

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



*Striving for Excellence*

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



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

---

Phone: (903) 590-4605

Fax: (903) 590-4615

---

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, June 9, 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 12, 2026, as "Celebrating Women Veterans Day" in Smith County.

***PRESENTATION***

**SHERIFF'S OFFICE/ ENVIRONMENTAL DIVISION**

2. Receive report on Countywide Cleanup project for 2026.

***COURT ORDERS***

**SHERIFF'S OFFICE**

3. Consider and take necessary action to approve an amendment to the Office of the Government Public Safety Office Body Worn Camera Program, FY2027 grant resolution and authorize the county judge to sign all related documentation.

**FIRE MARSHAL'S OFFICE**

4. Consider and take necessary action to authorize the sale of fireworks for the June 14 - 19, 2026, firework season.

**COMMISSIONERS COURT**

5. Consider and take necessary action to approve the renewal of the lease of space between Smith County and the Board of Regents of the Texas A&M University System and allow the county judge to sign all related documentation.

***RECURRING BUSINESS***

**COMMISSIONERS COURT**

6. Receive monthly reports from Smith County departments.

**ROAD AND BRIDGE**

7. Consider and take necessary action to authorize the county judge to sign the final plat for the Superior Services and Construction Subdivision, Precinct 3.

**AUDITOR'S OFFICE**

8. 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.

**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: 6/2/2026

Time: 5:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1





*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**, women have a long and often unrecognized history in providing military service to the United States of America, having served in the Armed Forces since the Revolutionary War. Our veterans disregard their own wellbeing and act with incredible honor to preserve for us, the citizens of this great nation, our freedom; and

**WHEREAS**, Smith County honors the tremendous sacrifices our women in uniform have made in order to defend our country; and

**WHEREAS**, the commonwealth pay special tribute to the valiant guardians of our freedom who remain listed as Missing in Action, and offers support to the loving families who hope for their safe return; and

**WHEREAS**, as citizens of the United States of America, we owe a great debt to our female veterans, and today we ask that they be honored for their sacrifices and service. The valor and devotion to duty demonstrated by current and past servicewomen have paved the way for future generations.

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

**“Celebrating Women Veterans Day”**

in Smith County and encourages all citizens to recognize, honor and thank the women who have served and who continue to serve our nation in the Armed Forces and National Guard.

***WITNESS OUR HANDS THIS 9th 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

**2**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 05/28/26	<b>Submitted by:</b> Amanda Deck
<b>Meeting Date:</b> 06/09/26	<b>Department:</b> Smith County Sheriff's Office
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> 2026 Smith County County Wide Cleanup Project	
<b>Agenda Category:</b> <input checked="" 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	
<b>Agenda Wording:</b> Report on the results of the County wide cleanup project for 2026	
<b>Background:</b> Smith County Environmental Deputies have completed the countywide cleanup project for FY2026 and will present a report on the project outcomes.	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Amanda Deck	<b>Email:</b> adeck@smith-county.com
<b>Name:</b> Deputy Michael Johnson	<b>Email:</b> mjohnson@smith-county.com
<b>Name:</b> Sgt. Tina Glover	<b>Email:</b> tglover@smith-county.com
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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

**3**

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

<b>Submission Date:</b> 5/28/26	<b>Submitted by:</b> Jana Teague for SCSO
---------------------------------	---

<b>Meeting Date:</b> 6/9/26	<b>Department:</b> Auditors for SCSO
-----------------------------	--------------------------------------

<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration	<input type="checkbox"/> For Discussion/Report
--	--

<b>Title:</b> FY27 SCSO Body Worn Camera Project
--

<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business
<input type="radio"/> Court Orders <input checked="" type="radio"/> Resolution
<input type="radio"/> Presentation <input type="radio"/> Executive Session

<b>Agenda Wording:</b> Consider and take necessary action to approve to apply, to sign updated resolution for the Office of the Governor Public Safety Office Body Worn Camera program, FY2027 grant application.
---

<b>Background:</b> A section of the original resolution approved in December 2025 was missing. That section has been added and the document needs to go through Commissioners Court approval in order to be valid.
--

<b>Financial and Operational Impact:</b> 25% Match
--

<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	---

<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---

<b>Return Signed Documents to the following:</b>
--

<b>Name:</b> Jana Teague	<b>Email:</b> jteague@smith-county.com
--------------------------	--

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

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

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

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

SUBMIT

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



**RESOLUTION  
FY27 SCSO BODY WORN CAMERA PROJECT**

**WHEREAS**, The Smith County Commissioners Court finds it in the best interest of the citizens of Smith County that the FY27 SCSO Body Worn Camera Project be operated for FY27; and

**WHEREAS**, The Smith County Commissioners Court agrees to provide applicable matching funds for the said project as required by PY2027 Body-Worn Camera Program grant application; and

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

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

**WHEREAS**, Smith County Commissioners Court designates the Smith County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Smith County Commissioners Court approves submission of the grant application for the FY27 SCSO Body Worn Camera Project to the Office of the Governor.

Passed and approved this 9<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Neal Franklin, County Judge

\_\_\_\_\_  
Christina Drewry, Comm. Pct. 1

\_\_\_\_\_  
John Moore, Comm. Pct. 2

\_\_\_\_\_  
J Scott Herod, Comm. Pct. 3

\_\_\_\_\_  
Ralph Caraway, Sr., Comm. Pct. 4

Grant Number: 56936-01

**4**

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

<b>Submission Date:</b> 05/27/2026	<b>Submitted by:</b> CHAD HOGUE
------------------------------------	---------------------------------

<b>Meeting Date:</b> 06/09/2026	<b>Department:</b> SCFMO
---------------------------------	--------------------------

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

**Title:** Firework Season

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

**Agenda Wording:** Consider and take necessary action to approve the June 14 - June 19, 2026 firework season.

**Background:** The Commissioners Court of a county by order may allow a retail fireworks permit holder to sell fireworks in that county only to the public and only during one or more of the specified periods.

- Beginning June 14 and ending at midnight on June 19 in a county in which the commissioners court of the county has approved the sale of fireworks during the period.

**Financial and Operational Impact:**

<b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	---

**Does Document Require Signature?** Yes  No

**Return Signed Documents to the following:**

<b>Name:</b> CHAD HOGUE	<b>Email:</b> chogue@smith-county.com
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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



STATE OF TEXAS  
COUNTY OF SMITH

§  
§  
§

IN THE COMMISSIONERS COURT

**ORDER AUTHORIZING JUNETEENTH FIREWORK SALES**

**WHEREAS**, the Commissioners Court of Smith County is authorized under the Texas Occupations Code § 2154.202(h)(3), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Juneteenth; and

**WHEREAS**, on the 9<sup>th</sup> Day of June 2026, the Commissioners Court of Smith County has determined that conditions are favorable to issue such an Order.

**NOW, THEREFORE, BE IT ORDERED BY THE SMITH COUNTY COMMISSIONERS COURT THAT** the sale of fireworks to the public by retail fireworks permitholders is **AUTHORIZED** during the Juneteenth period beginning June 14, 2026, and ending midnight, June 19, 2026, subject to the following restrictions:

1. This order shall expire immediately upon a determination by either the Texas Fire Service or the Smith County Fire Marshal that drought conditions exist in Smith County.

**APPROVED AND ADOPTED THIS 9<sup>th</sup> DAY OF JUNE 2026, BY THE SMITH COUNTY COMMISSIONERS COURT.**

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

\_\_\_\_\_  
**CHRISTINA DREWRY**  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
**JOHN MOORE**  
COMMISSIONER, PRECINCT 2

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

\_\_\_\_\_  
**RALPH CARAWAY, SR**  
COMMISSIONER, PRECINCT 4

**ATTEST:** \_\_\_\_\_  
**KAREN PHILLIPS, COUNTY CLERK**

**5**

## SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

<b>Submission Date:</b> 6/2/2026	<b>Submitted by:</b> Rachel McCord
<b>Meeting Date:</b> 6/9/2026	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> Lease Renewal Agreement - Board of Regents of the Texas A&M University System	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to approve the renewal of the lease of space between Smith County and the Board of Regents of the Texas A&M University System and allow the county judge to sign all related documentation.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b> Thomas Wilson	<b>Email:</b> twilson@smith-county.com
<b>Name:</b> Maggie King	<b>Email:</b> mking@tamus.edu
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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



Office of the Vice Chancellor for Business Affairs  
**THE TEXAS A&M UNIVERSITY SYSTEM**

May 21, 2026

The Honorable Neal Franklin  
County Judge, Smith County  
200 E. Ferguson, Suite 211  
Tyler, Texas 75702

RE: Agreement for Lease of Space (the “Lease”) by and between Smith County, Texas, a Texas political subdivision of the State of the Texas (“Landlord”), and the Board of Regents of The Texas A&M University System (“A&M System”), an agency of the State of Texas, as tenant, for the use and benefit of Prairie View A&M University (“PVAMU”), governing the use of a 2,230 square feet situated in the Cotton Belt Building, Suites 305, 307, 309, 311, 313, 317 located at 1517 W. Front Street, Tyler, Smith County, Texas 75702 (the “Leased Premises”)

Dear Judge Franklin:

On or about August 13, 2024, Smith County entered into the above-referenced Lease with the A&M System for use of 2,230 square feet situated in the Cotton Belt Building, Suites 305, 307, 309, 311, 313, 315, 317 located at 1517 W. Front Street, Tyler, Smith County, Texas 75702. The original Term of this Lease was for the period beginning on August 15, 2024, and expiring on August 15, 2026.

In accordance with Section 2.02 of the Lease, A&M System is giving you notice that it is exercising its first option to renew the Lease for an additional 12-month period, beginning August 16, 2026, and continuing through August 15, 2027. All other terms and conditions of the Lease will remain the same.

Please execute this letter in the space provided below signifying your receipt of this notice and the renewal of the Lease on the terms stated herein and return one fully executed copy to me at your earliest convenience. Your assistance is greatly appreciated.

Sincerely,

**John A. Barton**  
Acting Vice Chancellor for Business Affairs  
The Texas A&M University System

**AGREED** and **EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SMITH COUNTY**, a Texas political subdivision of  
the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this "Lease") is by and between **SMITH COUNTY, TEXAS**, a political subdivision of the State of Texas, as the landlord ("**LANDLORD**") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as the tenant ("**A&M SYSTEM**"), for the use and benefit of Prairie View A&M University ("**PVAMU**"). Whereas, such an arrangement serves a "public purpose" and is authorized by law pursuant to Texas Government Code, Chapter 791, "Interlocal Cooperation Contracts" and the Texas Local Government Code, Chapter 272, where property is granted in the public interest between governmental entities. Tex. Gov't Code Ch. 791 et. sec.; and Tex. Loc. Gov't Code § 272.005.

### ARTICLE 1 PREMISES

**1.01 Exclusive Use.** **LANDLORD**, in consideration of the mutual covenants and obligations of this Lease, hereby leases to **A&M SYSTEM** the exclusive use of the following described property:

2,230 square feet of space situated in the Cotton Belt Building, Suites 305, 307, 309, 311, 313, 315, 317 on the second floor (the "Building"), located at 1517 W. Front Street, Tyler, Smith County, Texas 75702 (the "Premises"), as depicted on Exhibit "A" attached hereto.

**A&M SYSTEM**, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Building.

**1.02 Tenant Improvements.** **LANDLORD** will provide phones and phone and internet lines and service for the Premises. **LANDLORD** will repair and/or replace any necessary light fixtures in the Premises prior to **A&M SYSTEM**'s move in. **LANDLORD** will deliver the Premises to **A&M SYSTEM** in a clean and orderly condition and ready for **A&M SYSTEM**'s use.

**1.03 Quiet Enjoyment.** **LANDLORD** covenants and agrees that so long as **A&M SYSTEM** is not in default under the terms of this Lease, **A&M SYSTEM** will peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

**1.04 Taxes.** Unless exempt, **LANDLORD** is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Premises and/or the Building.

**1.05 Utilities.** **LANDLORD** is responsible for all utility charges serving the Premises.

**1.06 Trash and Janitorial Services.** **LANDLORD**, at **LANDLORD**'s sole cost, will be responsible for all trash pick-up and the provision of janitorial services.

**1.07 Extermination Services.** LANDLORD, at LANDLORD's sole cost, will provide extermination services to the Premises at intervals specified by LANDLORD in writing to A&M SYSTEM. If the specified intervals are not sufficient to eradicate pests, LANDLORD will provide additional extermination service upon A&M SYSTEM's request.

**1.08 Telephone and Internet Services.** LANDLORD will provide, as currently installed, telephone and internet conduits necessary for A&M SYSTEM's use of the Premises. LANDLORD is responsible for all other equipment, fees, costs, and expenses related to providing telecommunication and internet service to the Premises.

## **ARTICLE 2** **TERM**

**2.01 Initial Term.** The term of this Lease will be two (2) years, commencing on August 15, 2024 (the "Commencement Date"), and ending on August 15, 2026 (the "Term", which definition will include all renewals of the initial Term, if exercised), unless sooner terminated in accordance with the terms of this Lease.

**2.02 Renewal.** A&M SYSTEM has the option to renew the term of this Lease for two (2) additional periods of twelve (12) months each by giving written notice to LANDLORD at least thirty (30) days prior to the expiration of the then current term. Such extension will be on the same terms and conditions as this Lease.

**2.03 Early Termination.** A&M SYSTEM may terminate this Lease, with or without cause, by sending LANDLORD thirty (30) calendar days' written notice of A&M SYSTEM's intent to terminate.

**2.04 Property Removal.** Upon the termination of this Lease for any reason, A&M SYSTEM will have the right to remove its equipment and personal property from the Premises, and must leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. A&M SYSTEM may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises.

## **ARTICLE 3** **RENT**

**3.01 Rent.** In lieu of the payment of any monetary rental payment(s) hereunder, A&M SYSTEM agrees to provide data to Smith County regarding juvenile crime statistics obtained from Smith County, Texas only in exchange for the use of the Premises as described herein.

**3.02 Availability of Funding.** This Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or

the availability of specific funds to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease upon written notice to **LANDLORD**, or may assign this Lease, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas, without further duty or obligation hereunder. **LANDLORD** acknowledges that appropriation of funds is beyond the control of **A&M SYSTEM**.

#### **ARTICLE 4** **COVENANTS AND OBLIGATIONS OF LANDLORD**

**4.01 Title to Premises.** **LANDLORD** covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to **A&M SYSTEM**. Additionally, **LANDLORD** warrants that the person executing this Lease on behalf of **LANDLORD** is authorized to do so, and that such person has the capacity to do so.

**4.02 Authority.** **LANDLORD** warrants and represents that it has all necessary power and has received all necessary approvals to execute and deliver this Lease, and the individual executing this Lease on behalf of **LANDLORD** has been duly authorized to act for and bind **LANDLORD**.

**4.03 Compliance.** **LANDLORD** warrants and guarantees that **A&M SYSTEM's** intended use of the Premises as office space does not violate any current city, state or local ordinance or statute or any restriction placed on the Building.

**4.04 Environmental Condition.** **LANDLORD** warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Premises prior to the Commencement Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. **LANDLORD** additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of hazardous substances or materials has occurred in, on, or under the Premises, and that the Premises are free of hazardous substances and materials as of the Commencement Date.

To the extent permitted by the Constitution and laws of the State of Texas, **LANDLORD** will indemnify **A&M SYSTEM** from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **A&M SYSTEM** or **A&M SYSTEM's** agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification includes any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **A&M SYSTEM**, **A&M SYSTEM's** agents, employees, contractors, or invitees. This indemnification will specifically include any and all costs due to

Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), solvents, pesticides, and petroleum.

## **ARTICLE 5** **MAINTENANCE**

**5.01 LANDLORD's Maintenance Obligations.** LANDLORD must maintain, at its sole cost and expense, the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition and must not permit or allow to remain any waste or damage to any portion of the Building or the Premises. LANDLORD must promptly repair any damage to the Building (expressly including the common areas, parking and landscaping) and the Premises, at its sole cost and expense, except damage arising from the act or negligence of A&M SYSTEM, its agents or employees, which will be the responsibility of A&M SYSTEM. For emergency and security purposes, and for maintaining the Premises, LANDLORD reserves the right, upon not less than twenty-four (24) hours' notice to A&M SYSTEM (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments.

**5.02 LANDLORD's Failure to Maintain.** In the event LANDLORD fails to maintain the Building and the Premises as required, A&M SYSTEM will give written notice thereof to LANDLORD and if LANDLORD fails to commence such maintenance within ten (10) days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, A&M SYSTEM may perform such maintenance. A&M SYSTEM may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The costs incurred by A&M SYSTEM, must be paid by LANDLORD to A&M SYSTEM upon demand. A&M SYSTEM will also have the remedies set forth in Article 12.

## **ARTICLE 6** **CONDEMNATION**

If a condemnation proceeding results in a partial or total taking of the Premises, then either party hereto may terminate this Lease by sending the other party hereto a written notice thirty (30) days in advance of the terminating party's intent to terminate this Lease. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease.

**ARTICLE 7**  
**DAMAGES**

**7.01 Damages to the Building or the Premises.** If the Building or the Premises are damaged by fire or other casualty, and A&M SYSTEM determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, A&M SYSTEM may terminate this Lease by written notice to LANDLORD delivered within thirty (30) days following the date of such fire or other casualty. If A&M SYSTEM opts not to terminate this Lease, then A&M SYSTEM will give written notice to LANDLORD within that thirty (30) day period, and LANDLORD must, within twenty (20) days following the date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. If LANDLORD fails to complete the rebuilding or restoration within sixty (60) days following the date of A&M SYSTEM's written notice, A&M SYSTEM will have the right to terminate this Lease by written notice delivered to LANDLORD within fifteen (15) days following the end of that sixty (60) day period. Alternatively, if LANDLORD is able to provide space suitable for A&M SYSTEM's use, in A&M SYSTEM's sole opinion, A&M SYSTEM may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree.

**7.02 Emergency Repairs.** In the event that any damages to the Premises presents a threat to the health or safety of A&M SYSTEM, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, A&M SYSTEM will notify LANDLORD immediately. LANDLORD will then repair the damage or authorize A&M SYSTEM to repair said damage. In the event that any costs are incurred by A&M SYSTEM, LANDLORD will reimburse A&M SYSTEM within ten (10) days following written demand from A&M SYSTEM accompanied by evidence of the costs incurred.

**ARTICLE 8**  
**INSURANCE**

**8.01 LANDLORD's Insurance Obligations.** LANDLORD covenants and agrees that from and after the date of delivery of the Premises from LANDLORD to A&M SYSTEM, and during the term of this Lease or any renewal thereof, LANDLORD will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of LANDLORD. LANDLORD must deliver to A&M SYSTEM upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and must provide that A&M SYSTEM be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer.

**8.02 A&M SYSTEM's Insurance Obligations.** LANDLORD acknowledges that, because A&M SYSTEM is an agency of the State of Texas, liability for the tortious conduct of employees of A&M SYSTEM or for injuries caused by conditions or use of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of A&M SYSTEM is provided by A&M SYSTEM as mandated by the provisions of Chapter 502, Texas Labor Code. A&M SYSTEM will have the right, at its option, to (a) obtain liability insurance protecting A&M SYSTEM and its employees and property insurance protecting A&M SYSTEM's buildings and contents; or (b) self-insure against any risk that may be incurred by A&M SYSTEM as a result of its operations under this Lease.

**ARTICLE 9**  
**ASSIGNMENT AND SUBLETTING**

**9.01** A&M SYSTEM may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any private parties (persons or corporations) without the prior written consent of LANDLORD, which consent will not be unreasonably withheld or delayed.

**9.02** LANDLORD will neither assign its rights nor delegate its duties under this Lease without the prior written consent of A&M SYSTEM.

**ARTICLE 10**  
**COMPLIANCE WITH STATE AND FEDERAL LAW**

**10.01 Accessibility.** In signing this Lease, LANDLORD certifies that at the time the Premises become occupied by A&M SYSTEM and throughout the term of this Lease and any additional tenancy, LANDLORD will comply with The Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 et seq.

Neither A&M SYSTEM nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither A&M SYSTEM, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

**10.02 Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, LANDLORD agrees that any payments owing to LANDLORD under this Lease may be applied directly toward certain debts or delinquencies that LANDLORD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

10.03 Intentionally deleted.

10.04 Debarment. **LANDLORD** represents and warrants, to the best of its knowledge and belief, that neither **LANDLORD** nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. **LANDLORD** must provide immediate written notice to **A&M SYSTEM** if, at any time **LANDLORD** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that **LANDLORD** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

**ARTICLE 11**  
**DEFAULT BY A&M SYSTEM**

**LANDLORD** may terminate this Lease and enter upon and take possession of the Premises if **A&M SYSTEM** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **A&M SYSTEM**, and such failure continues for thirty (30) days following **A&M SYSTEM**’s receipt of written notice of such default.

**ARTICLE 12**  
**DEFAULT BY LANDLORD**

If **LANDLORD** (i) fails to comply with any term, condition or covenant of this Lease that is required to be performed or observed by **LANDLORD**, or (ii) breaches any of its representations and warranties set forth in this Lease, or if **A&M SYSTEM** is unable to use the Premises for more than thirty (30) consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and **LANDLORD** does not cure or correct such failure, breach or condition within thirty (30) days after receipt of written notice from **A&M SYSTEM** to **LANDLORD** (or, in the case of an emergency, within 24 hours after receipt of written or telephonic notice thereof given by **A&M SYSTEM** to **LANDLORD**), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said thirty (30) day period, **LANDLORD** does not commence to cure such failure or breach within said thirty (30) days and does not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then **A&M SYSTEM**, in addition to any other remedy provided by law or in equity, may terminate this Lease and all of **A&M SYSTEM**’s obligations hereunder by giving written notice thereof to **LANDLORD** or, without being obligated to do so, **A&M SYSTEM** may cure or correct such default or breach for the account of **LANDLORD**, in which event all amounts expended or incurred by **A&M SYSTEM** (including reasonable attorneys’ fees), together with interest thereon at the maximum rate of

interest permitted by applicable law from the date of advancement until repaid, will be due and payable by **LANDLORD** to **A&M SYSTEM** within ten (10) days after demand.

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

**13.01 Notices.** Any notices required or permitted under this Lease must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**LANDLORD:** Smith County  
Attn: Neal Franklin  
200 E. Ferguson, Suite 211  
Tyler, Texas 75702  
Phone: 903-590-4605  
Email: nfranklin@smith-county.com

**With copy to:** Thomas Wilson, Asst. District Attorney, Civil Div.  
200 E. Ferguson, Suite 211  
Tyler, Texas 75702  
Phone: 903-590-4629  
Email: twilson@smith-county.com

**A&M SYSTEM:** Prairie View A&M University  
Office of Business Affairs  
Attn: Senior Vice President for Business Affairs & Chief  
Financial Officer  
P.O. Box 519 MS 1300  
Prairie View, Texas 77446  
Phone: 936-261-2150  
Email: cacarterhorn@pvamu.edu

**with copy to:** The Texas A&M University System  
Office of Business Affairs  
Attn: System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6350  
Email: sreo@tamus.edu

And

The Texas A&M University System  
Office of General Counsel  
Attn: Property & Construction  
301 Tarrow Street, 6<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6120  
Email: property@tamus.edu

**13.02 Force Majeure.** Neither party will be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Lease for failure or delay in fulfilling or performing any non-monetary obligation under this Lease if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control (financial inability excepted), including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, pandemics, quarantine, national or regional emergency, governmental order or action, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), will use reasonable commercial efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party will provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**13.03 Governing Law.** The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas.

**13.04 Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M SYSTEM will be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located.

**13.05 Entire Agreement.** This Lease and any document incorporated herein by reference constitutes the complete agreement of LANDLORD and A&M SYSTEM and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

**13.06 Severability.** In case any one or more of the provisions contained in this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Lease will be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The parties agree that any alterations, additions, or deletions to the provisions of this Lease that are required by changes in federal or state law or regulations are automatically incorporated into this Lease without written amendment hereto and will become effective on the date designated by such law or by regulation.

**13.07 Brokerage Commissions.** A&M SYSTEM will not be liable for any brokerage or finder's fees or commissions.

**13.08 Estoppel Certificates.** Any statement or representation of A&M SYSTEM in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of LANDLORD or A&M SYSTEM hereunder will be of no force and effect and may not be relied on by any person.

**13.09 Rules and Regulations.** A&M SYSTEM agrees to abide by any and all reasonable rules and regulations promulgated by LANDLORD for the proper operation of the Building provided all such rules and regulations are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to A&M SYSTEM for consideration and comment at least thirty (30) calendar days prior to implementation.

**13.10 Waiver.** The failure of LANDLORD or A&M SYSTEM to insist in any one or more instances on a strict performance of any of the covenants of this Lease will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

**13.11 Successors and Assigns.** This Lease and each and all of its covenants, obligations and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of LANDLORD, and the successors and assigns of A&M SYSTEM.

**13.12 State Auditor's Office Right to Audit.** LANDLORD understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. LANDLORD agrees to cooperate fully with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. LANDLORD will include this provision in all contracts with permitted subcontractors.

**13.13 Privileges and Immunities.** LANDLORD expressly understands and acknowledges that A&M SYSTEM is an agency of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by A&M SYSTEM of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**13.14 Conflict of Interest.** LANDLORD certifies, to the best of its knowledge and belief, that no member of the Board of Regents of The Texas A&M University System, nor any employee of A&M SYSTEM, has a direct or indirect financial interest in LANDLORD or in the transaction that is the subject of this Lease.

**13.15 Compliance with Laws.** Each party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Lease.

**13.16 Tax Exempt Status.** As an agency of the State of Texas, **A&M SYSTEM** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

**13.17 Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Lease, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by **A&M SYSTEM** and **LANDLORD** to attempt to resolve any claim for breach of contract made by **LANDLORD** that cannot be resolved in the ordinary course of business. **LANDLORD** will submit written notice of a claim of breach of contract under this Chapter to **A&M SYSTEM**, who will examine **LANDLORD**'s claim and any counterclaim and negotiate with **LANDLORD** in an effort to resolve the claim. This provision and nothing in this Lease waives **A&M SYSTEM**'s sovereign immunity to suit or liability, and **A&M SYSTEM** has not waived its right to seek redress in the courts.

**13.18 Confidentiality.** As an agency of the State of Texas, **A&M SYSTEM** is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. To the extent this Lease places any limits or restrictions on the disclosure of information that is or may be deemed by **LANDLORD** to be confidential, **A&M SYSTEM**'s compliance with the terms of the Public Information Act will not constitute a default under this Lease.

**13.19 Use of Name.** Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

**13.20 Cumulative Rights.** All rights, options, and remedies contained in this Lease and held by **A&M SYSTEM** and **LANDLORD** are cumulative and the exercising of one will not exclude exercising another. **A&M SYSTEM** and **LANDLORD** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of the Lease.

**13.21 Headings.** The captions in this Lease are included for reference only and are not considered a part of, and will not be deemed to modify, restrict, or enlarge any of the provisions of this Lease.

**13.22 Counterparts.** This Lease may be executed in multiple counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one document. To facilitate execution of this Lease, the parties hereto may execute and exchange by electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Lease to physically form one document.

The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record will be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (a) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN", such party is signing this Lease electronically, and (b) the electronic signatures appearing on this Lease will be treated, for purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

**13.23 Time.** Time is of the essence in respect to the performance of each provision of this Lease.

**ARTICLE 14**  
**SPECIAL PROVISIONS**

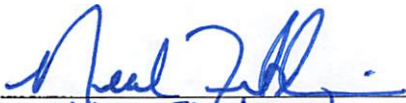
Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

**None.**

(SIGNATURE PAGES TO FOLLOW)

EXECUTED this 13<sup>th</sup> day of AUGUST, 2024 by LANDLORD.

SMITH COUNTY, TEXAS, a political subdivision  
of Texas

By:   
Name: NEAL FRANKLIN  
Title: COUNTY JUDGE


(SIGNATURES CONTINUE ON NEXT PAGE)

EXECUTED this 14 day of August, 2024 by A&M SYSTEM.

**BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, for the use and benefit of Prairie View A&M University

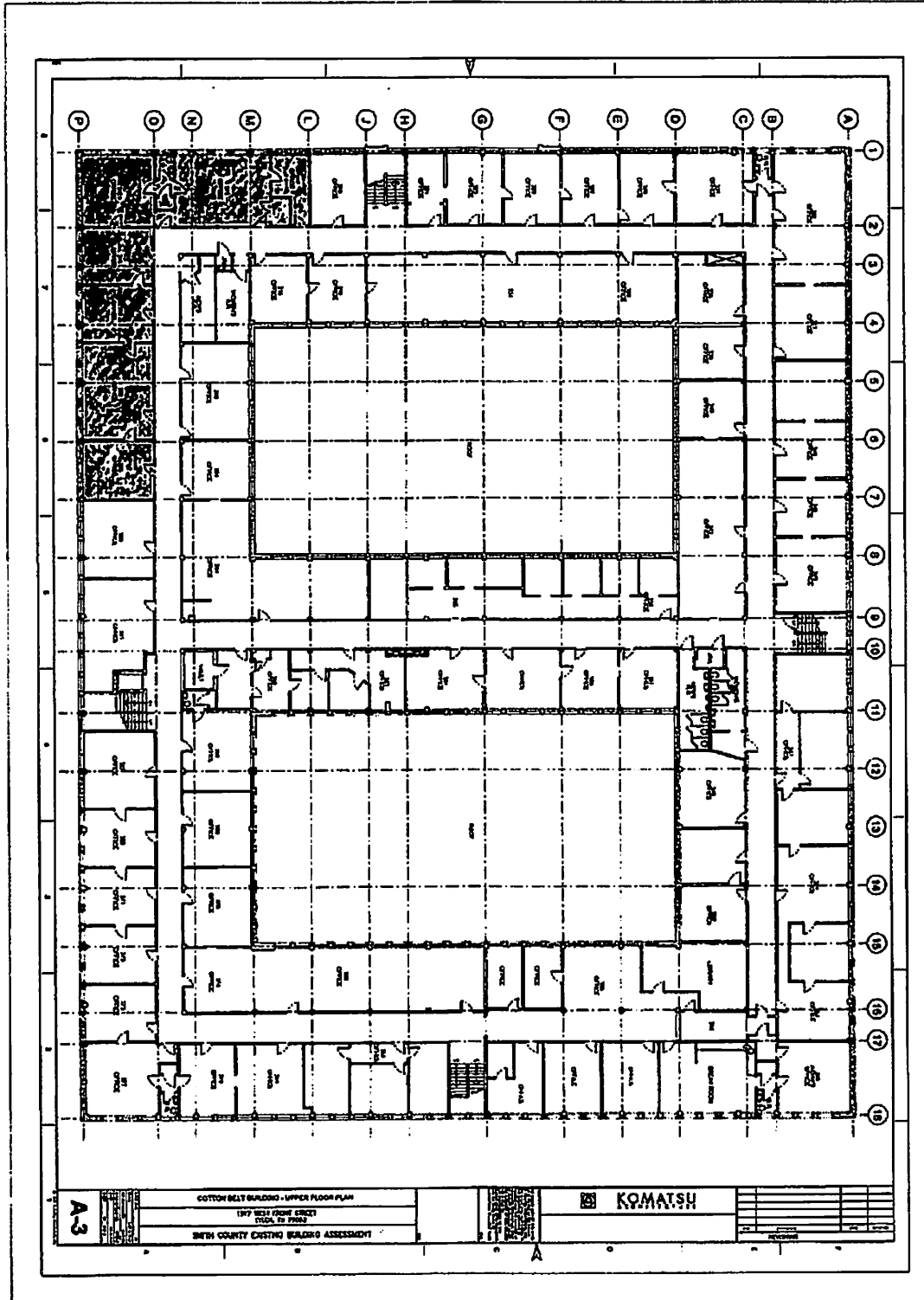
By: \_\_\_\_\_  
**CYNTHIA A. CARTER-HORN, PH.D**  
Senior Vice President for Business Affairs and  
Chief Financial Officer  
Prairie View A&M University

**APPROVED AS TO FORM:**



**BRADLEY T. SHARPE**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System

EXHIBIT A



**6**

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

<b>Submission Date:</b> 06/01/2026	<b>Submitted by:</b> Jennafer Bell
<b>Meeting Date:</b> 06/09/2026	<b>Department:</b> Commissioners Court
<b>Item Requested is:</b> <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
<b>Title:</b> Department Reports	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Receive monthly reports from Smith County departments.	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

**SUBMIT**

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

# FACILITY SERVICES



MONTHLY REPORT  
MAY 2026

EDWARD NICHOLS, DIRECTOR

---



## COMPLETED PM'S / WORK ORDERS

- Combined total: **1,246**
- Completed PM's: **899**
- Completed Non-PM work orders: **347**
- Average hours per work order: **0.80**
- Average cost per work order: **\$23.13**
- Combined total work orders completed for FY26: **12,053**

## NOTABLE COMPLETED TASKS

- **Central Jail-**
  - Completed the replacement of a faulty compressor on the tower roof top chiller.
  - Replaced a faulty toilet that was leaking water in tank 3G.
  - Cornerstone detention arrived on site to look at ongoing door equipment issues.
  - JCI troubleshot the FSCP located in the picket on the first floor. Will have to return to reprogram some devices.
  - Replaced faulty sump pump 2 located in the tunnel.
  - Completed the roof replacement project.
- **EOC-**
  - Troubleshot and repaired an issue with the fuel pump.
- **CSCD-**
  - Repaired a roof leak by removing failed sealant around a roof jack.
- **Animal Shelter Project-**
  - Asbestos abatement completed prior to construction project beginning.
  - Gas company contact about removing existing gas meter and relocating it.
- **Pct.2 Noonday-**
  - Repaired a water supply leak beneath the asphalt parking lot.
- **Courthouse-**
  - Repaired a refrigerant leak and replaced the EXV on Chiller 2 Ckt.I.

## CURRENT & SCHEDULED TASKS

- **Open Positions-**
  - Fill Qty.3 new Custodian positions. (Post openings in June to begin working in July.)
- **Employee Training-**
  - Certifications for custodians as needed.
  - Custodian Supervisor to attend available leadership training.
  - Maintenance to attend available training classes.
- **Courthouse Construction-** Hoar & SCI Construction
  - The new Courthouse site demolition began on August 5th. Expected completion is in December 2026. Move in slotted for January.
  - Demolition of existing Courthouse is expected to begin in March 2027.
  - Working to input all asset information into the CMMS program database. Afterwards, we will create PMs for all equipment.
- **Animal Shelter/Animal Control-**
  - Working with Fitzpatrick Architects on the ARPA project to renovate the Animal Shelter space.

- **Annex-**
  - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2<sup>nd</sup> floor I.T. server room project.
    - Awaiting award of Architectural RFP. (Approximately March)
  - Begin investigation for exterior waterproofing of the building. (CIP project)
    - We are currently working with Walker Consultants for assessment, design, spec, contract admin.
      - PO issued and began PHI work on 03/31/2026.
  - Working with RLM and Fitzpatrick towards a resolution of issues with the new CRAC units.
- **North Jail-**
  - Upgrade of the jail generator. – **ARPA**
    - Fitzpatrick Architects to provide design, specifications and contract administration.
    - PO issued to Drewery Construction \$427,036 on 12/19/24.
      - It is expected to begin in December 2025 and be completed February 2026.
        - Install completed, still working out issue with the propane fuel source.
  - FY26 CIP roof replacement project.
    - Awaiting award of Architectural RFP. (Approximately March)
- **Central Jail –**
  - FY26 CIP lighting controls upgrade.
    - Awaiting award of Architectural RFP. (Approximately March)
  - Repairs to minor damage of vehicle entrance/exit gates.
  - Replace multiple damaged counters in the tower tanks.
    - Repair existing - \$31,800
    - Replace with stainless steel – Approximately \$70,000
    - We must regularly repair the existing counters, and the cost is close enough to warrant spending a little more to replace them with stainless. This would cut out most of the reoccurring repairs in the future. Since 2021 we have spent approximately \$14,300 in repairs to these.
      - Requested in the FY27 budget.
- **Pct.2 Noonday –**
  - FY26 CIP parking lot expansion behind Constable, address lawn drainage issues and annual maintenance on existing asphalt parking lot.
    - Awaiting award of Architectural RFP. (Approximately March)
- **Combined storage facility construction – FY26 CIP**

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

	# New Cases	Amount Assessed	Amount Collected
<b>January</b>			
District	33	\$20,397.81	\$18,393.61
County	137	\$97,642.33	\$61,439.30
JP	140	\$49,716.23	\$24,082.50
Total	310	\$167,756.37	\$103,915.41
<b>February</b>			
District	24	\$15,834.14	\$16,963.56
County	138	\$71,102.92	\$73,643.85
JP	131	\$42,403.10	\$33,892.75
Total	293	129,340.16	\$124,500.16
<b>YTD</b>	<b>603</b>	<b>\$297,096.53</b>	<b>\$228,415.57</b>
<b>March</b>			
District	36	\$41,254.60	\$19,250.11
County	90	\$60,615.60	\$54,224.05
JP	77	\$54,422.50	\$52,309.50
Total	203	\$156,292.70	\$125,783.66
<b>YTD</b>	<b>806</b>	<b>\$453,389.23</b>	<b>\$354,199.23</b>
<b>APRIL</b>			
District	52	\$39,672.40	\$21,499.27
County	126	\$69,238.00	\$60,181.76
JP	105	\$57,565.80	\$28,779.80
Total	283	\$166,476.20	\$110,460.83
<b>YTD</b>	<b>1089</b>	<b>619,865.43</b>	<b>\$464,660.06</b>
<b>MAY</b>			
District	46	\$30,273.98	\$16,252.66
County	84	\$62,381.00	\$58,896.86
JP	107	\$63,030.50	\$27,811.50
Total	237	\$155,685.48	\$102,961.02
<b>YTD</b>	<b>1,326</b>	<b>\$775,550.91</b>	<b>\$567,621.08</b>



# County Of Smith

*"Striving For Excellence"*

Pretrial Release & Personal Bond Office  
200 East Ferguson  
Tyler, Texas 75702  
903.590.2620

## MONTHLY REPORT MAY 2026

**DATE:** June 2, 2026

Inmates interviewed	202
PBO bonds submitted	42
PBO bonds approved	28
PBO bonds in review	0
Inmates released/PBO bonds	14
Defendants failed to show for court	0

**Bonds Processed:**

Misdemeanors	346
Felony	207
Class – C	43
Out of County	35
Bond Fees collected	\$5,755
Total bonds processed	631

The Smith County Bail Bond Board meeting was on May 20, 2026, all bonding companies were in compliance.

## **Smith County Veterans Service Office**

### **MONTHLY REPORT**

**May 2026**

**Office Visits:**

**Smith County Residents – 144**

**Out of County Residents – 73**

**Total - 217**

**Phone Calls –551**

**Initial Claims Filed- 35**

**Pension, DIC & Survivor's Claims Filed-7**

**Appeals Filed- 25**

**Miscellaneous (Burial, DD-214 requests, etc.) - 164**

**Number of Clients Not Eligible to file claims-5**

**7**

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

<b>Submission Date:</b> 05/29/2026	<b>Submitted by:</b> KAREN NELSON
<b>Meeting Date:</b> 06/09/2026	<b>Department:</b> ROAD & BRIDGE
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
<b>Title:</b> PLAT	
<b>Agenda Category:</b> <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
<b>Agenda Wording:</b> Consider and take necessary action to authorize the County Judge to sign the: a. Final Plat for the Superior Services and Construction Subdivision, Precinct 3	
<b>Background:</b>	
<b>Financial and Operational Impact:</b>	
<b>Attachments:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Is a Budget Amendment Necessary?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Does Document Require Signature?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Return Signed Documents to the following:</b>	
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>
<b>Name:</b>	<b>Email:</b>

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

SUBMIT

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



Subdivision Name: Superior Services & Construction  
 Adjacent Road: CR 3101 / Barber Road  
 Developer: Superior Services Phone: 903 516 0514  
 email: rayandangel@outlook.com Fax: \_\_\_\_\_  
 Surveyor: Hedrick Land Surveying Phone: 903 983 3425  
 email: rthedrick94@earthlink.com Fax: \_\_\_\_\_  
 Roadway Length: 930.11 ft. (centerline)

Item	Date and Initial when received		
	Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required	✓
	Preliminary Plat Approved	Not Required	✓
	Final Plat (mylar & 3 prints)		5-27-26 S.B.
	Plat Fee	\$25	\$100 ✓ 5-27-26 S.B.
	Construction Bond (\$20 /ft.)	Not Required	Not Required
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required
	911 Clearance Letter		5-27-26 S.B.
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below	5-27-26 S.B.
	Tax Certificate		5-27-26 S.B.
	Plans and Specifications (2 copies)	Not Required	Not Required
	TCEQ Permit for Dam (if lake or pond present)		n/A
	Flood Plain Development Permit & Fee (if required)	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required
	County Rd Number	Not Required	Not Required

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



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

**PLAT, SUBDIVISION & STREET NAME REVIEW**

**04-07-2026**

Reviewed By: Kim Wheeler, GIS Coordinator

**Superior Services & Construction Subdivision- SC 911 Addressing, no conflicts**

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

**May 20, 2026**

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

**RE: Superior Services and Construction Subdivision**

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), **Roy W Smith Jr.** has submitted an application to this office seeking approval of development planning materials for a new **4 lot subdivision** from a **11.334-acre tract (originally 55.972 acres)** located at **11485 CR 3101 75792** in Smith County.

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

I have reviewed the information submitted by **Roy W Smith Jr.** and their consultant Mr. James Hester an R.S. and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site wastewater disposal systems. Please call the above number if you have any questions.

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

*Robert Stanley*

Robert Stanley  
Designated Representative for Smith County

TAX CERTIFICATE FOR ACCOUNT : 100000028300013010  
AD NUMBER: R105083  
GF NUMBER:  
CERTIFICATE NO : 15234335  
COLLECTING AGENCY

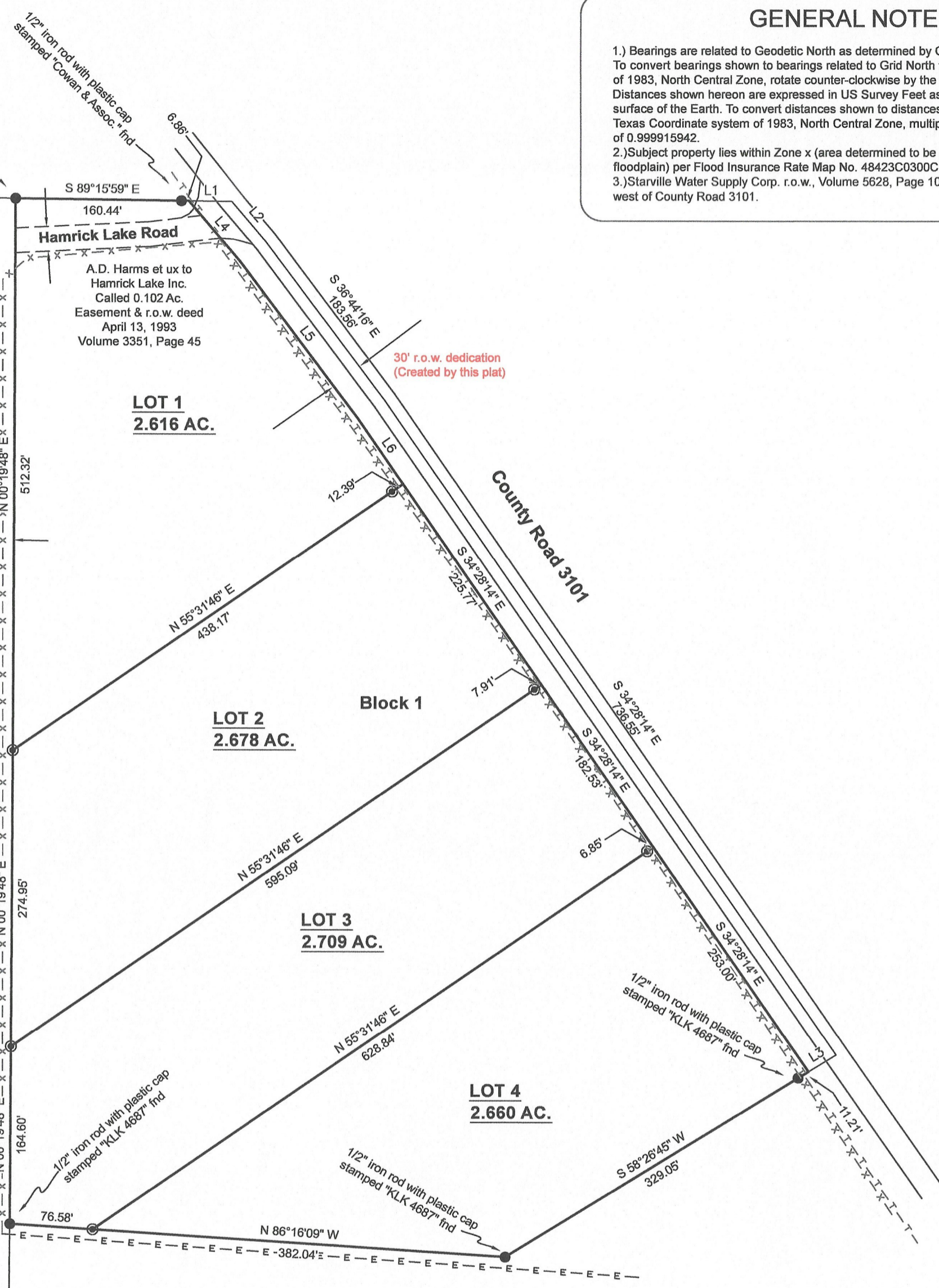
DATE : 4/24/2026  
FEE : \$10.00

PAGE 1 OF 1

**PROPERTY DESCRIPTION**

ABST A0283 C DEAN TRACT 13A

Louis A. Bower et ux to  
Louis & Betty Bower Family Ltd  
Called 86.403 Ac.  
Clerk's File No. 2014 00043141



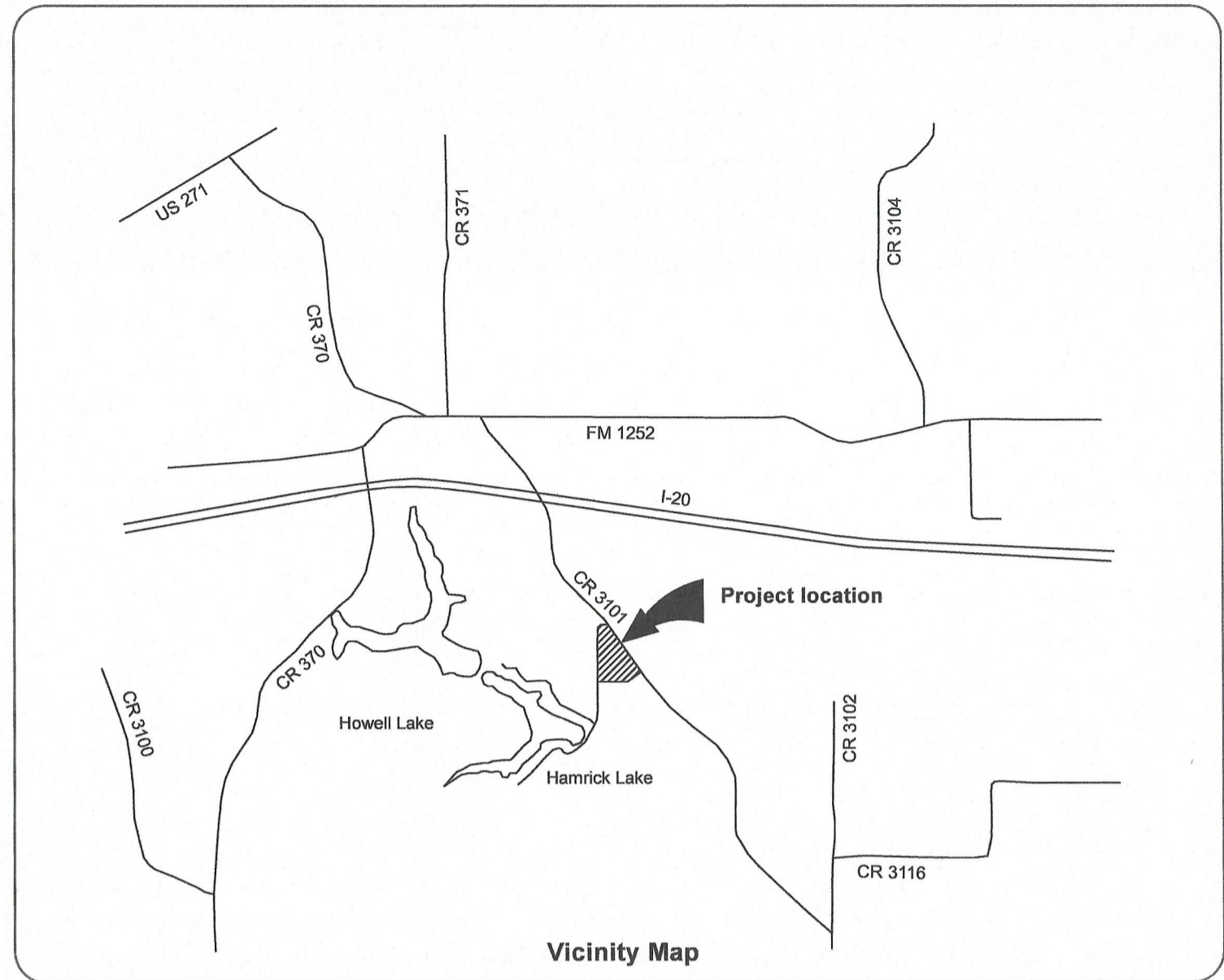
Hamrick Lake Inc. to  
A.D. Harms et ux  
40' Easement & r.o.w. deed  
(Ingress-Egress, west fence maintenance)  
April 15, 1993  
Volume 3352, Page 140

Hamrick Lake  
Cabinet A, Slide 87-A  
Plat Records  
Smith County, Texas

Luanne Marie Harms et al to  
Steven R. Phillips  
Called 55.972 Ac.  
Clerk's File No. 202401030997

**GENERAL NOTES**

- 1.) Bearings are related to Geodetic North as determined by GPS observations made on site. To convert bearings shown to bearings related to Grid North for the Texas Coordinate System of 1983, North Central Zone, rotate counter-clockwise by the Mapping Angle of 01°52'50". Distances shown hereon are expressed in US Survey Feet as measured horizontally along the surface of the Earth. To convert distances shown to distances measured along the Grid for the Texas Coordinate system of 1983, North Central Zone, multiply by the Combined Scale Factor of 0.999915942.
- 2.) Subject property lies within Zone x (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 48423C0300C, effective date September 26, 2008.
- 3.) Starville Water Supply Corp. r.o.w., Volume 5628, Page 107, is located generally along fence west of County Road 3101.



**OWNER'S STATEMENT**

WHEREAS, Superior Services & Construction LLC are the owners of the land situated in the Calloway Dean Survey A-283, Smith County, Texas, as shown in instrument dated November 25, 2025, and recorded under Clerk's File No. 202501035330, Official Public Records, Smith County, Texas. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT Superior Services & Construction, LLC, does hereby certify and adopt this plat as the final plan for subdividing into lots and block.

WITNESS, my hand, this the 19th day of May, 2026.

BY: [Signature]  
Roy Smith, Owner of Superior Services & Construction LLC

STATE OF TEXAS  
COUNTY OF SMITH



BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Roy Smith, known to me to be the person (s) whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of May, 2026.

**LINE TABLE**

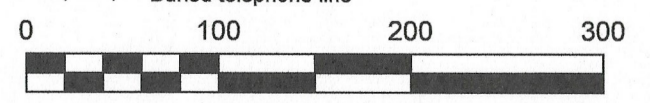
LINE	BEARING	DISTANCE
L1	S 89°15'59" E	39.77'
L2	S 40°18'17" E	48.38'
L3	S 58°26'45" W	30.04'
L4	S 40°18'17" E	73.56'
L5	S 36°44'16" E	182.03'
L6	S 34°28'14" E	73.12'



GEODETTIC NORTH

**LEGEND**

- 1/2" iron rod with plastic cap stamped "RPLS 4487" set
- E - E - Overhead electric line
- W - W - Water line
- T - T - Buried telephone line



**SURVEYOR'S STATEMENT**

I, Terry B. Hedrick, certify that this plat accurately represents the results of a survey made on the ground on December 1, 2025.

[Signature]  
Terry B. Hedrick  
Registered Professional Land Surveyor No. 4487



**APPROVED BY THE COMMISSIONERS' COURT OF SMITH COUNTY, TEXAS**

County Judge \_\_\_\_\_ Date \_\_\_\_\_

**FINAL PLAT OF**

**SUPERIOR SERVICES & CONSTRUCTION SUBDIVISION  
CALLOWAY DEAN SURVEY A-283  
SMITH COUNTY, TEXAS**

Reference Deed: Steven R. Phillips et ux to Superior Services & Construction LLC, called 11.334 acres, November 25, 2025, Document No. 202501035330, Official Public Records, Smith County, Texas.

Scale:	Date:	Job:
1"=100'	12/01/2025	25-129

8

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

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

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