parking Lot Improvements project.

Approved by Commissioners Court:

Date: June 16, 2026

Budget Setup:

Date: June 5, 2026

Neal Franklin, Smith County Judge

Jana Teague, County Auditors Office

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: JUNE 08, 2026	Submitted by: FRANK DAVIS
Meeting Date: JUNE 16, 2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Sanitary Control Easement	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a Sanitary Control Easement with the City of Van for the construction of a new water well on CR 446, and authorize the County Judge to sign all related documentation.	
Background: The City of Van is drilling a new water well at a site located on CR 446. The Texas Commission on Environmental Quality (TCEQ) requires a 150-foot sanitary sewer control easement for all new water well construction. A portion of CR 446 falls within the 150-foot radius, therefore such an easement is required from Smith County. This easement will not prohibit installation of other utilities, such as fiber optic, electrical, gas or water lines.	
Financial and Operational Impact: None	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

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Agenda Item # _____

EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF VAN ZANDT §

This Agreement is made and entered into effective as of the ____ day of _____, 2026 between SMITH COUNTY, TEXAS, hereinafter referred to as "GRANTORS," and THE CITY OF VAN, TEXAS, a Type-A General Law Municipality organized and existing under the laws of the State of Texas, hereinafter referred to as "GRANTEE."

I.
GRANT OF EASEMENT

For the consideration described in Paragraph II, GRANTORS grant GRANTEE a permanent sanitary control easement, which is more specifically described in **Exhibits A** and **B**, which are attached hereto and incorporated herein for all purposes, upon and across the following described property (the "Property") of the GRANTORS:

See **Exhibits A** and **B** attached hereto and incorporated herein for all purposes.

II.
CONSIDERATION

This easement is granted in consideration of the GRANTEE's construction of a water well, at GRANTEE's cost, for the benefit of GRANTORS and the public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

III.
CHARACTER OF EASEMENT

This instrument grants a permanent easement appurtenant to the dominant tenement. The dominant tenement is the following described Property of the GRANTORS:

See **Exhibits A** and **B** attached hereto and incorporated herein for all purposes.

IV.
PURPOSE OF EASEMENT AND RESTRICTIONS

A. This permanent easement, with its rights and privileges, shall be to protect the water supply of the well described and located in **Exhibits A and B** by means of Sanitary Control.

B. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located in **Exhibits A and B** are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood-treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

C. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located in **Exhibits A and B**.

D. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions (B) and (C) are recognized and followed.

V.
DURATION

The easement herein granted shall be perpetual and exist as long as the GRANTEE has the authority and necessity to perform the acts identified in Section IV.

VI.
WARRANTY OF TITLE

GRANTORS and GRANTORS' successors and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to GRANTEE and GRANTEE's successors and assigns against every person unlawfully claiming or to claim all or any part of the interest in the Property.

VII.
EXCLUSIVENESS OF EASEMENT

The easement, rights and privileges granted by this conveyance are exclusive and GRANTORS' covenant not to convey any other easement or conflicting rights in the area covered by this grant.

VIII.
ENCROACHMENTS

GRANTEE shall have the right to cut and trim any grass, shrubbery or trees that may encroach upon the easement area described in this Agreement. GRANTEE shall dispose of all cuttings and trimmings by loading such cuttings and trimmings and hauling them away from the Property.

IX.
TERMINATION

The easement, along with its rights and privileges, shall terminate when the purpose and function of the easement, as described in Paragraph IV of this Agreement, ceases to exist.

X.
RIGHTS RESERVED

Pursuant to the exceptions found within Section IV, GRANTORS retain, reserve and shall continue to enjoy the use of the surface of the easement area described in this Agreement.

XI.
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties related to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

XII.
DISPUTE

Expenses and Attorney's Fees

If any controversy, claim or dispute arises related to this Agreement or if this Agreement is breached, the prevailing party shall be entitled to recover from the other party reasonable expenses, including without limitation, attorney's fees and costs.

XIII.
BINDING EFFECT

This Agreement shall bind and inure to the benefit of the respective parties hereto, their successors and assigns.

EXECUTED this _____ day of _____, 2025

GRANTOR:

SMITH COUNTY, TEXAS

By: _____

Date: _____

GRANTEE:

THE CITY OF VAN, TEXAS

By: _____

Ernie Burns, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

SUBSCRIBED AND SWORN TO before me by Smith County, Texas on this _____ day of _____, 2026.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF VAN ZANDT §

SUBSCRIBED AND SWORN TO before me by Ernie Burns, Mayor of The City of Van, Texas, on behalf of such municipality, this _____ day of _____, 2026.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
0.119 ACRES, (5194 square feet)
SANITARY CONTROL EASEMENT ON THE PROPERTY OF
SMITH COUNTY, TEXAS
JOHN McFADDIN SURVEY A-629
CITY OF TYLER
SMITH COUNTY, TEXAS**

Being 0.119 acres (5194 square feet) of land, situated in the John McFaddin Survey, A-629, Smith County, Texas, and being a portion of the right-of-way of Smith County Road No. 446, said 0.119 acres (5194 square feet) of land, being more particularly described by metes and bounds as follows;

BEGINNING at a cotton spindle found at the northwest corner of a 0.436 acre tract which was conveyed to the City of Van by instrument of record under instrument number 202201032453 Smith County Deed Records (SCDR), the same being on the south boundary line of the above mentioned John McFaddin Survey, the same also being the most easterly corner of a 1.46 acre tract which was conveyed to Evan Otto Tate, et ux by an instrument of record under instrument number 202101017388 SCDR;

THENCE S 87°53'53" W, along the north boundary line of said 1.46 acre tract, a distance of 53.81 feet, to a point for corner, a ½" iron rod found at the northwest corner of said 1.46 acre tract, the same being an angle point in the south boundary line of an 8.198 acre tract which was conveyed to Jason Hartong by an instrument of record under instrument number 20190100044045 SCDR, bears S 87°53'53" W, 187.96 feet;

THENCE with a curve to the right having a delta angle of 21°58'27", an arc length of 57.53 feet, and a radius of 150.00 feet, (chord=N 56°44'50" E, 57.18 feet), to the point of intersection with the south boundary line of said 8.198 acre tract a ½" iron rod found at an angle point in said south boundary line the same being the northwest corner of the aforementioned 1.46 acre tract bears S 80°46'53" W, 238.73 feet;

THENCE N 80°46'53" E, along the south boundary line of said 8.198 acre tract, a distance of 67.73 feet, to the southeast corner of same, the same also being the south west corner of a 10.00 acre tract which was conveyed to Gerald W Null, et al by an instrument of record under instrument number 20070100001337 SCDR, a 3/8" iron rod found at the southeast corner of said 10.00 acre tract bears, N 87°56'57" E, 761.46 feet;

THENCE with a curve to the right having a delta angle of 36°14'48", an arc length of 94.89 feet, and a radius of 150.00 feet, (chord=S 68°02'53" E, 93.32 feet), to the point of intersection with the north boundary line of a 0.344 acre tract which was conveyed to the City of Van by an instrument of record in Volume 2244, Page 434, SCDR;

THENCE S 87°39'51" W, along the north boundary line of said 0.344 acre tract, a distance of 31.37 feet, to a ½" iron rod with a plastic cap found at its northwest corner, the same being the northeast corner of the aforementioned 0.436 acre tract;

THENCE S 87°59'43" W, along the north boundary line of said 0.436 acre tract, a distance of 116.17 feet, to the **PLACE OF BEGINNING**, and containing, 0.119 acres, (5194 square feet), of land, more or less.

The bearings and coordinates recited herein are based on the Texas State Plane Coordinate System (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.

J. E. Hudson
Jeffrey Elsworth Hudson Date
Registered Professional Land Surveyor
Texas Registration No. 4850
TBPELS Firm Registration No. 1011500

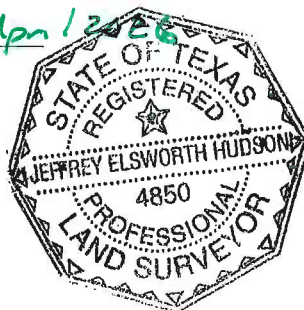


EXHIBIT B

JOHN McFADDIN SURVEY
A-629

EXHIBIT "B"

0.119 ACRE
(5194 sq. ft.)
SANITARY CONTROL
EASEMENT

10.00 Ac.
Gerald W. Null, et al
Ins. 20070100001337

8.198 Ac
Jason Hartong
Ins. 20190100044045

N 87°56'57" E 761.46' to 3/8" IR Fnd. at SEC 10.00 Ac.

S 80°46'53" W 238.73'
S 87°53'53" W 187.96'
to 1/2" IR Fnd.

1.46 Ac.
Evan Otto Tate, et ux
Ins 202101017388

L2
C2
COUNTY ROAD 446
SURVEY LINE

L1
S 87°59'43" W 116.17'
P.O.B.
Fnd Cotton Spindle
Fnd IR w/Cap
Fnd 1/2" IR

0.344 Ac
City of Van
Vol. 2244, Pg. 434

0.436 Ac
City of Van
202201032453
Radius
N:6889843.3
E:2871454.0

Fnd IR w/Cap

Fnd 1/2" IR

Fnd 1/2" IR

105.584 Ac
Jerry Lang and wife
Gailia Elizabeth Lang
Ins 20090100004691

LINE	BEARING	DISTANCE
L1	S 87°53'53" W	53.81'
L2	N 80°46'53" E	67.73'
L3	S 87°39'51" W	31.37'

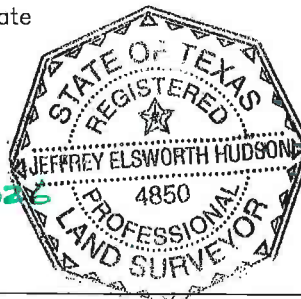
J. M. UPTON SURVEY
A-1002

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	21°58'27"	150.00'	57.53'	N 56°44'50" E	57.18'
C2	36°14'48"	150.00'	94.89'	S 68°02'53" E	93.32'

o INDICATES 1/2" IR WITH PLASTIC
CAP STAMPED "KSAENG" SET
UNLESS OTHERWISE NOTED.

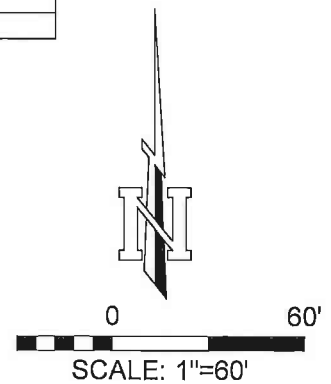
Bearings based on the Texas State Plane Coordinate
System (NAD 83), North Central Zone.

This plat and corresponding metes and bounds
description were prepared from a survey made
on the ground under my supervision.



Jeffrey Elsworth Hudson
Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

9 Apr 1 2025
Date



a PAPE-DAWSON company
140 E. Tyler St., Suite 600
Longview, TX 75601
T. 903.235.7700
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

SMITH COUNTY ROAD NO. 446 R.O.W.
CITY OF TYLER
J. M. UPTON SURVEY A-1002
SMITH COUNTY, TEXAS

0.119 ACRE
(5194 SQ. FT.)
SANITARY CONTROL
EASEMENT

7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: JUNE 08, 2026	Submitted by: FRANK DAVIS
Meeting Date: JUNE 16, 2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Road Improvements - Acceptance of Project	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to accept the completion of the construction contract for RB-20-25, Roadway Improvements to CR 26 (FM 850 to CR 21) & CR 27, with an underrun amount of \$62,111.00, authorize the County Judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.	
Background: The Road and Bridge Department is requesting The Commissioners Court to accept the completion of RB-20-25, Roadway Improvements to CR 26 (FM 850 to CR 21) & CR 27, as performed by Texana Land & Asphalt, Inc. The contract was awarded in the bid amount of \$1,688,448.00. The final construction cost is in the amount of \$1,626,337.00, resulting in an underrun of \$62,111.00. Paving improvements were made to a total of 5.159 miles of county roadways.	
Financial and Operational Impact: Underrun amount of awarded contract is \$62,111.00	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

RECONCILIATION CHANGE ORDER

PROJECT NAME: ROADWAY IMPROVEMENTS TO CR 26 (FM 850 to CR 21) & CR 27
CONTRACTOR: TEXANA LAND & ASPHALT
ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
PHONE NO.: 903-243-3409

DATE: 8-Jun-26
PROJECT: RB-20-26

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
100	PREPARE ROW	STA	246.00	246.00	0.00	\$ 10.00	\$ -
134	BACKFILL PVMT EDGE (TY B)	STA	246.00	246.00	0.00	\$ 70.00	\$ -
150	BLADING FOR DITCH MAINTENANCE	HR	10.00	0.00	(10.00)	\$ 10.00	\$ (100.00)
251	RWK BS MTL (TY D)(ORD COMP)(8 IN)	SY	69,020.00	69,020.00	0.00	\$ 2.00	\$ -
275-A	CEMENT (3.5%)(19 LBS/SY)	TON	710.00	661.92	(48.08)	\$ 240.00	\$ (11,539.20)
275-B	CEMENT TREAT (EXIST MATL)(8 IN)	SY	69,020.00	69,020.00	0.00	\$ 2.30	\$ -
310	PRIME COAT (MC-30)	GAL	13,000.00		(13,000.00)	\$ 0.01	\$ (130.00)
340	D-GR HMA TY-D (SURF)	TON	7,600.00	7,413.00	(187.00)	\$ 128.00	\$ (23,936.00)
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK	8.00	8.00	0.00	\$ 500.00	\$ -
560	MAILBOX - TEMP RELOCATE & RE-INSTALL	EA	10.00		(10.00)	\$ 1.00	\$ (10.00)
666-A	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	49,200.00	48,824.00	(376.00)	\$ 0.60	\$ (225.60)
666-B	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	49,200.00	52,990.00	3,790.00	\$ 0.60	\$ 2,274.00
666-C	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	60.00	20.00	(40.00)	\$ 10.00	\$ (400.00)
672	REFL PAV MRKR TY II-A-A	EA	1,230.00	1,132.00	(98.00)	\$ 5.00	\$ (490.00)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 20,000.00	\$ (20,000.00)
SUB-TOTAL: CR 26 ROADWAY IMPROVEMENTS							\$ (54,556.80)

CR 27 IMPROVEMENTS

100	PREPARE ROW	STA	26.00	26.75	0.75	\$ 10.00	\$ 7.50
134	BACKFILL PVMT EDGE (TY B)	STA	26.00	26.00	0.00	\$ 70.00	\$ -
251	RWK BS MTL (TY D)(ORD COMP)(8 IN)	SY	6,230.00	6,241.00	11.00	\$ 1.70	\$ 18.70
275-A	CEMENT (3.5%)(19 LBS/SY)	TON	52.00	51.60	(0.40)	\$ 240.00	\$ (96.00)
275-B	CEMENT TREAT (EXIST MATL)(8 IN)	SY	6,230.00	6,242.00	12.00	\$ 2.30	\$ 27.60
310	PRIME COAT (MC-30)	GAL	1,200.00		(1,200.00)	\$ 0.01	\$ (12.00)
340	D-GR HMA TY-D (SURF)	TON	680.00	680.00	0.00	\$ 132.00	\$ -
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	WK	4.00	4.00	0.00	\$ 500.00	\$ -
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 7,500.00	\$ (7,500.00)
SUB-TOTAL: CR 27 ROADWAY IMPROVEMENTS							\$ (7,554.20)

RECONCILIATION CHANGE ORDER

PROJECT NAME: ROADWAY IMPROVEMENTS TO CR 26 (FM 850 to CR 21) & CR 27
CONTRACTOR: TEXANA LAND & ASPHALT
ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
PHONE NO.: 903-243-3409

DATE: 8-Jun-26
PROJECT: RB-20-26

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
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Original Contract Total	\$ 1,688,448.00
Amount of Approved Change Orders	\$0.00
Adjusted Contract Amount	\$1,688,448.00
Increase/Decrease Amount in Original Contract Quantities	\$ (62,111.00)
Increase/Decrease Amount of Approved Change Orders	\$0.00
Materials on Hand	\$0.00
TOTAL AMOUNT THIS CHANGE ORDER	(\$62,111.00)

FINAL CONTRACT TOTAL **\$1,626,337.00**

This Document will become a supplement to the contract and all provisions will apply hereto.

RECOMMENDED FOR APPROVAL:

 County Engineer Date

ACCEPTED:

 Contractor Date

ACCEPTED:

 County Judge Date

8

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/9/2026	Submitted by: Jana Teague
Meeting Date: 6/16/2026	Department: Auditors Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PaymentWorks agreement-CIP funds	
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: To consider and take necessary action to approve the CIP project for PaymentWorks from Carahsoft Technology as part of the new accounting system budgeted in FY26 and FY27	
Background: PaymentWorks is a cloud-based vendor management and onboarding platform designed to secure, automate, and streamline business-to-business payment processes while reducing fraud and compliance risks. Includes vendor EIN, and direct deposit (ACH) information with a built in fraud detection and up to \$2M payment indemnification.	
Financial and Operational Impact: Budgeted as part of the CIP funds in FY26 and FY27	
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: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

Note: This is the only form required for agenda requests, with the exception of backup materials or attachments. This form should be completed and emailed to Agenda@smith-county.com and include any necessary attachments. **Deadline is 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 # _____

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Jana Teague
Smith County
200 E. Ferguson S
Tyler, TX 75702 USA

FROM: Kylee Naylor
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Jteague@smith-county.com

EMAIL: Kylee.Naylor@carahsoft.com

PHONE: (903) 590-4702

PHONE: (571) 662-3128

TERMS: [REDACTED]
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
[REDACTED]
[REDACTED]
[REDACTED]
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 65159268
QUOTE DATE: 05/26/2026
QUOTE EXPIRES: 06/30/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$106,820.00
TOTAL QUOTE: \$106,820.00

TIPS - Technology Solutions: 220105

By issuing a Purchase Order, you are agreeing to the terms set forth in this Quote [#65159268] and all attachments hereto, including the PaymentWorks Standard Terms and Conditions, attached hereto as Exhibit A and incorporated herein by reference. To the extent of any inconsistency between the GPO Terms and Conditions and the contract language on the following pages, the GPO Terms and Conditions will apply.

Automation & Fraud Protection Services Annual Pricing:

PRICE QUOTATION
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WWW.CARASOFT.COM | SALES@CARASOFT.COM



Year 1 Price: \$42,140:
Usage Fee (\$32,340)
One-time Implementation Setup Fee (\$9,800)

Year 2 Price: \$32,340:
Usage Fee (\$32,340)

Year 3 Price: \$32,340:
Usage Fee (\$32,340)

This pricing is valid with a signature on or before June 30, 2026

Pricing in this Agreement covers the value of the Customer's usage of the PaymentWorks digital supplier onboarding platform and Payment Warranty, based on the Customer's estimated annual usage metrics as supplied to PaymentWorks below:

Annual/Active Payees Paid: 1830
Annual New Payees Onboarded: 250
Annual AP Spend: \$263,179,353

Usage exceeding these thresholds may incur additional charges as outlined below in the excess usage threshold table.

Usage exceeding these thresholds may incur additional charges as outlined below.

Current Annual Pricing for Automation+Protection: \$32,340
Customer Usage Includes Up to 1,000 Annual Payee Registrations
Customer Usage Includes Up to \$275,000,000 in Annual AP Spend Threshold

If Customer Usage Exceeds 1,000 Annual Payee Registrations (Up to 1,500) the annual price will increase by \$5,000 for a total of \$37,340 annually.

If Customer Usage Exceeds \$275M in Annual AP Spend (Up to \$500M), the annual price will increase an additional \$5,000 for a total of \$37,340 annually.

Term:

Service Term - The Service Term will begin on the date of PO Issuance (Agreed Upon Date of PO Delivery 06/30/2026) and continue for a period of three (3) years (the "Term").

Renewal Term - At the conclusion of the Term or any Renewal Term, the Agreement will automatically renew for an additional one (1) year unless either party gives written notice to the other party sixty (60) days prior to the expiration of the current term.

Non-Appropriations: In the event no funds are appropriated for this contract, Smith County reserves the right in any given fiscal year to terminate this contract without penalties of any sort. In accordance with Texas Local Government Code, 271.903 Smith County shall use best efforts to obtain an appropriation in the full amount required under the contract, including the submission of budget requests each year that are sufficient to cover the Smith County's payment obligations for each fiscal year in which this Contract remains in effect.

Invoicing:

Invoicing - Customer will be invoiced for the first year of the Term upon the date of PO Issuance (Agreed Upon Date of PO Delivery 6/30/2026) and, for each subsequent year of the Term, one month prior to such year.

Renewal invoicing - Customer will be invoiced one month prior to the commencement of each Renewal Term.

Texas Prompt Pay Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date Smith County receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the interest rate that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Implementation Services:

PaymentWorks Implementation services are outlined in the Statement of Work (SOW) and include the process of provisioning, configuring, training, and testing the PaymentWorks platform.

Implementation services include up to 75 hours. If the Customer requests additional service hours (beyond the initial 75 hours), they may be purchased at a rate of \$200/hour for a minimum of 10 hours and are subject to resource availability.

If the Customer wishes to reschedule the target-start date for Implementation Services and notifies PaymentWorks at least two weeks in advance of the kick-off (as presented

in the project plan), the parties will mutually agree upon a rescheduled start date, subject to the availability of PaymentWorks' resources. A Rescheduling Fee of \$5,000 will be charged.

ERP Integration:

Automating data flows between PaymentWorks and the Customer ERP can be executed via the following method:

Customer-Managed Integration (or Partner-Managed):

PaymentWorks will provide integration (SFTP and/or API) documentation at no cost so the Customer can manage the PaymentWorks/ERP integration in-house with the customer's own IT resources or their preferred partner. The coding or customization of any middleware or ERP import functionality is the Customer's (or Partner's) responsibility. The PaymentWorks Support Team is available for Q&A during the project.

State of Texas Contractual Requirements: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, 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

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Payment Files:

If Customer elects not to send payment instruction files through the PaymentWorks Service, the Customer will forfeit the PaymentWorks warranty (ACH fraud indemnification outlined in section 6.2 of this agreement). The annual subscription will remain the same to reflect the additional risk and cost incurred by PaymentWorks caused by Customer's failure to submit payment instruction files.

In the event the Customer and/or the Customer's bank requires manual upload of payment files to the bank's portal, the Customer shall either: (i) pay PaymentWorks an additional \$5,000 annual fee (non-refundable) to upload the payment files to the bank's portal. The \$5,000 (non-refundable) fee will be charged annually during the Term and each renewal term if the Customer and/or the Customer's bank continues to require manual upload services.

A standard payments implementation project includes one (1) SFTP bank connection. A one-time fee of \$1,000.00 per connection beyond one (1) will apply. Additionally, if Customer elects to change their originating bank, a one-time fee of \$1,000.00 will apply per change

PaymentWorks Standard Terms and Conditions

1. USE OF THE SERVICE

1.1. Grant. Subject to Customer's compliance with the terms of this Agreement, PaymentWorks hereby grants Customer a non-exclusive, non-transferable, limited right to access and use the PaymentWorks website (the "Site") and PaymentWorks application (collectively, the "Service"). Such access and use shall be exercised only by users authorized by Customer to access and use the Service on behalf of Customer who have agreed to these Terms of Service (collectively, "Authorized Users"). Customer may access and use the Service to share information about Customer ("Customer Data") and about transactions, invoices, invoice payment status, and related information (collectively, "Transaction Data") with Customer Authorized Users and/or Customer payees ("Payees"). Customer will decide which Authorized Users and/or Payees have access to specific Customer Data and Transaction Data through elections and criteria established by Customer through the Service. PaymentWorks may from time to time modify the Service, features of the Service, or the Site in its sole discretion.

1.2. User Names and Passwords. PaymentWorks shall provide Customer Authorized Users unique login credentials ("User Name" and "Password") to be used to access the Service. Customer and its Authorized Users are responsible for maintaining the confidentiality of the User Names and Passwords. Customer and its Authorized Users shall immediately notify PaymentWorks of any unauthorized use of a Customer issued User Name or Password and PaymentWorks shall issue a new User Name and/or Password. Customer will be solely responsible and liable for all activities that occur under Customer's associated User Names and Passwords. Customer shall be liable for any participation in the Service for any persons who accesses the Site and the Services using the User Name and Password of an Authorized User.

1.3 Customer Responsibilities. Customer will (a) be responsible for Authorized Users' compliance with these Terms of Service, (b) be responsible for the accuracy, completeness, quality and legality of Customer Data and Transaction Data provided by Customer, including the means by which Customer Data and Transaction Data were acquired, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and any Transaction Data, and notify PaymentWorks promptly of any such unauthorized access or use, and (d) use the Service and Transaction Data only in accordance with any applicable documentation provided by PaymentWorks and all applicable laws and regulations, including, but not limited to, the rules and regulations of any payment network or other

electronic payment processing entity (collectively, "Applicable Laws and Regulations") and (e) comply with the terms applicable to data validation services referenced in Section 6.4. Customer makes, with respect to each payment instruction submitted to Payees utilizing the Site or the Service initiated hereunder ("Payment Instruction"), the representations and warranties, and agrees to assume the responsibilities, of an "Originator" under the Applicable Laws and Regulations. Customer acknowledges that Payment Instructions that violate any Applicable Laws and Regulations shall not be initiated and that it is the Customer's responsibility to ensure that the original Payment Instructions and retention of the related records complies with all Applicable Laws and Regulations. PaymentWorks shall have no liability for the accuracy, completeness, quality or legality of any Customer Data or Transaction Data provided through the Service, whether provided by Customer, Third-Party Service Providers, or any Authorized User or Payee. Authorized Users, and Customer agree to access the Site and Services in a secure manner in compliance with PaymentWorks' reasonable standards established from time to time. PaymentWorks, in its sole discretion, may specify connectivity standards to access the Site and the Services from time to time. If Customer wishes to submit Payment Instructions through the Service, Customer must agree to designate PaymentWorks as its Agent for submitting payment instructions in accordance with the requirements of Customer's designated bank. For transactions that Customer has elected to submit Payment Instructions through the Service, Customer will transmit the Payment Instructions to PaymentWorks. Customer is solely responsible for the content of the Payment Instructions, including the accuracy and completeness of the payment amount and the intended recipient entity.

1.4. Restrictions on Use. Customer and its Authorized User's shall not: (a) make the Service or any Transaction Data obtained through the Service from any Authorized User or Payee available to, or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee for the benefit of, anyone other than Customer, (b) sell, resell, license, sublicense, distribute, rent or lease the Service or any Transaction Data obtained through the Service from any Authorized User or Payee, or include the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Service to store or transmit Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or any Transaction

Data or its related systems or networks, (g) permit direct or indirect access to or use of the Service or any Transaction Data in a way that circumvents a contractual usage limit, (h) copy the Service or any part, feature, function or user interface thereof, (i) copy any Transaction Data obtained through the Service from any Authorized User or Payee except as permitted herein, (j) frame or mirror any part of any Service or Transaction Data, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (k) access the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in order to build a competitive product or service, or (l) reverse engineer the Service or any element thereof (to the extent such restriction is permitted by Applicable Laws and Regulations), or (m) access or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in violation of any Applicable Laws and Regulations.

1.5. Reservation of Rights. All rights in and to the Site and the Service, including without limitation proprietary schema, tools, methodologies, methods of the Services and software; and any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how related to the Site or the Service (collectively, "PaymentWorks Intellectual Property Rights"), not expressly granted to Customer hereunder are reserved by PaymentWorks.

2. PAYMENTWORKS RESPONSIBILITIES

2.1. Service and Support. PaymentWorks will, subject to Customer's payment of applicable fees and compliance with these Terms of Service, use commercially reasonable efforts to: (a) make the Services and Transaction Data (to the extent authorized by the applicable Authorized User or Payee) available to Customer pursuant to these Terms of Service, (b) provide standard support for the Service, at no additional charge, and/or upgraded support if purchased, and (c) make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which we shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Eastern time), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack. For transactions that Customer has elected to submit for electronic (EFT) payment, PaymentWorks will transmit Customer's Payment Instruction to the Customer's designated bank for processing; provided, however, that PaymentWorks reserves the right to refuse to transmit any Payment Instructions submitted through the Service with respect to a transaction for a specific Payee in its sole

discretion, in which case the warranty set forth in Section 6.2 (ii) will not apply to such transaction. In the event that any information supplied by PaymentWorks is changed after submission to Customer's designated bank, the warranty set forth in Section 6.2 (ii) will not apply. In the event that Customer changes Payment Instructions after submission by PaymentWorks, Customer must notify PaymentWorks in writing of such change within two business days or the warranty set forth in Section 6.2(ii) will not apply.

2.2. Protection of Customer Data and Transaction Data. PaymentWorks will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Transaction Data provided by the Customer. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data and Transaction Data by PaymentWorks personnel except (a) to address service or technical problems, (b) as compelled by Applicable Laws and Regulations, (c) as Customer designates through elections made through the service or (d) as Customer expressly permits in writing. Customer expressly acknowledges and agrees that Customer Data and Transaction Data will be made available to Authorized Users and processors, including without limitation the Customer's bank, Partners (as defined in Section 9.8), and Payees through the Service in accordance with elections and criteria established by Customer Authorized Users.

3. [RESERVED]

4. PROPRIETARY RIGHTS

4.1. Title to Technology. All interest, title and right in and to PaymentWorks Intellectual Property, including without limitation, all computer software programs or applications, or programs or applications of PaymentWorks' third party licensors, utilized by PaymentWorks in the establishment, operation, and/or the provision of Service, in whole or in part, shall be, vest with and remain the exclusive property of PaymentWorks and its third party licensors.

4.2. Title to Customer Data and Transaction Data. All Customer Data is and shall remain the property of Customer. All Transaction Data is and shall remain the property of its lawful owner. PaymentWorks makes no claims, warranties or representations with regard to the ownership of Transaction Data or Customer Data. PaymentWorks may share Transaction Data, in the singular or aggregate, by providing reports or otherwise, to Authorized Users and Payees involved in a transaction and may identify the parties as being involved in the transaction in connection therewith, all in accordance with elections and criteria established by Customer Authorized Users through the Service; and

Customer hereby grants PaymentWorks a world-wide license to host, copy, transmit, display and otherwise use Customer Data and Transaction Data as necessary to do so. In addition, Customer hereby grants PaymentWorks a perpetual, world-wide, limited license to de-personalize (remove any Customer identifying information) and aggregate any and all Transaction Data to determine usage trends, perform analytics, improve the Service, promote and market the effectiveness of the Service, sell such aggregated de-personalized Transaction Data to any third party, or for any other internal-business purpose.

4.3. Customer's license to PaymentWorks. Customer hereby grants a limited, non-transferable license to PaymentWorks for PaymentWorks to use Customer's name and logos to identify Customer as a user of the Site, during the Term of this Agreement, in accordance with elections and criteria established by Customer, including without limitation to display Customer Data and Transaction Data on the Site and to display Transaction Data and Payment Instructions to processors. PaymentWorks shall obtain Customer's prior written consent for any other uses of Customer's name, logos, and trademarks.

5. TERMINATION

5.1. Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Site and the Service.

5.2. Survival. Notwithstanding any termination of this Agreement, Section 4 ("Proprietary Rights"), Section 6 ("Warranties"), Section 7 ("Indemnification"), Section 8 ("Disclaimer and Limitation of Liability") and Section 9 ("Additional Terms and Conditions") shall survive termination of this Agreement. All other rights and licenses granted hereunder will cease upon termination.

6. WARRANTIES.

6.1. Mutual Warranty. Each Party represents and warrants that it has the authority to enter into this Agreement.

6.2. PaymentWorks Warranty. PaymentWorks represents and warrants that: (i) the Service will be provided in accordance with the terms and conditions of Section 2; and (ii) with respect to any transaction processed through the Service that Customer has both elected to submit through the Service for EFT payment to a U.S. Bank account and provided Payment Instructions in accordance with Section 1.3, and for which the EFT credentials have been collected from the recipient entity through the Service, except as set forth below, the bank account to which the funds are transferred will be owned by the entity associated with the

Tax ID provided to Customer by PaymentWorks. In the event of a breach of the warranty set forth in Section 6.2 (ii), PaymentWorks will either remedy the breach or reimburse Customer for the amount of the payment directed to the incorrect account, up to \$2,000,000 per occurrence, notwithstanding any limitation on liability set forth in Section 8 of this Agreement. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply to any transaction in which the Customer or any employee or agent of the Customer has engaged in fraud. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply, and no EFT credential verification will be attempted, for any transaction made through the Service to an EFT credential and associated Tax ID collected by Customer outside of the Service and uploaded to the Service by the Customer. Customer further acknowledges that the Warranty set forth in Section 6.2 (ii) shall not apply until the Customer has elected to send Payment Instructions through the Service and begins sending Payment Instructions in a live production environment.

6.3. Customer's Warranty. Customer represents and warrants that (i) its Authorized Users have authority to act on behalf of Customer; and (ii) all Customer Data, Transaction Data and other materials submitted by Customer to or through the Site or the Service will not (A) infringe on any third party's rights, including any intellectual property or proprietary rights, (B) violate any obligation of confidentiality, (C) violate any Applicable Laws and Regulations; or (D) contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

6.4. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICE AND THE SITE AND ANY OTHER SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, PAYMENTWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PAYMENTWORKS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICES, CUSTOMER DATA, TRANSACTION DATA OR MATERIAL ON THE SITE OR THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, QUALITY, LEGALITY, TIMELINESS, RELIABILITY OR OTHERWISE.

PAYMENTWORKS PROVIDES NO WARRANTY OF ANY KIND RELATED TO ANY THIRD-PARTY DATA OR SOFTWARE THAT MAY BE INCORPORATED, DISPLAYED OR INCLUDED IN THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DATA VALIDATION PROVIDED BY OR THROUGH THE SERVICE.

7. INDEMNIFICATION.

7.1. Infringement. PaymentWorks agrees to defend or, at its option, to settle, any claim brought against Customer for infringement of any United States patent, copyright, trade secret or trademark by the Service as delivered, but excluding any such claim to the extent it is based on the content of any Customer Data or Transaction Data, and to indemnify Customer against all damages and costs finally assessed by a court of competent jurisdiction against Customer under any such claim or action. Customer agrees that PaymentWorks shall be released from the foregoing obligation unless Customer has taken reasonable steps to mitigate any potential expenses and provides PaymentWorks with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Customer shall have the right to employ separate counsel and participate in the defense at its own expense; provided that PaymentWorks shall remain in control of the defense. In addition, PaymentWorks may, at its sole option and expense, either: (a) procure for Customer the right to use the allegedly infringing elements of the Service; (b) replace the allegedly infringing elements of the Service with non-infringing, functionally equivalent services; (c) modify the allegedly infringing elements of the Service so that they are not infringing; or (d) cease to provide the allegedly infringing elements of the Service, refund any fees paid by Customer covering any future period of time during which such allegedly infringing elements Services were to be provided. Upon exercise of option (d) in the previous sentence, PaymentWorks shall have no further obligations or liability to Customer with respect to the allegedly infringing elements of the Service. Except as specified above, PaymentWorks will not be liable for any costs or expenses incurred without its prior written authorization. THE FOREGOING PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF PAYMENTWORKS TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SITE, THE SERVICE, OR ANY PART THEREOF.

7.2. Customer shall be responsible for all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees), that may at any time be incurred by reason of any third party claim arising out of or relating to any Customer Data or Transaction Data provided by the Customer. PaymentWorks shall have the right to employ separate counsel and participate in the defense at its own expense.

8. LIMITATION OF LIABILITY.

8.1. Limitation of Liability. PAYMENTWORKS' LIABILITY TO CUSTOMER FOR DAMAGES WITH RESPECT TO THE SITE OR THE SERVICE SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PAYMENTWORKS FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR INCIDENT ASSERTED AS CAUSING HARM.

8.2. No Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES), HOWSOEVER CAUSED, ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICE, WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS.

8.3. Conditions. The Parties agree that the above limitations of liability of Section 8 shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort (including, without limitation, negligence of any kind, whether active or passive) or any other legal or equitable theory, but shall not apply to fees owed to PaymentWorks by Customer.

9. ADDITIONAL TERMS AND CONDITIONS.

9.1. U.S. Government Licenses. PaymentWorks provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with PaymentWorks to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9.2. Export Restrictions. The Site, the Service, other technology PaymentWorks makes available, and derivatives thereof may be subject to export laws and regulations of the United States. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use the Service or any content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.3. Terms and Conditions. Customer acknowledges and agrees that its use of the Services and the Transaction Data, and any use of Transaction Data by its Authorized Users or Payees, shall not modify or supersede the terms and conditions of any purchase agreements, invoices, or other negotiated terms agreed to by and between Customer and any Authorized User or Payee.

9.4. Future Functionality. Customer acknowledges and agrees that its subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public or private statements made by PaymentWorks regarding future functionality or features.

9.5. Assignment. Neither this Agreement nor any rights under this Agreement may be transferred or assigned by Customer without the prior written consent of PaymentWorks.

9.6. Confidentiality.

9.6.1. In connection with this Agreement each party (a “Disclosing Party”) may disclose or make available

Confidential Information to the other party (a “Receiving Party”). Subject to Section 9.6.2, “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology or data, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, including third-party data accessed through the Service (“Third-Party Data”), in each case whether or not marked, designated, or otherwise identified as “confidential.”

9.6.2. Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party’s or any of its representatives’ noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; or (v) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

9.6.3. Each party shall (i) hold the other’s Confidential Information in confidence and, unless required by law, not make the other party’s Confidential Information available to any third party or use the other party’s Confidential Information for any purpose, in each case, other than as permitted by this Agreement; (ii) disclose the other party’s Confidential Information only to those of its officers, employees, agents, and subcontractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated by this Agreement; (iii) require that any person who receives Confidential Information pursuant to Section 9.6.3(ii) comply with the obligations in this Section 9.6 as if they were a party to this Agreement; (iv) adopt reasonable security practices and systems to secure the Confidential Information, and take prompt remedial action (at its own expense), including prompt notice to the other party, in the event of unauthorized access or disclosure; and (v) take all reasonable steps to ensure that the other party’s Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Section 9.6.

9.7. Third-Party Data. PaymentWorks may provide Customer with certain Third-Party Data to assist Customer with assessing and managing risk related to payments made

through the Service. Customer acknowledges that Third-Party Data is Confidential Information subject to the requirements set forth in Section 9.6. Third-Party Data shall be used exclusively for the purposes of detecting or preventing crime, including without limitation money laundering, fraud, sanctions breaches, bribery, and corruption. Customer shall not use Third-Party Data for pre-employment screening, credit referencing, or any other purpose that may constitute a “Consumer Report” under the Fair Credit Reporting Act, 15 U.S.C. § 1681 (as amended from time to time).

9.8. Customer acknowledges that as a part of the PaymentWorks Partner Certification Program (the “Program”), PaymentWorks trains and certifies third-party service providers (“Partners”) to implement and integrate the Site and Services; and, in connection therewith, Partners may accompany PaymentWorks in and, in some cases, under PaymentWorks’ supervision, lead the implementation and integration of the Site and Services provided hereunder for training purposes; and, after certification, Partners may be subcontracted to perform implementation and integration services hereunder. All Partners will be subject to written confidentiality obligations with respect to information obtained during the Program.

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/8/2026	Submitted by: Jennafer Bell
Meeting Date: 6/16/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Minutes - May 2026	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for May 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
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 # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF MAY 2026 A.D. ACCEPTED THE
16TH DAY OF JUNE 2026 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



17-26
**COMMISSIONERS COURT
MINUTES
May 5, 2026**

On Tuesday, May 5, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 AM

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

John Gibson #3, Thomas Mutranowski #3, Angela Breitreutz #3

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to adopt a resolution proclaiming May 9, 2026, as "Bishop Rodney Lamar Atkins Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve an application for the Texas Comptroller of Public Accounts distribution of Unclaimed Property Capital Credits for 2025 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
3. Discuss Participation in a Sub-Regional Planning Commission pursuant to Chapter 391, of the Texas Local Government Code.
No Action Necessary.

EAST TEXAS AUTO THEFT TASK FORCE

4. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Christina Drewry – Precinct 1 to approve the FY2027 Motor Vehicle Crime Prevention Authority (MVCPA) Task Force grant for the benefit of the East Texas Auto Theft Task Force and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

BUDGET OFFICE

5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the proposed FY 27 Budget Calendar developed by the Budget Officer in collaboration with the County Auditor.
Passed 5-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

6. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the payment of compensatory time currently accrued by the Road & Bridge Department through May 16, 2026, and to further authorize the payment of overtime pay for the remainder of FY2026 (May 17 through September 19).
Passed 5-0; Abstain: (None); Absent: (None).

FIRE MARSHAL'S OFFICE

7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the Memorial Day firework season of May 20, 2026, through May 25, 2026, at midnight.
Passed 5-0; Abstain: (None); Absent: (None).
8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and adopt the Smith County Hazard Mitigation Plan and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to sign the FY27 CEO/Law Enforcement Certifications and Assurances Form for the benefit of the Sheriff's office.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

10. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the donation of surplus computer equipment to Mustard Seed Ministries from Smith County pursuant to Local Government Code 263.152(a)(4)(A)(B).
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

11. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reclassify Sheriff's Office Dispatcher Position, 13 to Sheriff's Office Terminal Agency Coordinator, and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

FINANCIAL CRIMES INTELLIGENCE CENTER

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

RECURRING BUSINESS

ROAD AND BRIDGE

13. Receive pipe and/or utility line installation request (notice only):
- a. County Road 2205, Southwire for Oncor Electric, replacing underground electric cable with directional road bore, Precinct 2.
No Action Necessary.

AUDITOR'S OFFICE

14. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

15. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.

No Action Necessary.

ADJOURN: 10:43AM

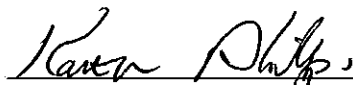
Meeting adjourned by County Judge Neal Franklin.

Date: 6/4/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for May 5, 2026.


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

June 4, 2026
Date





18-26
**COMMISSIONERS COURT
MINUTES
May 12, 2026**

On Tuesday, May 12, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 AM

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Chief Deputy Gary Pinkerton – Smith County Sheriff's Office

V. PUBLIC COMMENT

JoAnn Fleming #4, Thomas Mutranowski #4 & #5, Jade Flores #4 & #5, Jay Ford #5, Ted Schoenberg #4, Bob Brewer #7, Christin Bentley #4 & #5

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 action to adopt a resolution proclaiming May 12, 2026, as "Tori Burnette Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by County Judge Neal Franklin and seconded by Commissioner J Scott Herod – Precinct 3 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.
Passed 5-0; Abstain: (None); Absent: (None).
3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 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.
Passed 5-0; Abstain: (None); Absent: (None).
4. Motion made by Commissioner Christina Drewry – Precinct 1 and motion died for lack of a second 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.
Motion died for lack of a second
5. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to table 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.
Tabled until next meeting 5/19/2026
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.
Passed On

ELECTION'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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.
Passed 5-0; Abstain: (None); Absent: (None).
8. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 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.
Passed 5-0; Abstain: (None); Absent: (None).

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. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award RB-02-26 Seal Coat Program to Missouri Petroleum Products Company, LLC,
Passed 5-0; Abstain: (None); Absent: (None).
Awarded to Missouri Petroleum Products Company, LLC
 - b. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to award RB-27-26 Pavement Preservation Program to Innovative Roadway, LLC,
Passed 5-0; Abstain: (None); Absent: (None).
Awarded to Innovative Roadway, LLC
 - c. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to award RB-28-26 Road Improvements to Texana Land & Asphalt for CR 42 (SH110 to FM 724),
Passed 5-0; Abstain: (None); Absent: (None).
Awarded to Texana Land & Asphalt
 - d. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award RB-29-26 Road Improvements to CR 178 (CR 192 to CR 168) & CR 167 to Texana Land & Asphalt.
Passed 5-0; Abstain: (None); Absent: (None).
Awarded to Texana Land & Asphalt

RECURRING BUSINESS

COMMISSIONERS COURT

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

ROAD AND BRIDGE

11. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the re-plat for the Emerald Bay Lake Subdivision, Lots 183 and 184, Precinct 1.
Passed 5-0; Abstain: (None); Absent: (None).

TREASURER'S OFFICE

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept the Treasurer's April monthly report as received.
Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

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

Budget Transfer for Independent Audit did not pass

ADJOURN: 11:12AM


Meeting adjourned by County Judge Neal Franklin.

Date: 6/4/26

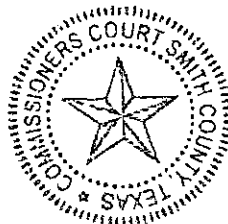
Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for May 12, 2026.


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

June 4, 2026
Date





19-26
**COMMISSIONERS COURT
MINUTES
May 19, 2026**

On Tuesday, May 19, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 AM

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Ben "Chaos" Morris – Chaplain at Camp V

V. PUBLIC COMMENT

Ted Schoenberg #3&5, Kimberlee Christensen #5, Thomas Mutranowski #5, David Melton #5, Thomas Fabry #5, Michelle Austin #5, Bob Brewer #5

OPEN SESSION: 9:30 AM

RESOLUTIONS

1. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve a resolution proclaiming May 18-22, 2026, as "Flood Awareness Week" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

2. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming May 2026, as "Motorcycle Safety Awareness Month" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to award a contract to Casey Slone Construction for Bid #21-26 Animal Shelter Development and Infrastructure Upgrades and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).
4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to reappoint Neal Franklin and Ralph Caraway, Sr. to the City of Tyler Tax Increment Reinvestment Zone (TIRZ) 3 Board of Directors, for a two-year term beginning May 22, 2026, and ending May 22, 2028.
Passed 5-0; Abstain: (None); Absent: (None).
5. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by County Judge Neal Franklin to table 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.
Tabled until 6/2/26
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.
Passed on
7. *Agenda item 7 moved to after executive session*

CONSTABLE – PCT 1 & 4

8. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the transfer of Unit #7085 (2019 Dodge Charger) to Constable Precinct 1 from Constable Precinct 4 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

INFORMATION TECHNOLOGY

9. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the CIP Project purchase and equipment upgrades for the Emergency Operations Center in the amount of \$163,111.51 and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COUNTY CLERK

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

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

11. Receive Commissioners Court recordings for April 2026.

No Action Necessary.

ROAD AND BRIDGE

12. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the re-plat for the Cumberland Ridge Subdivision Unit VII, Lots 9 and 10, Precinct 1.

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

AUDITOR'S OFFICE

13. *Agenda item 13 moved to after executive session*

Commissioners Court recessed Open Session at 11:12AM and went into Executive Session

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

SECTION 551.071 CONSULTATION WITH ATTORNEY

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

Commissioners Court closed Executive Session at 12:15PM and reconvened Open Session

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to reject all proposals for the Specific and Aggregate Reinsurance and Transplant Carveout portions of RFP #18-26 and authorize the County Purchasing Director to advertise RFP# 30-26 Specific and Aggregate Reinsurance and Transplant Carveout and authorize Brinson Benefits to solicit and receive sealed proposal for same with all to be forwarded to Jaye Latch in Smith County Purchasing Department.

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

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
Passed 5-0; Abstain: (None); Absent: (None).

ADJOURN: 12:20PM

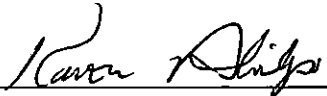
Meeting adjourned by County Judge Neal Franklin.

Date: 6/4/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for May 19, 2026.


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

6-4-24
Date





20-26
**COMMISSIONERS COURT
MINUTES
May 26, 2026**

On Tuesday, May 26, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 AM

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner J Scott Herod – Precinct 3

V. PUBLIC COMMENT

Bob Brewer #3

PUBLIC HEARING:

1. Receive public input regarding the creation of a Field Fastener Reinvestment Zone and Tax Abatement for Derry Enterprises, Inc. d/b/a Field Fastener Supply.
No Action Necessary.

OPEN SESSION:

PRESENTATIONS

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

3. Receive 2025 Impact Report Presentation from East Texas Crisis Center.
No Action Necessary.
4. Receive presentation from the Road and Bridge Department regarding the Smith County Road Bond Program and Department Update.
No Action Necessary.

RESOLUTIONS

5. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming May 30, 2026, as "Tyler Lodge #1233 Centennial Anniversary Day" in Smith County.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).
6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt a resolution proclaiming May 30, 2026, as "Rev. Dr. Orenthia D. Mason Day" in Smith County.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).
7. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a resolution proclaiming June 5, 2026, as "Prince Hall Affiliated Masonic Family Day" in Smith County.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

COURT ORDERS

COMMISSIONERS COURT

8. Receive presentation from Fitzpatrick Architects on Courthouse Furnishings.
A motion was made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the purchase of furniture for the Smith County Courthouse for an amount not to exceed \$3,750,000 and authorize the county judge to sign all related documentation.
Below are the 9 furniture packages
 1. Package 1 for Desking awarded to Blue Box via OMNIA Partners,
 2. Package 2 for Desking and Seating awarded to Intelligent Interiors via OMNIA Partners,
 3. Package 3 for Seating awarded to Blue Box via TIPS and OMNIA Partners,
 4. Package 4 for Lounge awarded to WRG via OMNIA Partners and TIPS through quotes,
 5. Package 5 for Workstations awarded to WRG via OMNIA Partners,
 6. Package 6 for Benching (computer tables) awarded to Blue Box via TexMas,
 7. Package 7 for Library Shelving awarded to Business Essentials via TIPS,
 8. Package 8 for Storage awarded to WRG via OMNIA Partners, and
 9. Package 9 for Planter (main lobby) awarded to Intelligent Interiors via quotes.*Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).*

9. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to adopt an Order establishing and designating the Field Fastener Reinvestment Zone in Smith County.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

10. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 regarding the request for a Section 312 Tax Abatement Agreement submitted by Derry Enterprises, Inc. d/b/a Field Fastener Supply and authorize the county judge to sign all related documentation.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

FIRE MARSHAL'S OFFICE/ EMERGENCY MANAGEMENT

11. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Emergency Support Function 10, Oil and Hazardous Materials Annex, and authorize the county judge to sign all related documentation.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

DISTRICT ATTORNEY'S OFFICE

12. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve an amendment to the Smith County Criminal District Attorney's Office LexisNexis Agreement and authorize the county judge to sign all related documentation.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

RECURRING BUSINESS

ROAD AND BRIDGE

13. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the:

- a. Final Plat for Mallory Acres II, Precinct 2,
- b. Re-Plat for High Clover Estates, Lot 1, Precinct 2,
- c. Final Plat for the Treff Subdivision, Precinct 2,
- d. Final Plat for Jefferson Estates, Precinct 3, and
- e. Final Plat for Sunrise Meadow, Phase 1, Precinct 3.

Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

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

- a. County Road 411, CenterPoint Energy, install gas line for service, Precinct 4,
 - b. County Road 1140, Dean Water Supply, road bore, Precinct 4,
 - c. County Road 2151, Charter-Spectrum, install underground fiber optic cable with pedestals and vaults, Precinct 2, and
 - d. County Road 136, 168 and 178, Metronet, install fiber optic cable, Precinct 1.
- No Action Necessary.*

AUDITOR'S OFFICE

15. Receive County Auditor's Report and Executive Summary for April 2026.

No Action Necessary.

16. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.

Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

Commissioners Court recessed Open Session at 11:06AM and went into Executive Session

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 551.071, 551.072, 551.073, 551.074, 551.0745, 551.075, 551.076, and 551.0761. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.0761. DELIBERATION REGARDING CRITICAL INFRASTRUCTURE FACILITY

17. Receive update and briefing regarding the Smith County's cybersecurity measures, policy, or contract directly related to the protection of Smith County's critical infrastructure.

Commissioners Court closed Executive Session at 11:27PM and reconvened Open Session

OPEN SESSION: 11:27AM

INFORMATION TECHNOLOGY

18. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to approve a Cybersecurity Insurance Liability Policy Proposal from insurance broker Crum & Forester and authorize the county judge to sign all related documentation.

Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry – Precinct 1 and Commissioner John Moore – Precinct 2).

ADJOURN: 11:27AM


Meeting adjourned by County Judge Neal Franklin.

Date: 6/4/26

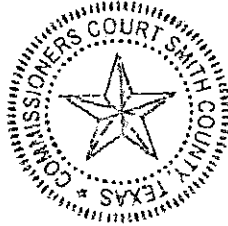
Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for May 26, 2026.


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

6-4-26
Date



10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/08/2026	Submitted by: Jennafer Bell
Meeting Date: 06/16/2026	Department: County Clerk
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Comm Court Recordings - May 2026	
Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive Commissioners Court recordings for May 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
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 # _____

11

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/08/2026	Submitted by: KAREN NELSON
Meeting Date: 06/16/2026	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permits	
Agenda Category: <input type="radio"/> Briefing Session <input 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 pipe and/or utility line installation request (notice only): a. County Road 1344 and 1284, Metronet, install fiber optic cable, Precinct 1, b. County Road 164, Metronet, install fiber optic cable, Precinct 1, c. County Road 431, CenterPoint Energy, install service line, Precinct 3, d. County Road 431, CenterPoint Energy, replace pole and add additional poles, Precinct 3,	
Background: e. County Road 46, Oncor Electric, replace existing pole, Precinct 4; and f. County Road 1143, Oncor Electric, replace existing poles, Precinct 4	
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 Monday at 12:00pm the week before the next scheduled Commissioners Court meeting. Please make sure the requested agenda item has been proactively vetted with the appropriate reviewing individuals and obtained their signature as reviewed.** Regular Court Meetings are at 9:30am on Tuesdays each week.

SUBMIT

Office Use Only
Agenda Item # _____



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

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

1. Applicant: Joshua Rogers Date: 5/27/2026
Company Name (if different): Oncor Electric Phone: 682-999-1045
Address: 1616 Woodall Rodgers Fwy Dallas, TX 75202 Fax: _____
Zip: _____
24/7 Contact Name: Aaron Copeland Phone: 903-343-4324
Contractor: Oncor Electric Phone: 903-343-4324
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric Phone: _____
3. Franchise Contact: Joshua Rogers Phone: 682-999-1045
4. Location (if applicable, length of installation in feet): Oncor will be replacing existing pole and installing 50'/1 pole in front of 11664 County Rd 46.

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

6. Describe all traffic controls or warning devices anticipated for this project: One lane closed.

7. Proposed start date: 6/28/2026 Completion date: 8/28/2026

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

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

Specific instructions and conditions are as follows:

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

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

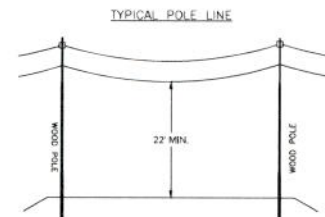
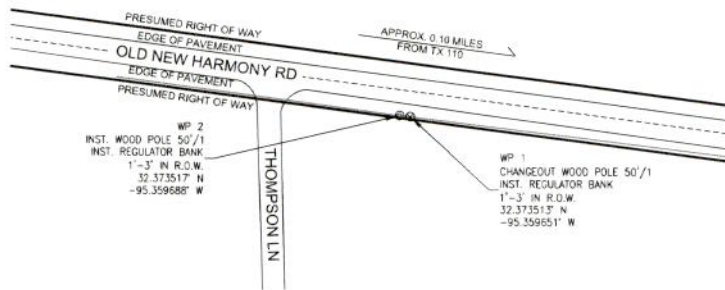
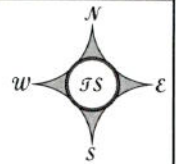
20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

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

Applicants Signature: Joshua Rogers Date: 5/27/2026

Approved: 
Smith County Road Administrator/Engineer

ALL NEW POLES TO BE WOOD WITH A MAXIMUM DIAMETER OF 18" AT BASE OF POLE WITH A MINIMUM WIRE CLEARANCE OF OVER 22'.



LEGEND

○	EXISTING POLE	— — — —	EXISTING OVERHEAD CONDUCTOR
●	REMOVE POLE	— — — —	RECONDUCTED EXISTING CONDUCTOR
⊗	CHANGED POLE	— — — —	PROPOSED OVERHEAD CONDUCTOR
⊙	PROPOSED POLE	— — — —	REMOVED OVERHEAD CONDUCTOR
⊠	TRANSMISSION FRAME	— — — —	PROPOSED UNDERGROUND CONDUCTOR
—	EXISTING DOWN BAY	— — — —	EXISTING UNDERGROUND CONDUCTOR
—	PROPOSED DOWN BAY	— — — —	EXISTING T-POST RIGHT-OF-WAY
		— — — —	EXISTING TRANSMISSION LINE
		— — — —	TRANSMISSION LINE RIGHT-OF-WAY

PROPOSED

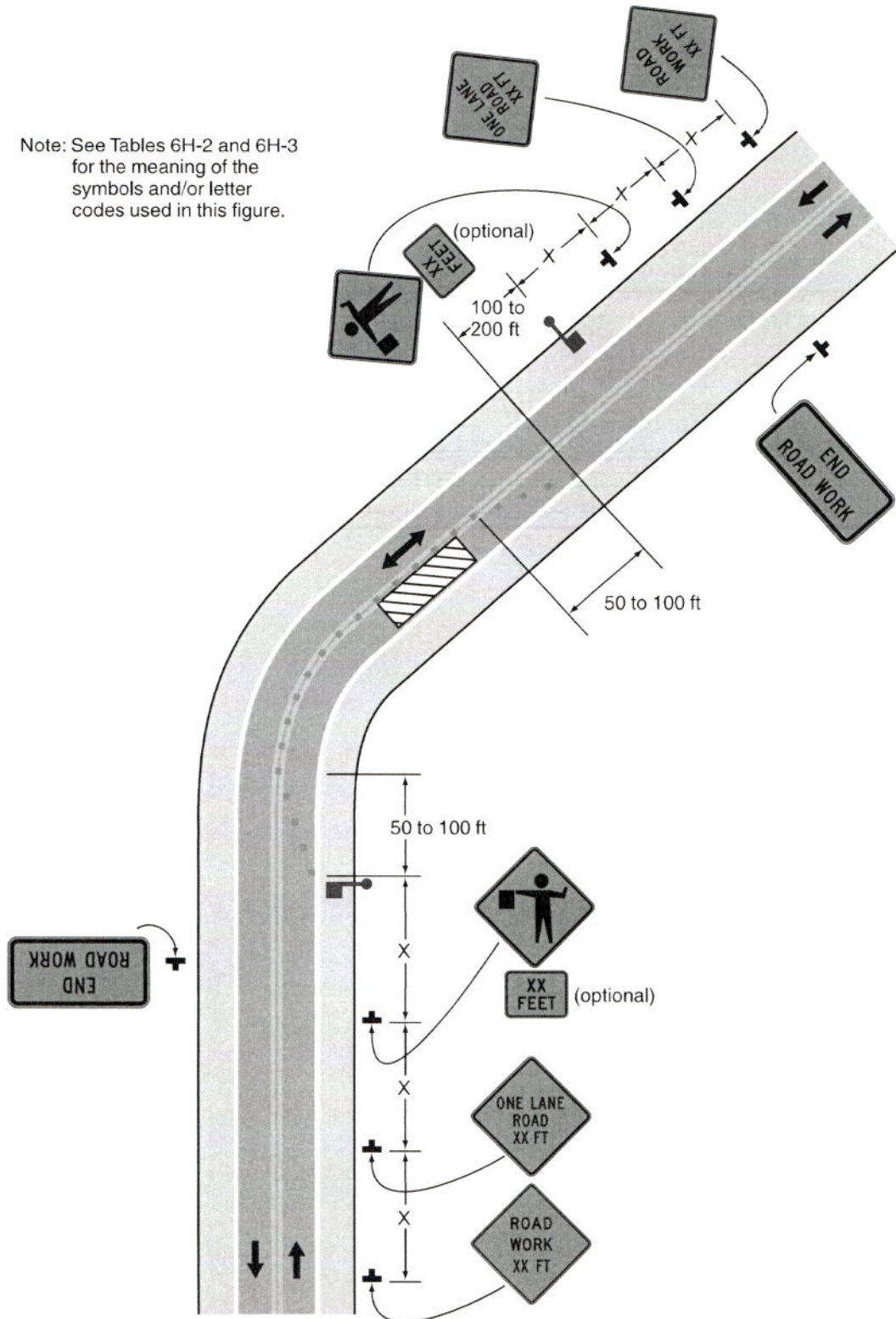
DRAWING PREPARED FOR SMITH COUNTY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF VISUAL REPRESENTATION ONLY. IT IS NOT TO BE USED IN CONJUNCTION WITH ANY OTHER LEGAL DOCUMENT OR FOR ANY PURPOSE OTHER THAN THE AFORESAID.

ONCOR		ONCOR ELECTRIC DELIVERY 1300 S SE LOOP 323 TYLER, TX 75701	
TYL SRP28 TYWST2013 DA O DA P PRG C UPGRADE LATERALS NWF S9			
TECHSERV		TechServ, LTD 3858 East Campbell Parkway Tyler, TX 75701 Texas Registered Engineering Firm P-233	
SCALE 1" = 100'	NO. IN SET 32335083	DATE 5/7/2025	REV. -
DRAWN BY HAW		SHEET NO. 1 OF 1	

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Typical Application 10

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

1. Applicant: Metronet Date: 6/3/2026
Company Name (if different): _____ Phone: 812-916-1792
Address: 3701 Communications Way, Evansville IN Fax: _____
47715 Zip: _____
24/7 Contact Name: TAYLOR SHELTON Phone: 812-213-1311
Contractor: TBD Phone: TBD
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): OLD JACKSONVILLE HWY; MAHAR RD

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

6. Describe all traffic controls or warning devices anticipated for this project: _____
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction. (TXFL-FR02)

7. Proposed start date: 6/17/2026 Completion date: 12/17/2026

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

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

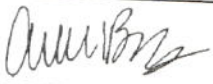
Specific instructions and conditions are as follows:

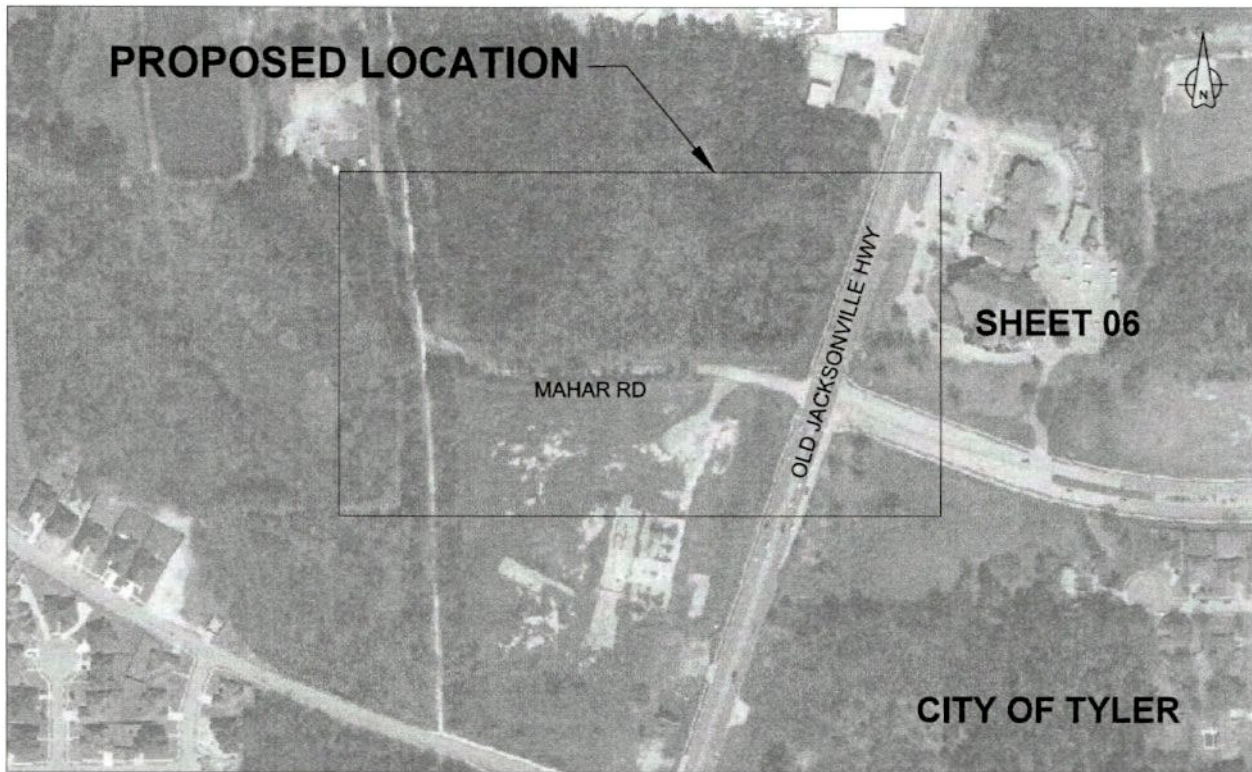
1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve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

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

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

Applicants Signature: Sara Beirman Date: 6/3/2026

Approved: 
Smith County Road Administrator/Engineer



metronet
THE CHAMBERLAIN STEAK HOUSE
E. GARFIELD BLVD. SUITE 100
TYLER, TEXAS 75701
TEL: 903.791.1111
WWW.METRONETTX.COM

NO.	DATE	DESCRIPTION	BY	CHK

PROPOSED ROUTE LOCATION
ROUTE: TYFL-FR02
LOCATION: MAHAR RD & OLD JACKSONVILLE HWY
TYLER, SMITH COUNTY, TX

DESIGNED BY: _____
DRAWN BY: CDH
SCALE: 1"=100'
DATE DRAWN: 05/13/2008
FILE NAME: _____
PROJECT NUMBER: _____
TXFL-FR02
SHEET: 01 OF 06



LEGEND	
	GRIDS
	Proposed UG Cover



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

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

1. Applicant: Andrea Pickens Date: 5/18/2026
Company Name (if different): CenterPoint Energy Phone: 713-207-4246
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Odneil Camacho Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 13570 CR 431
Propose to install 250' of 1" IP Pla Svsgas see drawing
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: We will utilize TCP see attachment

7. Proposed start date: 5 31 2026 Completion date: 8/31/2026

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

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

Specific instructions and conditions are as follows:

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



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

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

1. Applicant: Andrea Pickens Date: 5/18/2026
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Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Odneil Camacho Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 13570 CR 431
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7. Proposed start date: 5 31 2026 Completion date: 8/31/2026

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

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

Specific instructions and conditions are as follows:

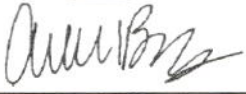
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5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no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

20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

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

Applicants Signature: Andrea Pickens Date: 5/18 /2026

Approved: 
Smith County Road Administrator/Engineer

DRAFTER: HE 5/18/2026
 CKR: RJO 5/18/2026
 ENGR:

RUSH PRIORITY
 PRIORITY 1
 PRIORITY 2
 NORMAL

PERMITS REQUIRED FOR CONSTRUCTION
 NO PERMITS REQUIRED
 TxDOT
 CITY
 COUNTY
 FLOOD CONTROL/DRAINAGE
 RAILROAD

GAS SERVICE COORDINATOR:
 COORDINATE SERVICE LOCATION WITH MICHAEL WALL AT 936-862-5487

SMITH COUNTY NOTES:
 CONTRACTOR TO CALL IN LOCATOR THROUGH TEXAS EXCAVATION SAFETY SYSTEMS AND CITY UTILITIES (CONNECTION REQUIRED) A MINIMUM (2) DAYS PRIOR TO EXCAVATION (2-480-7467)
 ALL UTILITY CROSSINGS MUST HAVE DEPTH VERIFIED BY PITCHING WITH SMITH COUNTY APPROVAL
 ALL SECTIONAL BODIES SHALL HAVE THE LOCATOR PLACE BORE MARKS AND DEPTHS WHILE THE BORE IS IN PROGRESS. LOCATOR SHALL PLACE A MARK AT EACH STEM WITH A PAINT DOT AND DEPTH AT LEAST EVERY OTHER STEM
 RIGHT OF WAY SURFACES SHALL BE CLEANED BEFORE THE END OF EACH DAY'S WORK. ALL CATCH BASINS, CULVERTS OR OTHER IMPROVEMENTS AFFECTED BY ANY DEPOSITS OF DIRT, MUD, ROCK, DEBRIS, OR OTHER MATERIAL SHALL BE CLEANED DAILY, OR AS SPECIFIED BY THE COUNTY. CONTRACTOR MUST PICK UP CONTRACTOR DEBRIS AND TRASH DAILY. CONTRACTOR MUST STABILIZE DISTURBED AREAS IN ESTABLISHED LAWN AREAS WITH HOLE BLOCK SOIL. TRUCK CONTROL, MATTING AND/OR HYDROMULCH SEEDING AND FERTILIZING ARE PERMISSIBLE IN OTHER AREAS.
 CONTRACTOR MUST PLACE LOCATOR MARKERS 1' MINIMUM 2' IN WIDTH BURIED A MINIMUM OF TWELVE INCHES ABOVE GROUND IN AREA OF OPEN EXCAVATION.
 NO LINES ARE TO BE INSTALLED UNDER OR WITHIN 50 FEET OF EITHER END OF A BRIDGE. NO LINES SHALL BE PLACED IN A CULVERT, OR WITHIN 20' OF THE CLOSEST POINT OF SAME.
 PARALLEL LINES WILL BE INSTALLED AS NEAR THE RIGHT OF WAY BOUNDARY AS IS POSSIBLE AND NO PARALLEL LINE WILL BE INSTALLED IN THE ROADWAY, IN THE DITCH OR IN BETWEEN THE DRAINAGE DITCH AND ROADWAY, WITHOUT SPECIAL PERMISSION OF THE COUNTY ENGINEER.
 ALL SIGNALS, HANGHOLES AND ABOVE GROUND BODIES MUST BE PLACED A MINIMUM OF 3 FEET OUTSIDE OF THE DITCH.
 ALL SIGNALS, HANGHOLES AND ABOVE GROUND BODIES MUST BE PLACED A MINIMUM OF 22 FEET AWAY FROM EDGE OF ANY OVERPASS.
 OVERPASS LINES WILL HAVE A MINIMUM CLEARANCE OF 20 FEET ABOVE THE ROAD SURFACE AT POINT OF CROSSING.
 AT LEAST ONE HALF OF THE TANGLED PORTION OF THE ROAD MUST BE OPEN TO TRAFFIC AT ALL TIMES.
 SIGN AND TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS APPROVED BY TxDOT.
 RESTORATION OF THE RIGHT OF WAY IS REQUIRED, AND SHALL BE COMPLETED WITHIN 90 DAYS OF THE COMPLETED WORK WITHIN THE RIGHT OF WAY.
 ALL RESIDENTS OR BUSINESSES AFFECTED BY ANY SCHEDULED MAINTENANCE CAUSING ROAD CLOSURE, OR INTERRUPTION OF ANY UTILITY SERVICE SHALL BE NOTIFIED TWENTY-NIGHT PRIOR TO ANY WORK. EMERGENCY SITUATIONS ARE EXCEPT.
 FINAL INSPECTION: ALL PERMITS MUST HAVE A FINAL INSPECTION ONCE WORK IS COMPLETE. PLEASE CALL (936) 936-3464 TO SCHEDULE A FINAL INSPECTION.

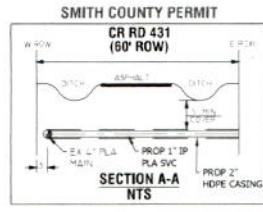
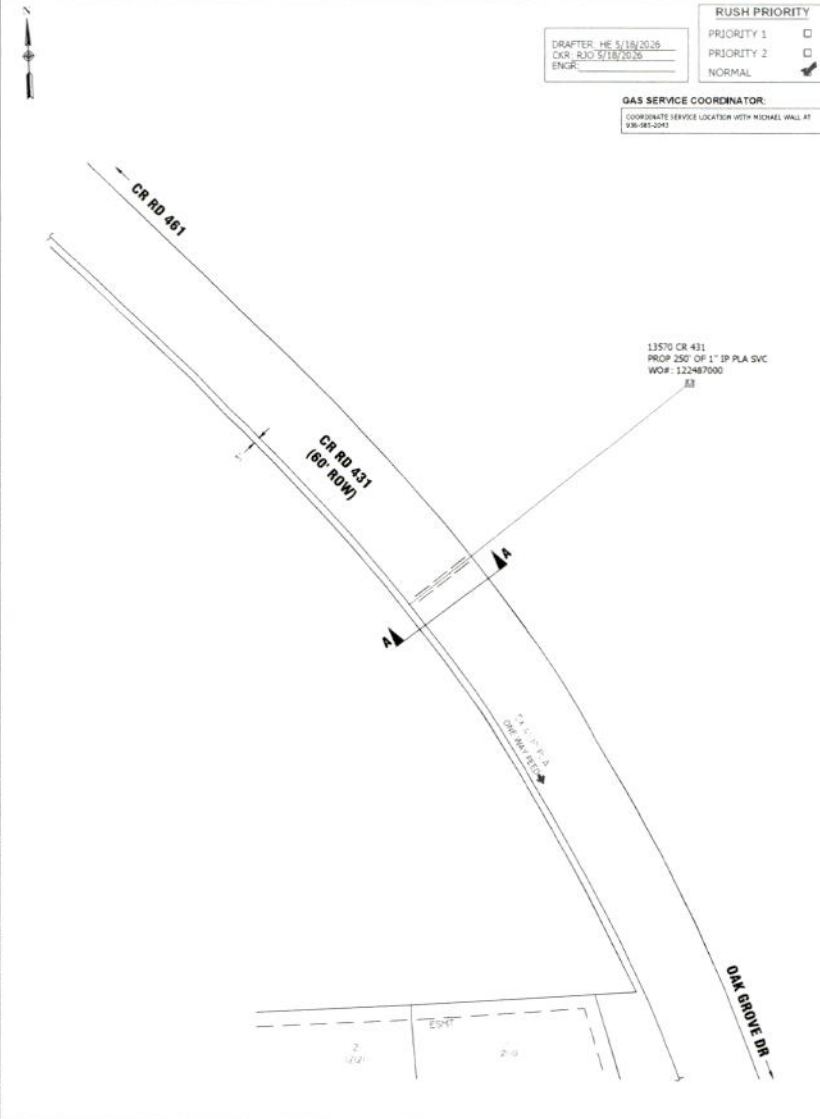


VICINITY MAP

LEGEND

EXISTING HOSE	PROP. 1" IP PLA SVC
PROP. 1/2" DIA. HOSE	PROP. 1/2" DIA. HOSE
PROP. TRANS. STATION	PROP. MARKER BALL
PROP. TEST POINT	PROP. LINE MARKER
PROP. LOCATION POINT	

- GENERAL NOTES:**
- FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
 - PROTECT A MINIMUM DEPTH OF 2' UNLESS OTHERWISE NOTED.
 - USE GAGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
 - CONTACT DESIGNER (CONSOLE, CASHCO) AT 732-274-8100 WITH ANY NECESSARY FIELD CHANGES.
 - THIS PROJECT IS SUBJECT TO SEVERAL LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MARK AND RECORDS.
 - TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSURE ALL TAP WIRE HOSE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION CS-9-1-3) FOR REMOVAL OF PIPE AND JOINTS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
 - FOR IP SPIRE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-9-1-220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
 - ALL SERVICE LINES MUST HAVE AN EPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.350 OF THE CONSTRUCTION AND SERVICE MANUAL, AND EPV LOGGING CHART. CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
 - COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (CONTACT FACED AT 732-967-7396) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
 - DIMENSION ALL TR-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYLINE.
 - CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
 - USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
 - USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
 - USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
 - USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.
 - INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING HOPLINE MARKERS PER NATURAL GAS OPERATIONS MANUAL SECTION 5.4.



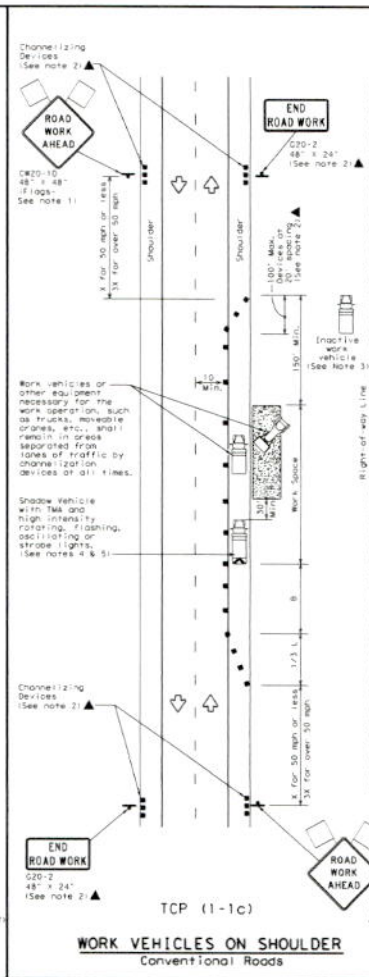
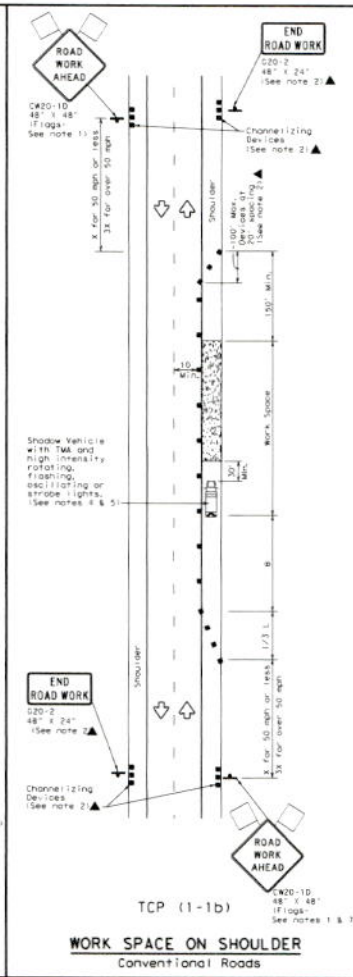
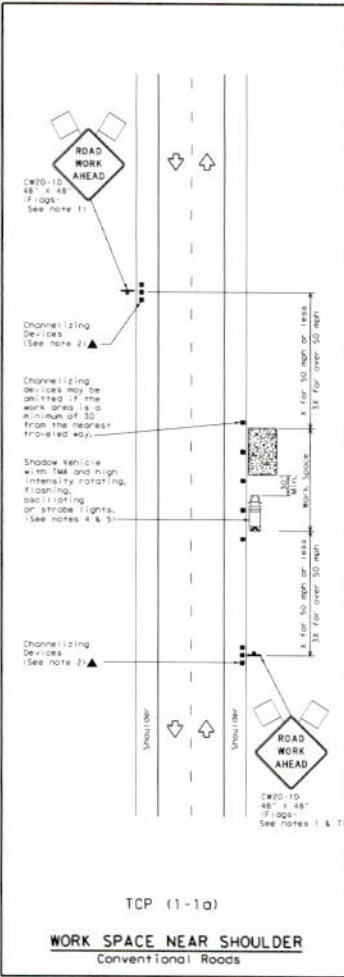
PIPE SUMMARY GENERIC

PIPE REQUIRED	250' 1" PLA SERVICE IP - Intermediate Pressure (WOP: 122487000)
250' TOTAL PIPE	
DATE	5/18/2026
BY	RJO
APPROVED BY	
DATE	

13570 COUNTY ROAD 431 TYLER, TX

EC2-2601018

DISCLAIMER: THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PROVIDES THIS PLAN AS A GUIDE ONLY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. TxDOT DOES NOT WARRANT THE ACCURACY OF THIS PLAN OR ASSUME LIABILITY FOR ANY DAMAGE RESULTING FROM THE USE OF THIS PLAN.



LEGEND											
	Type 3 Barricade		Channelizing Devices		Truck Mounted Attenuator (TMA)		Portable Changeable Message Sign (PCMS)		Traffic Flow		Frogger
	Heavy Work Vehicle		Trailer Mounted Flashing Arrow Board		Sign		Fog				

Posted Speed	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Spacing of Sign	Suggested Longitudinal Buffer Spacing		
mph		ft	ft	ft	ft		
30	150	150	180	30'	60	120	90
35	205	225	245	35'	70	160	120
40	265	295	320	40'	80	240	155
45	450	495	540	45'	90	320	195
50	500	550	600	50'	100	400	240
55	550	605	660	55'	110	500	295
60	600	660	720	60'	120	600	350
65	650	715	780	65'	130	700	410
70	700	770	840	70'	140	800	475
75	750	825	900	75'	150	900	540

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (ft); W=Width of Offset (ft); S=Posted Speed (mph)

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol. The triangle symbol may be omitted when posted elsewhere in the plan, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A shadow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the shadow vehicle and TMA.
- Additional shadow vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces. See TCP (1-1) for shoulder work on divided highways, expressways and freeways.
- CW20-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation
 Traffic Operations Division Standard
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK
TCP (1-1)-18

DATE:	10/12/11	BY:	WJG	CHK:	WJG
FILE:	10/12/11	REV:	0	APP:	WJG



APPLICATION FOR PERMIT FOR THE INSTALLATION
PIPE AND/OR UTILITY LINES WITHIN A COUNTY MAINTAINED
RIGHT OF WAY OR EASEMENT
Smith County Road & Bridge Department
P.O.Box 990
Tyler, Texas 75710

1. Applicant: Oncor Electric Delivery Date: 4/30/2026
Company Name (if different): _____ Phone: 512.713.5218
Address: 777 Main Street Fax: _____
Fort Worth, TX Zip: 76102
24/7 Contact Name: Richard Lusk / Corey Palmer Phone: 903.603.6222 / 469.836.1537
Contractor: Ferreirra Power South Phone: 903.603.6222 / 469.836.1537
Bonding Company: Ferreira Power South Phone: 903.603.6222 / 469.836.1537
2. Franchise Holder: Oncor Electric Delivery Phone: 512.713.5218
3. Franchise Contact: Reid Hiler Phone: 512.713.5218
4. Location (if applicable, length of installation in feet): CR 431 - Reconductor approx. 4,800 ft of existing 3-phase line to 795AAC, replacing poles and adding additional midspan poles along CR431, Starting GPS: 32.506533, -95.396878 Ending GPS: 32.500079, -95.38581
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: see attached TCP

7. Proposed start date: 7/1/2026 Completion date: 12/31/2026

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

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

Specific instructions and conditions are as follows:

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

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

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

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

Applicants Signature: S. Reid Hiler Date: 4/30/2026

Approved: 
Smith County Road Administrator/Engineer



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

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

1. Applicant: Joshua Rogers Date: 3/20/2026
Company Name (if different): Oncor Electric Phone: 682-999-1045
Address: 1616 Woodall Rodgers Fwy Dallas, TX, 75202 Fax: _____
Zip: _____
24/7 Contact Name: Richard Lusk Phone: 903-603-6222
Contractor: Ferreira Power South Phone: 903-603-6222
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric Phone: _____
3. Franchise Contact: Joshua Rogers Phone: 682-999-1045
4. Location (if applicable, length of installation in feet): Oncor will be replacing 3 poles along CO 1143

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

6. Describe all traffic controls or warning devices anticipated for this project: Traffic Control for lane closure will be attached.

7. Proposed start date: 5/4/2026 Completion date: 9/4/2026

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

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

Specific instructions and conditions are as follows:

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

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

20. Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.

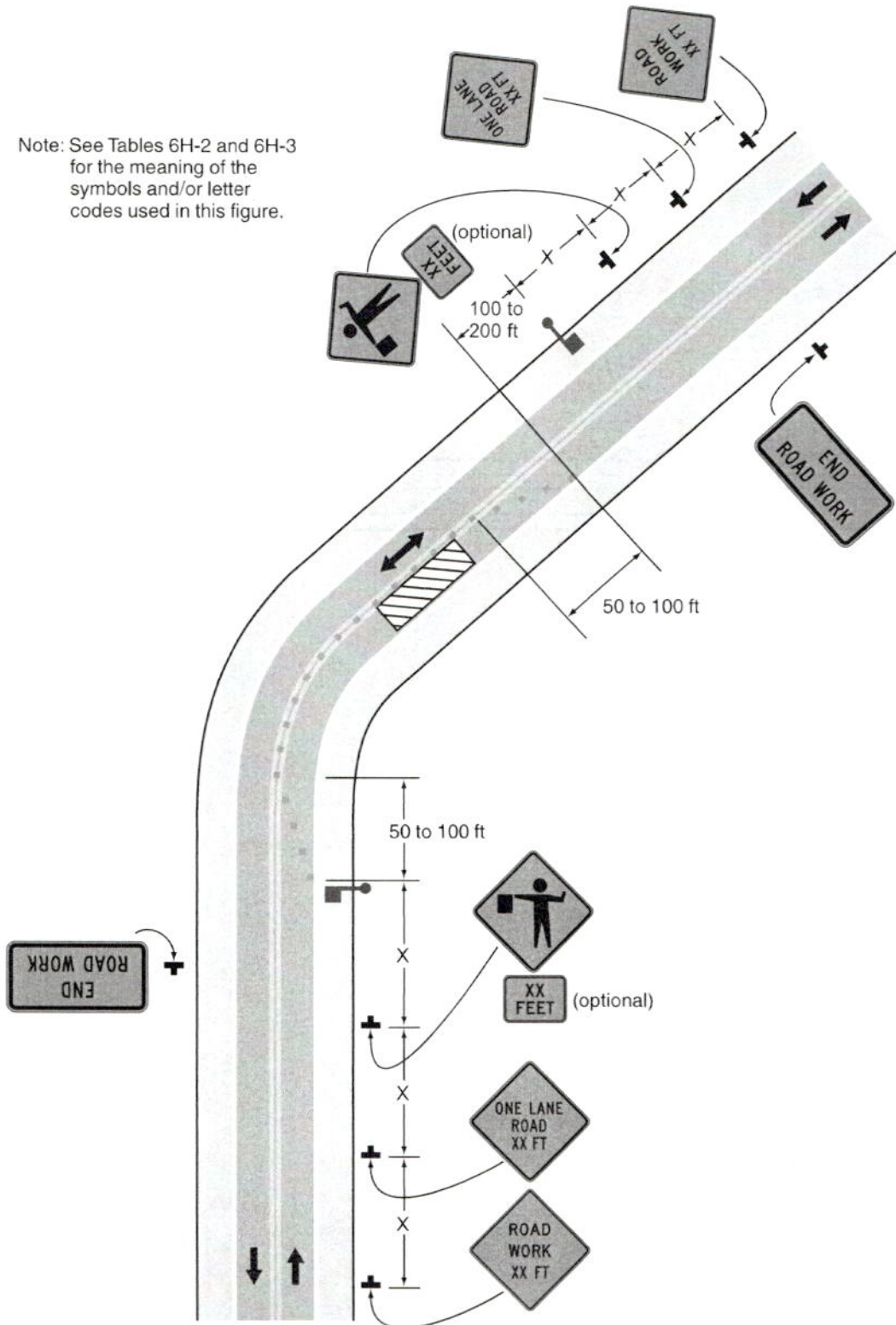
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to it use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Joshua Rogers Date: 4/13/2026

Approved: Austin Brz
Smith County Road Administrator/Engineer

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Typical Application 10

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

1. Applicant: Metronet Date: 4/27/26
Company Name (if different): _____ Phone: 812-916-1792
Address: 3701 Communications Way, Evansville IN Fax: _____
47715 Zip: _____
24/7 Contact Name: TAYLOR SHELTON Phone: 812213-1311
Contractor: TBD Phone: TBD
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): CR 1344; RANA PK; SARA LN; PINEDALE CIR

1284

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

6. Describe all traffic controls or warning devices anticipated for this project: _____
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction. (TXFL006)

7. Proposed start date: 5/18/2026 Completion date: 11/18/2026

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

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3. Lines crossing under surfaced roads and under surfaced cross roads with in the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line.
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13. All work shall conform to the design standards and specifications of the County.
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15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.
16. The applicant shall provide proof of Insurance.
17. The applicant shall be responsible for all utility locates.
18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.
19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes _____ No^x _____

20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

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

Applicants Signature: Jaylor Shelton Date: 5.11.26

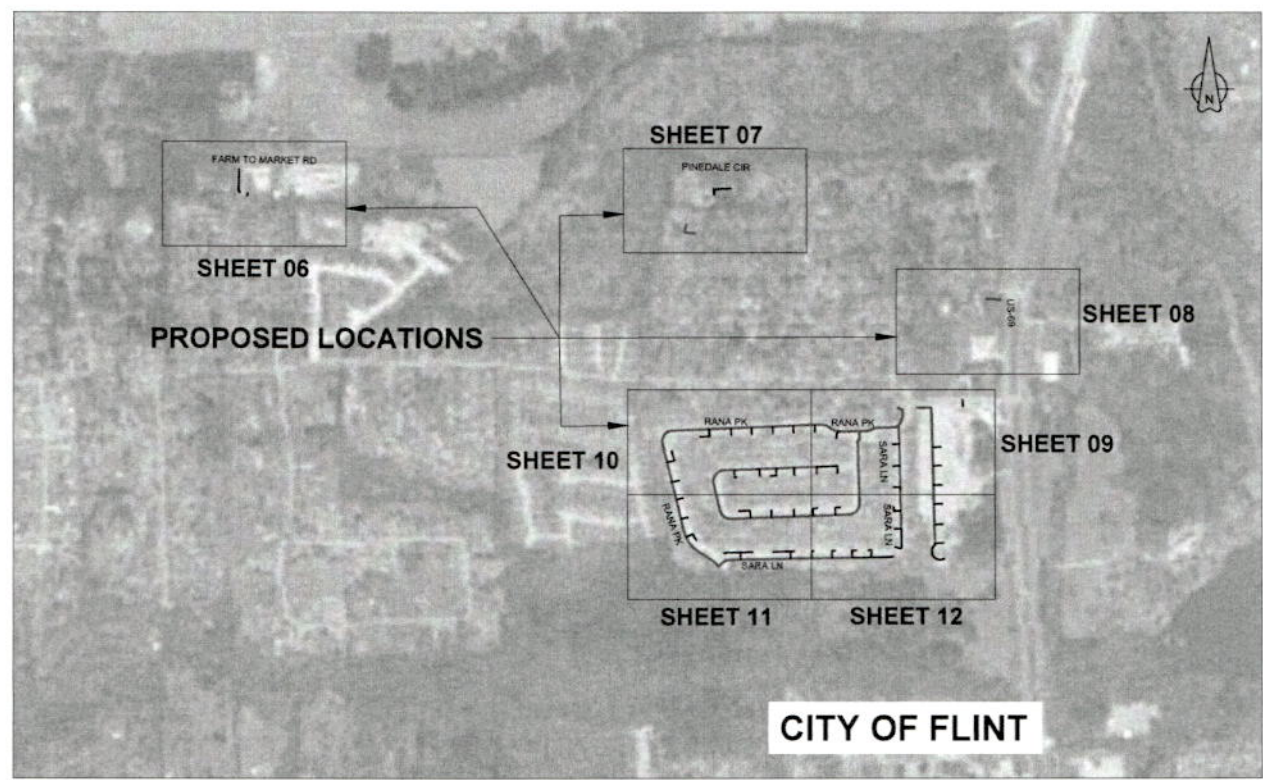
Approved: Austin B...
Smith County Road Administrator/Engineer

THIS DRAWING IS THE PROPERTY OF METRONET. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF METRONET IS STRICTLY PROHIBITED.

NO.	DATE	DESCRIPTION	BY	CHKD

PROPOSED ROUTE LOCATION
 ROUTE TWELVE COUNTY
 LOCATION: RANA PK & SARA LN
 FLINT, SMITH COUNTY, TX

DESIGNED BY	
DRAWN BY	
SCALE	
DATE DRAWN	04/22/2008
FILE NAME	
PROPOSED INSTALLATION	
PROJECT NUMBER	
TITLE BLOCK	
SHEET	
01	TOTAL SHEETS 16



LEGEND	
	GRIDS
	Proposed Underground Fiber Optic Cable with Tracer & 1.25" HDPE SDR 13.5 Ducts via Horizontal Directional Drilling
	Proposed 1.25" HDPE SDR 13.5 Ducts via Horizontal Directional Drilling

12

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/09/2026	Submitted by: Atonia Rawlings
Meeting Date: 06/16/2026	Department: Treasurer
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Monthly Treasurer's Report	
Agenda Category: <input type="checkbox"/> Briefing Session <input type="checkbox"/> Recurring Business <input checked="" type="checkbox"/> Court Orders <input type="checkbox"/> Resolution <input type="checkbox"/> Presentation <input type="checkbox"/> Executive Session	
Agenda Wording: Consider and Accept the Treasurer's May monthly report as received.	
Background: May 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**

MAY 2026

SUBMITTED TO: COMMISSIONER'S COURT, SMITH COUNTY TEXAS

SUBMITTED DATE: June 9, 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.

****NOTE** MAY SSB INTEREST HAS NOT BEEN ADDED**MAY INVESTMENT INTEREST HAS NOT BEEN ADDED**
REPORT FOR MAY 1, 2026 TO MAY 31, 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 MAY 31, 2026
SUBMITTED ON JUNE 8, 2026**

SMITH COUNTY JUDGE

COMMISSIONER, PRECINCT #1

COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3

COMMISSIONER, PRECINCT #4

SMITH COUNTY CLERK

SMITH COUNTY AUDITOR

CASH BALANCE 5/31/2026

10 GENERAL	\$	41,426,407.04	
11 GRAFFITTI	\$	214,276.68	
12 COURTHOUSE SECURITY	\$	1,276,727.98	
13 DA SPECIAL	\$	28,240.98	
14/26/24/25 COURT IMPROVEMENT	\$	813,938.49	
16 LAW LIBRARY	\$	83,217.64	
17 LAW ENF SEIZURES	\$	534,711.02	
18 DA CRIME PREVEN	\$	-	CLOSED
19 DA FED ASSET	\$	59,304.23	
20 DRUG FORFEITURES	\$	247,627.44	
21 CRIME VICTIMS	\$	191,699.09	
22 DA DRUG FORFEITURE	\$	273,156.99	
27 ANTI GANG	\$	409,090.81	
29 DPS SEIZURE	\$	132,004.64	
32 FINANCIAL CRIME	\$	1,902,833.80	
33 CH 19 ELECTIONS	\$	30,053.19	
35 DEA TASK FORCE	\$	136,003.98	
36/38 JAG CAMERA	\$	15,470.75	
40 ERO	\$	96,915.84	
42 LEOSE	\$	142,659.59	
43 JUD EDUCATION	\$	43,852.09	
44/52 TECH JUST/DIST CRT	\$	400,544.02	
45/73 FACILITY IMPROVEMENT	\$	4,780,423.80	
46 RECORDS MGT COUNTY CL	\$	3,069,367.18	
48 DIST CLERK TITLE IV-D	\$	56,723.60	
49 RECORDS MGT DIST CLRK	\$	275,534.66	
50 FORFEITURE INT	\$	354,192.00	
53 COMMISSARY FUND	\$	1,069,334.71	
54 CCD INSURANCE	\$	83,705.48	
55/74 AARPA FUNDS	\$	6,880,450.14	
56 INSURANCE	\$	4,924,147.15	
59 CONSTRCTN 2024	\$	961,930.90	
61 ELECTION CONTRACT FUND	\$	130,927.46	
62 TRUST AND AGENCY	\$	960,785.57	
63 EVIDENCE FUND	\$	7,224.65	
68 LPPF-HOSPITALS	\$	597,166.66	
70 DEBT SERVICES	\$	10,246,119.81	
71 INFSTRCTR 2019	\$	508,596.07	
72 INFSTRCTR 2020	\$	37,165.02	
75 ROAD AND BRIDGE	\$	20,891,950.44	
76 INFSTRCTR 2021	\$	18,423.77	
77 INFSTRCTR 2022	\$	395,371.42	
78 PARKING STRUCTURE	\$	5,158,977.58	
79 CRTHSE CONSTRUCTION	\$	55,727,362.88	
80 ELECTION VOTING	\$	7,556.96	
83 AUTO THEFT-ET CRUSH	\$	49,713.49	
86 TJPC TITLE IV-E	\$	3.58	CLOSING
87 JAC MAINTENANCE	\$	71,900.21	
88 ADULT PROBATION	\$	977,912.26	
90 JUVENILE PROBATION	\$	15,940.78	
93 JUVENILE	\$	2,858,133.64	
95 TJPC STATE AID	\$	1,513,722.51	
97 INFSTRCT ROAD CONS 2025	\$	17,095,581.32	
98 STATE ACH	\$	5,828.99	
99 PAYROLL	\$	164,623.39	
	\$	146,929,127.33	

STATEMENT OF INVESTMENT ACCOUNTS 5/31/2026

FUND	3.7475%			3.5974%			TOTAL ALL	MAY	10-25-9-26
	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL	INVESTMENTS	TOTAL MO INT	TOTAL YRLY INT
10 GENERAL	\$27,898,087.23	\$88,797.03	\$27,986,884.26	\$841,081.95	\$2,569.82	\$843,651.77	\$28,830,536.03	\$91,366.85	\$ 646,999.20
11 GRAFFITI						\$0.00	\$0.00	\$0.00	
12 SECURITY						\$0.00	\$0.00	\$0.00	
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	\$194,336.28	\$618.56	\$194,954.84			\$0.00	\$194,954.84	\$618.56	\$ 4,379.38
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				\$163,891.43	\$500.76	\$164,392.19	\$164,392.19	\$500.76	\$ 3,568.49
45 FAC. IMPROVEMENT				\$2,136,222.67	\$6,526.86	\$2,142,749.53	\$2,142,749.53	\$6,526.86	\$ 46,512.85
46 RECORDS MGMNT	\$2,617,957.46	\$8,332.71	\$2,626,290.17	\$1,388,403.64	\$4,242.03	\$1,392,645.67	\$4,018,935.84	\$12,574.74	\$ 89,226.19
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 5/31/2026

FUND	3.7475%			3.5974%			TOTAL ALL	MAY	10-25-9-26
	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL	INVESTMENTS	TOTAL MO INT	TOTAL YRLY INT
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	\$1,238.31	\$3.98	\$1,242.29			\$0.00	\$1,242.29	\$3.98	\$ 28.00
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 IMPRVMTS						\$0.00	\$0.00	\$0.00	
70 DEBT SERVICE	\$29,325.85	\$93.34	\$29,419.19			\$0.00	\$29,419.19	\$93.34	\$ 677.43
73 WORKFORCE FUND			\$0.00	\$70,834.86	\$216.42	\$71,051.28	\$71,051.28	\$216.42	\$ 1,550.21
75 ROAD & BRIDGE	\$3,650,050.43	\$11,617.78	\$3,661,668.21	\$251,493.14	\$768.41	\$252,261.55	\$3,913,929.76	\$12,386.19	\$ 128,654.71
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	\$35.84	-\$35.81	\$0.03	\$82.35	-\$82.24	\$0.11	\$0.14	-\$118.05	\$ 23.52
87 JAC MAINTENANCE				\$750,303.07	\$2,292.44	\$752,595.51	\$752,595.51	\$2,292.44	\$ 16,336.71
88 ADULT PROBATION	\$2,053,314.00	\$6,535.54	\$2,059,849.54			\$0.00	\$2,059,849.54	\$6,535.54	\$ 46,271.58
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	\$2,944.55	\$9.33	\$2,953.88	\$94,468.28	\$288.64	\$94,756.92	\$97,710.80	\$297.97	\$ 2,131.42
92 JAIBG TRUANCY						\$0.00	\$0.00	\$0.00	
95 TJPC STATE AID						\$0.00	\$0.00	\$0.00	
98 STATE ACH	\$269,747.98	\$858.50	\$270,606.48			\$0.00	\$270,606.48	\$858.50	\$ 5,296.41
99 PAYROLL						\$0.00	\$0.00	\$0.00	
TOTALS	\$36,717,037.93	\$116,830.96	\$36,833,868.89	\$5,696,781.42	\$17,323.14	\$5,714,104.56	\$42,547,973.45	\$ 134,154.10	\$ 991,656.13

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 # _____

14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/09/2026	Submitted by: T. Wilson
Meeting Date: 06/16/2026	Department: Comm. Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Professional Services Agreement & Ad Hoc Committee Appointment - Regional Groundwater Conservation District	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and Consultation with Attorney regarding the creation of the Northeast Texas Groundwater Conservation District.	
Background: This action is required to begin the process of creating a Regional Groundwater Conservation District. The agreement and appointment are the necessary first steps in moving forward.	
Financial and Operational Impact: Cost is dependent on the number of members. Current Cost: \$1219 per month per county plus out-of-pocket expenses based on 16 participating Counties.	
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: Thomas Wilson	Email: twilson@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

15

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/09/2026	Submitted by: T. Wilson
Meeting Date: 06/16/2026	Department: Comm. Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Professional Services Agreement & Ad Hoc Committee Appointment - Regional Groundwater Conservation District	
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 Professional Services Agreement between Smith County and the SledgeLaw Group, PLLC for legal services related to the creation of a regional groundwater conservation district and appoint a Smith County designee to serve on the multi-county joint committee under the agreement	
Background: This action is required to begin the process of creating a Regional Groundwater Conservation District. The agreement and appointment are the necessary first steps in moving forward.	
Financial and Operational Impact: Cost is dependent on the number of members. Current Cost: \$1219 per month per county plus out-of-pocket expenses based on 16 participating Counties.	
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: Thomas Wilson	Email: twilson@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

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