

COMMISSIONERS COURT AGENDA
Tuesday, July 14, 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, July 14, 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 July 16, 2026, as "Bishop Denise Anders-Modest Day" in Smith County.

PRESENTATION

2. Consider and take necessary action concerning the Smith County Health Plan, including but not limited to receiving the annual performance review of the Plan from Brinson Benefits and recommendations concerning related health care matters, contracts, agreements; and authorize the county judge to sign all related documentation.

COURT ORDERS

PURCHASING

3. Consider and take necessary action to approve a contract with HDR Architecture, Inc. for RFQ 26-25 Professional Architectural Services and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

4. Consider and take necessary action to accept a donation to the workforce investment fund in the amount of \$1,063.23.

RECURRING BUSINESS

COMMISSIONERS COURT

5. Receive monthly reports from Smith County departments.

ROAD AND BRIDGE

6. Consider and take necessary action to authorize the county judge to sign the:
 - a. Amended Plat for Woodland Park, Unit 2, Precinct 1, and
 - b. Amended Plat for Woodland Park, Unit 3, Precinct 1.
7. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 198, Valence Operating Company, road bore for pipe, Precinct 1,
 - b. County Road 1211, CenterPoint Energy, install gas line, Precinct 1, and
 - c. County Road 41, CenterPoint Energy, install gas line, Precinct 4.

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.

FY2027 BUDGET WORKSHOP

9. Receive presentations from department heads/elected officials regarding their FY 2027 Budget Requests.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 55 1.071, 55 1.072, 551.073, 551.074, 551.0745, 551.075, 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: 7/7/2026

Time: 5:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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

| | |
|---|---|
| Submission Date: 6/30/2026 | Submitted by: J Bell |
| Meeting Date: 7/14/2026 | Department: Commissioners Court |
| Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report | |
| Title: Resolution: Bishop Denise Anders-Modest | |
| 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 July 16, 2026, as "Bishop Denise Anders-Modest Day" in Smith County. | |
| Background: This resolution request came from JoAnn Hampton. It will be read at their event. | |
| 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: J Bell | Email: jbell2@smith-county.com |
| Name: C Murphy | Email: cmurphy@smith-county.com |
| Name: | Email: |
| Name: | Email: |

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

SUBMIT

Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, Bishop Denise Anders-Modest was elected the 65th Bishop of the Christian Methodist Episcopal Church during the 40th General Conference in Cincinnati, Ohio. She made history on June 28, 2022, by becoming the second female bishop in the 152-year life of this religious denomination; and

WHEREAS, Bishop Anders-Modest is the daughter of Otha and Maxine Anders. She was raised in Ruston, Louisiana, graduated from Ruston High School and received her Bachelor of Science in Management and Marketing from Grambling State University in 1983. She was blessed to be married for 20+ years to her high school sweetheart, the late Rev. Mitchell G. Modest; and

WHEREAS, Bishop Anders-Modest' ministerial journey officially began in 1990 when she was licensed to preach at Broomfield CME Church in Richmond, Virginia. She was ordained deacon in 1991 in the New York / Washington / Virginia Region; ordained elder in 1996 in Louisiana and, in 1998, received her MDiv from Phillips School of Theology at the Interdenominational Theological Center (ITC) of Atlanta, Georgia; and

WHEREAS, while attending the ITC and serving at College Park CME Church in College Park, Georgia, Bishop Anders-Modest founded "Sitting on the Porch" Ministries and provided a safe place for women to come together, share and discuss concerns and work together to develop solutions; and

WHEREAS, following her 2022 election, Bishop Anders-Modest was assigned as Presiding Prelate of the Second Episcopal District of the CME Church – comprising the states of Kentucky, Ohio, and Central Indiana, serves as the Chair of the General Department of Christian Education and Formation, is a lifelong member of the CME Church, and the newly appointed Bishop of the Eighth Episcopal District.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim July 16, 2026, as

"Bishop Denise Anders-Modest Day"

in Smith County, and encourages all citizens to welcome her to the Central Texas Region and Smith County.

WITNESS OUR HANDS THIS 14th day of July 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: 6/26/2026 | | Submitted by: J Bell for E Corona | |
| Meeting Date: 7/7/2026 | | Department: Commissioners Court | |
| Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration | | <input type="checkbox"/> For Discussion/Report | |
| Title: Smith County Health Plan | | | |
| 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 concerning the Smith County Health Plan, including but not limited to receiving the annual performance review of the Plan from Brinson Benefits and recommendations concerning related health care matters, contracts, agreements; and authorize the county judge to sign all related documentation. | | | |
| Background: | | | |
| Financial and Operational Impact: | | | |
| Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> | | Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| Return Signed Documents to the following: | | | |
| Name: Esmeralda Corona | | Email: EDelmas@smith-county.com | |
| Name: | | Email: | |
| Name: | | Email: | |
| Name: | | Email: | |

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SUBMIT

Office Use Only
Agenda Item # _____

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

| | |
|--|---|
| Submission Date: 07/02/2026 | Submitted by: JAYE Latch |
| Meeting Date: 07/14/2026 | Department: Purchasing |
| Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report | |
| Title: RFQ 26-25 Professional Architectural Services | |
| 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 contract with HDR Architecture, Inc. for RFQ 26-25 Professional Architectural Services and authorize the county Judge to sign all related documentation. | |
| Background: Purchasing issued a Request for Qualifications (RFQ) for architectural services for county facilities. This is an "as needed" contract for facilities improvements and new construction. The contract is for one (1) year with four (4) one year renewable options. HDR Architecture, Inc. ranked the highest based upon the published weighted criteria. | |
| Financial and Operational Impact: Dependent on each project | |
| 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: jlatch@smith-county.com | Email: |
| Name: twilson@smith-county.com | Email: |
| Name: | Email: |
| Name: | Email: |

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

SUBMIT

Office Use Only
Agenda Item # _____

RFQ 26-25 Professional Architectural Services for Smith County

This was a sealed competitive proposal process with the following weighed evaluation criteria:

| |
|--|
| Capacity to Perform - 30 points |
| Past work performance with other government entities including litigation history and references - 30 points |
| Experience and qualifications of the respondent and key personnel. - 30 points |
| Responsiveness to this RFQ including submittal of all information and forms required – 10 points |

HDR ranked the highest based upon the published weighted criteria.

| BIDDER NAME | Score |
|---|--|
| HDR Architecture, Inc. (TYLER, DALLAS, HOUSTON +) | 92.6 |
| Burditt Consultants, LLC (CONROE, BRYAN, HOUSTON) | 87 |
| PBK Architects, Inc. (HOUSTON, DALLAS, DENTON +) | 86.6 |
| GLS (TYLER, BRYAN, LUFKIN +) | 86 |
| Sunland Group, Inc. (AUSTIN, SAN ANTONIO, HOUSTON) | 84 |
| Mustard Architects (FREDERICKSBURG, TX) | 75 |
| Fitzpatrick Architects (Tyler, TX) | Disqualified-Conflict of Interest |

HDR

HDR received the highest score based up published evaluation criteria. We recommend awarding the contract for RFQ 26-25 Professional Architectural Services for Smith County.



**MASTER SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT
FOR PROFESSIONAL SERVICES**

THIS MASTER SHORT FORM AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR PROFESSIONAL SERVICES (“Agreement”) is made as of this ____ day of _____, 2026, between Smith County (“Client”) and HDR Architecture, Inc. (“Architect”) for professional services as described in this Agreement.

WHEREAS, Client desires to engage Architect to provide professional architecture, consulting, and/or related services (“Services”) on one or more projects; and

WHEREAS Architect desires to provide such services on such projects as may be agreed, from time to time, by the parties.

NOW, THEREFORE, Client and Architect, in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as Client and Architect agree will be performed under the terms and conditions of this Agreement. This agreement shall not be construed as an exclusive agreement between Client and Architect. Each project Architect performs for Client hereunder shall be designated by a “Task Order.” A sample Task Order is attached to this Agreement as Exhibit “A”. No Task Order shall be binding or enforceable unless and until it has been properly executed by both Client and Architect. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. Any Architect affiliate may execute a Task Order under this Agreement, and in that case, all references to “Architect” in this Agreement will, for purposes of defining the rights and obligations of the parties in relation to such Task Order, refer to the Architect affiliate executing that Task Order. “Architect affiliate” means any entity directly or indirectly controlling, controlled by or under common control with Architect.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.

1.3 Architect will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. COMPENSATION

Compensation for Architect’s Services shall be in accordance with Part 5 of each Task Order, subject to the 2026 Hourly Rates provided in Exhibit C and in accordance with paragraph 11 of the attached “Terms and Conditions for Professional Services.”

Upon the anniversary date of this Agreement, the hourly rates provided in Exhibit C, may be modified by mutual written agreement by the Parties up to the increase in an amount not to exceed %3 for each individual rate.



Smith County

“Client”

BY: _____

NAME: Neal Franklin

TITLE: County Judge

HDR Architecture, Inc.

“Architect”

BY: _____

NAME: _____

TITLE: _____



EXHIBIT A

TASK ORDER

This Task Order pertains to a certain Master Short Form Agreement Between Client and Architect for Professional Services by and between _____ (“Client”) and HDR Architecture, Inc. (“Architect”), dated _____, 20____, (“Agreement”). Architect shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ARCHITECT ON THE PROJECT:

PART 3.0 CLIENT’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ARCHITECT’S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

| | |
|----------------|-------------------------------|
| _____ | <u>HDR Architecture, Inc.</u> |
| “Client” | “Architect” |
| BY: _____ | BY: _____ |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| _____ | _____ |



EXHIBIT B

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting and related services performed or furnished by Architect and its employees under this Agreement will be the care and skill ordinarily used by members of Architect's profession practicing under the same or similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.

2. INSURANCE/INDEMNITY

Architect agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$2,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$2,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$2,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Architect is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client. Architect agrees to indemnify and hold Client harmless from any third-party claims or causes of action to the extent caused by Architect's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Architect for each individualized Task Order are made on the basis of information available to Architect and on the basis of Architect's experience and qualifications and represents its judgment as an experienced and qualified professional architect. However, since Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Architect does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Architect prepares.

4. CONSTRUCTION PROCEDURES

Architect's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Architect shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Architect shall not be responsible for the acts or omissions of the contractor or other parties on the Project. Architect shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of Architect beyond those set forth in this Agreement.



The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to Smith County, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

5. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of Texas for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in Smith County, Texas.

6. SERVICES AND INFORMATION

Client will provide all criteria and information pertaining to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Client will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the Project. Architect will have the responsibility to hire and/or furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed



necessary by Architect, upon approval by Client. Client agrees to bear full responsibility for the technical accuracy and content of Client-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by Client that Architect is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Client's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Client's legal and financial interests. To that end, the Client agrees that Client or the Client's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Architect, and will obtain the advice of an attorney, insurance counselor or other consultant as the Client deems necessary to protect the Client's interests before Client takes action or forebears to take action based upon or relying upon the services provided by Architect.

7. SUCCESSORS AND ASSIGNS

Client and Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor Architect will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Architect pursuant to this Agreement, are instruments of service with respect to the Project. Architect retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the Project; however,. Any reuse without written verification or adaptation by Architect for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Architect Any such verification or adaptation will entitle Architect to further compensation at rates to be agreed upon by Client and Architect.

9. TERMINATION OF AGREEMENT

Client or Architect may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party and fails to cure its default within such seven (7) day notice period. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Architect incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

Client reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the Client determines that such termination is in the best interest of the County. In the event of such a termination, the Client shall be liable for payments limited only to the portion of work the Client authorized in writing or in accordance with this agreement and which has been completed, delivered and accepted by the Client. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The Client



shall have no other liability, including no liability for any costs associated with the termination.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

Architect will submit monthly invoices for services rendered and Client will make prompt (in no event longer than thirty (30) days) payments in response to Architect's invoices.

Architect will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

Client shall not withhold amounts from Architect's compensation to impose a penalty or liquidated damages on Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Client recognizes that late payment of invoices results in extra expenses for Architect.

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 later of (1) the date County receives the good under the contract; (2) the date the performance of the services under the contract is completed; or (3) 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. . In the event Architect's invoices are not paid when due, Architect also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Architect are estimates to perform the services required to complete the Project as Architect understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In



any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Architect will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

SUPPLEMENTAL AND ADDITIONAL SERVICES: Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and Smith County shall compensate the Architect as provided in by this agreement. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of this section, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

Notwithstanding this section, the Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify Client in writing. The Architect shall not provide the Additional Services until the Architect receives Client's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this section shall entitle the Architect to compensation pursuant to this agreement.

The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by Smith County, or a material change in the Project including size; quality; complexity; the Smith County's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

If the services covered by this Agreement have not been completed within 12 months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION



In connection with the services under this Agreement, Architect agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

Client represents to Architect that, to the best of its knowledge, no hazardous materials are present at the Project site. However, in the event hazardous materials are known to be present, Client represents that to the best of its knowledge it has disclosed to Architect the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Architect's scope of services do not include services related in any way to hazardous materials. In the event Architect or any other party encounters undisclosed hazardous materials, Architect shall have the obligation to notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Architect may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of services on that portion of the Project affected by hazardous materials until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the Project site is in full compliance with all applicable laws and regulations. Client acknowledges that Architect is performing professional services for Client and that Architect is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Project site in connection with Architect's services under this Agreement. If Architect's services hereunder cannot be performed because of the existence of hazardous materials, Architect shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, Client shall indemnify and hold harmless Architect, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Architect and Client, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

Client and Architect have evaluated the risks and rewards associated with the Project, including Architect's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of Architect (and its



related corporations, subconsultants and employees) to Client under a Task Order is limited to Architect's fee under the applicable Task Order, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of Architect's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

18. WAIVER OF CONSEQUENTIAL DAMAGES.

To the fullest extent permitted by law, neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages regardless of cause or theory of recovery.

19. LITIGATION SUPPORT

In the event Architect is required to respond to a subpoena, government inquiry or other legal process related to the services rendered to the Client in connection with a legal or dispute resolution proceeding to which Architect is not a party, Client shall reimburse Architect for reasonable costs in responding and compensate Architect at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

20. OPERATIONAL TECHNOLOGY SYSTEMS

Client agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by Architect are dependent upon Client's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Client shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Client recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by Architect are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Architect does not guarantee that Client's OT Systems are or will be impenetrable and Client agrees to waive any claims against Architect resulting from any such incidents that relate to or affect Client's OT Systems.

21. FORCE MAJEURE

Architect shall not be responsible for delays caused by factors beyond Architect's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Architect's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level or any other events or circumstances not within the reasonable control of Architect, whether similar or dissimilar to any of the foregoing. When such delays beyond Architect's reasonable control occur, the Client agrees that Architect



shall not be responsible for damages, nor shall Architect be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to Architect's schedule and/or compensation if impacted by the force majeure event or condition.

22. 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

g 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

| PERSONNEL TITLE | 2026 HOURLY RATES | |
|--------------------------------------|-------------------|--------|
| | | |
| Subject Matter Expert | \$ 375 | \$ 425 |
| Managing Principal | \$ 340 | \$ 360 |
| Project Principal | \$ 275 | \$ 385 |
| Sr. Project Manager | \$ 300 | \$ 350 |
| Project Manager | \$ 225 | \$ 285 |
| Design Principal | \$ 300 | \$ 385 |
| Project Designer | \$ 165 | \$ 250 |
| Sr. Project Architect | \$ 225 | \$ 275 |
| Project Architect | \$ 160 | \$ 225 |
| Office BIM Manager | \$ 180 | \$ 220 |
| Sr. Project Coordinator | \$ 160 | \$ 220 |
| Project Coordinator | \$ 115 | \$ 150 |
| Sr. Architecture Planner | \$ 200 | \$ 345 |
| Sr. Interiors Designer | \$ 175 | \$ 210 |
| Interiors Designer | \$ 105 | \$ 145 |
| Sustainable Designer | \$ 225 | \$ 275 |
| Sr. Civil Project Engineer | \$ 250 | \$ 315 |
| Civil Project Engineer | \$ 155 | \$ 250 |
| Sr. Structural Project Engineer | \$ 250 | \$ 315 |
| Structural Project Engineer | \$ 175 | \$ 245 |
| Sr. Mechanical/Plumbing Engineer | \$ 275 | \$ 360 |
| Mechanical/Plumbing Project Engineer | \$ 225 | \$ 275 |
| Mechanical EIT/Coordinator | \$ 150 | \$ 200 |
| Sr. Electrical Engineer | \$ 275 | \$ 360 |
| Electrical EIT/Coordinator | \$ 150 | \$ 200 |
| Low Voltage/Security Specialist | \$ 275 | \$ 325 |
| Low Voltage/Security Coordinator | \$ 150 | \$ 200 |
| Sr. Fire Protection Engineer | \$ 225 | \$ 340 |
| Sr. Landscape Project Architect | \$ 200 | \$ 235 |
| Landscape Project Coordinator | \$ 125 | \$ 160 |
| Construction Contract Administrator | \$ 225 | \$ 275 |
| Sr. Graphic Designer | \$ 100 | \$ 170 |
| Clerical/Administrative | \$ 125 | \$ 165 |

* Rates are subject to an annual increase at the start of each calendar year

Exhibit D Travel Policy

1. Air Travel

Contractors shall make advanced reservations to take full advantage of discount opportunities. Contractors should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. The County will only reimburse for economy or coach class seating. All air travel pricing shall be reimbursed by the County after travel is completed.

A. Baggage Fees

Reimbursement of personal baggage charges is based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags
- Baggage fees for nonwork-related equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of a contractor's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the contractor's office as the starting and ending point, in compliance with IRS regulations. Contractors who have been designated a home office should calculate miles from their home.

B. Rental Car

Contractors are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for business purposes, contractors should select a "economy" "compact" or "intermediate" car for individual travel. "Full" size cars may be rented when three or more contractors are traveling together. Contractor is responsible for ensuring adequate insurance coverage in accordance with Texas Law.

C. Public Transportation

Taxi or airport transfer services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, contractors must use longer term parking areas that are measured in

days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Lodging expenses (including applicable taxes and other surcharges) will be reimbursed for actual expenses, supported by receipts. The contractor must try to take advantage of any reduced rates available (e.g. government rate, group rate, tax exempt status, etc.)

“No shows” or cancellation fees are not reimbursable if the contractor does not comply with the hotel’s cancellation policy.

Tips for housekeeping and other hotel staff are included in the per diem rate and are not reimbursed separately.

Contractors are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Contractors who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Contractor meals and incidental expenses while on overnight travel are reimbursed in accordance with the federal per diem rates published by the General Services Administration, utilizing Dallas as the “Primary Destination.” All reimbursement will be for actual costs up to the maximum Meals and Incidental Expenses (M&IE) rate. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

4

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

| | |
|---|---|
| Submission Date: 7/2/2026 | Submitted by: Heather Foster |
| Meeting Date: 07/14/2026 | Department: Auditor |
| Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report | |
| Title: Donation | |
| 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 a donation to the workforce investment fund in the amount of \$1,063.23. | |
| 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 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 # _____

5

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

| | |
|---|---|
| Submission Date: 7/6/2026 | Submitted by: Jennafer Bell |
| Meeting Date: 7/14/2026 | Department: Comm Court |
| Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report | |
| Title: Department Reports | |
| Agenda Category: <input type="radio"/> Briefing Session <input checked="" type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session | |
| Agenda Wording: Receive monthly reports from Smith County departments. | |
| Background: | |
| Financial and Operational Impact: | |
| Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| Return Signed Documents to the following: | |
| Name: | Email: |
| Name: | Email: |
| Name: | Email: |
| Name: | Email: |

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

SUBMIT

Office Use Only
Agenda Item # _____

FACILITY SERVICES



MONTHLY REPORT
JUNE 2026

EDWARD NICHOLS, DIRECTOR



COMPLETED PM'S / WORK ORDERS

- Combined total: **1,617**
- Completed PM's: 1,172
- Completed Non-PM work orders: 445
- Average hours per work order: 1.44
- Average cost per work order: \$39.24
- Combined total work orders completed for FY26: **13,953**

NOTABLE COMPLETED TASKS

- **Central Jail-**
 - Replaced faulty electric motor on one of the cooling towers.
 - Cleaned the cooling towers.
 - Troubleshoot and provided proper installation of electrical circuits for the kitchen warmers.
 - Replaced faulty fan motors in the Clinic a/c unit.
 - Completed necessary troubleshooting and repairs to the Fire Smoke Control Panel located in the 1st floor Central Picket.
- **North Jail-**
 - Completed the ARPA funded upgrade of the jail generator.
 - Removed and replaced damaged exterior door located between tanks D&E.
 - Troubleshoot and repaired roof mounted fire dampers to ensure proper operation when needed.
 - Replaced blower motor bearings and capacitors in the kitchen convection ovens.
- **Cotton Belt-**
 - Cleaned the cooling towers.
 - Disassembled and relocated some shelving for the Records Department.
- **Annex-**
 - Complete repairs to holes in tiles in the public entrance area interior tiles.
- **Emergency Management-**
 - Constructed and install shelving inside of an enclosed trailer.
- **Animal Shelter-**
 - Relocated outside kennel covering awning in anticipation of construction project.
 - Moved kennel rows over for construction access and will put back in place when completed.
- **Pct.5 Lindale-**
 - Installed electrical power outlets in the Constable's evidence room.

CURRENT & SCHEDULED TASKS

- **Open Positions-**
 - Fill Qty.4 Custodian positions. (3 are new positions for the Courthouse)
- **Employee Training-**
 - Certifications for custodians as needed.
 - Custodian Supervisor to attend available leadership training.
 - Maintenance to attend available training classes.
- **Courthouse Construction-** Hoar & SCI Construction
 - The new Courthouse site demolition began on August 5th. Expected completion is in December 2026. Move in slotted for January.

- Demolition of existing Courthouse is expected to begin in March 2027.
- Working to input all asset information into the CMMS program database. Afterwards, we will create PMs for all equipment.
- **Animal Shelter/Animal Control-**
 - Working with Fitzpatrick Architects on the ARPA project to renovate the Animal Shelter space.
- **Annex-**
 - Complete the replacement of the North stairwell roof section that we had to remove from the scope of the main roof replacement project due to the timing of the 2nd floor I.T. server room project.
 - Awaiting award of Architectural RFP. (Approximately March)
 - Begin investigation for exterior waterproofing of the building. (CIP project)
 - We are currently working with Walker Consultants for assessment, design, spec, contract admin.
 - PO issued and began PHI work on 03/31/2026.
 - April waterproofing to remove and properly reinstall buckled/loose blocks at the NE corner of the building.
 - Work on planning to relocate the County Clerk records over to the basement of the Cotton Belt building.
 - Order materials required and re-upholster the Commissioner's Court benches.
- **North Jail-**
 - 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)
 - 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.
 - Cornerstone detention to complete list of warranty repair items on the jail sliding door devices.
- **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)
- **Pct.5 Lindale-**
 - Complete tasks to install awnings over the exterior entrances, extend asphalt parking around to the N. side of the building, cut a cased opening into an existing wall and install the proper door hardware to an existing exterior door to create an alternate employee entrance.
- **Combined storage facility construction – FY26 CIP**
- **Cotton Belt-**
 - Repair Tax Office mail room a/c unit as necessary.
- **EOC-**
 - Trane to complete firmware update to the Trane building automation system.

2026 Monthly Report for Judicial Compliance Court Fees and Fines

| | # New Cases | Amount Assessed | Amount Collected |
|-----------------|--------------|---------------------|---------------------|
| January | | | |
| District | 33 | \$20,397.81 | \$18,393.61 |
| County | 137 | \$97,642.33 | \$61,439.30 |
| JP | 140 | \$49,716.23 | \$24,082.50 |
| Total | 310 | \$167,756.37 | \$103,915.41 |
| February | | | |
| District | 24 | \$15,834.14 | \$16,963.56 |
| County | 138 | \$71,102.92 | \$73,643.85 |
| JP | 131 | \$42,403.10 | \$33,892.75 |
| Total | 293 | 129,340.16 | \$124,500.16 |
| YTD | 603 | \$297,096.53 | \$228,415.57 |
| March | | | |
| District | 36 | \$41,254.60 | \$19,250.11 |
| County | 90 | \$60,615.60 | \$54,224.05 |
| JP | 77 | \$54,422.50 | \$52,309.50 |
| Total | 203 | \$156,292.70 | \$125,783.66 |
| YTD | 806 | \$453,389.23 | \$354,199.23 |
| APRIL | | | |
| District | 52 | \$39,672.40 | \$21,499.27 |
| County | 126 | \$69,238.00 | \$60,181.76 |
| JP | 105 | \$57,565.80 | \$28,779.80 |
| Total | 283 | \$166,476.20 | \$110,460.83 |
| YTD | 1089 | 619,865.43 | \$464,660.06 |
| MAY | | | |
| 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 |
| YTD | 1,326 | \$775,550.91 | \$567,621.08 |
| JUNE | | | |
| District | 53 | \$37,179.17 | \$16,754.13 |
| County | 159 | \$108,699.00 | \$65,233.63 |

| | | | |
|-------|-------|--------------|--------------|
| JP | 113 | \$50,216.70 | \$31,603.15 |
| Total | 325 | \$196,094.87 | \$113,590.91 |
| YTD | 1,651 | \$971,645.78 | \$681,211.99 |



County Of Smith

"Striving For Excellence"

Phone: (903) 590-2620

Fax: (903) 590-2626

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

MONTHLY REPORT June 2026

DATE: July 1, 2026

| | |
|-------------------------------------|-----|
| Inmates interviewed | 215 |
| PBO bonds submitted | 35 |
| PBO bonds approved | 29 |
| PBO bonds in review | 0 |
| Inmates released/PBO bonds | 12 |
| Defendants failed to show for court | 0 |

Bonds Processed:

| | |
|-----------------------|-------------|
| Misdemeanors | 338 |
| Felony | 191 |
| Class – C | 37 |
| Out of county | 29 |
| Bond Fees collected | \$ 2,070.00 |
| Total bonds processed | 595 |

The Smith County Bail Bond Board meeting was on June 17, 2025, all bonding companies were in compliance.

Index

B

BV: Bond Violation, 2

- Bond Violation Warrant - Bond (or Bail) is a financial or other guarantee defendants provide to the court so they can be released from jail while awaiting trial. The court can impose (Conditions of Bond) rules they must follow, such as travel restrictions, drug testing, refrain from unlawful conduct or any other rule set by the Court.

C

Capias Warrant, 2

- Is an order directing law enforcement to arrest a person and bring them before the court. It's issued after someone has already been charged, convicted, or placed under court supervision, and has failed to comply with a court order.

D

Del Marij: Delivery of Marijuana, 1

DL: Driver License, 1

DWI: Driving while Intoxicated, 1, 2

DWLIPC: Driving While License Invalid with Previous Conviction, 1

I

ID: Identification, 1

P

PCS: Possession of Controlled Substance, 1, 2

PDD: Possession of Dangerous Drug, 1

POM: Possession of Marijuana, 1

Probation, 1

- In Texas it's a form of community supervision managed by local courts and supervised by the community supervision and corrections department (CSCD) in each county. It provides a structured environment for rehabilitation while holding offenders accountable. Probation is an alternative to incarceration and is designed to balance public safety with opportunities for rehabilitation.

U

UCW: Unlawful Carrying Weapon, 1

I hope this helps clarify the abbreviations on the stats.

Bonds Disposed of by Court:

1. **Heather Oldham** – Plead to 30 Days jail time on PCS on 06/01/2026.
2. **Tony Cain** – DA declined UCW on 06/01/2026.
3. **Trusten Hancock** – DA declined Del Marij on 06/01/2026.
4. **Demarcus Oliver** – Plead to a \$750 fine on POM on 06/03/2026.
5. **Spring Hirtzel** – Plead to 9 months' probation, 60 hours of community service and \$100 fine on Collision Involving Damage on 06/04/2026. DA declined DWLIPC on 06/08/2026.
6. **Amani Sanders** – Plead to 3 years' probation on PCS on 06/04/2026.
7. **Monica Izaguirre** – Plead to 7 months' probation, 30 hours community service and \$100 fine on Racing on Highway on 06/05/2026.
8. **Demetri Parker** – Plead to 9 months' probation and \$100 fine on POM on 06/05/2026.
9. **Erick Spencer** – Plead to 2 years' probation and 200 hours of community service on PCS on 06/15/2026.
10. **David Medina** – Plead to 3 years' probation and 300 hours of community service on PCS on 06/16/2026. **DWI case is pending.**
11. **Zackary White** – Plead to 6 years' probation on PCS on 06/17/2026.
12. **Danny Hickman** – Plead to 45 days jail time on DWI 2nd on 06/22/2026.
13. **Davion Foster** – Plead to 18 months' probation, 80 hours of community service and \$100 fine on DWI on 06/23/2026.
14. **Almira Mendoza-Zuniga** – Plead to 9 months' probation on DL/ID False on 06/26/2026.
15. **Jami Dunlap** – Plead to 30 days in jail on 06/26/2026- PDD charge.
16. **Jaylon White** – Plead to 12 months' probation, 25 hours of community service and \$100 Fine on 06/26/2026 – UCW.
17. **Beverly McCain** – Plead to 14 months' probation and 80 hours of community service on False Report charge on 06/30/2026. Hinder Apprehension charge was dismissed 06/30/2026.

FTA/ BOND VIOL/SOB/ARRESTED:

Gregory Franklin – B/V warrant was issued on his PCS case 6-1-26, and he was arrested 6-3-26. Another B/V warrant was issued 6-23-26 on the same PCS charge.

Lindsey Wilson – B/V warrant was issued on her DWI w/CHILD on 06/01/2026, she was arrested 06/03/2026, she is in the Smith County Jail.

Britney Partridge – Insufficient bond warrant was issued 06-01-2026, she was arrested 06/03/2026, she is in the Smith County Jail.

Markeith Williams– Capias warrant was issued 06/10/2026 on his PCS case, and he was arrested 06/29/2026, he is in the Smith County Jail.

Erick Spencer – B/V warrant was issued 06/11/2026. Warrant was recalled by the 114th Court on 06/15/2026.

Jhojan Rodriguez- Was arrested on a new charge 06/16/2026, he is in the Smith County Jail.

Richard Ross- B/V warrant was issued 05-06-2026, he was arrested 06/18/2026 he is in the Smith County Jail.

Rebecca Abrahamson- B/V warrant was issued 06/29/2026.

Staff is currently monitoring 101 defendants on the Pre-Trial Release Program.

Respectfully,



Shane Scott
Director

Smith County Veterans Service Office

MONTHLY REPORT

June 2026

Office Visits:

Smith County Residents – 165

Out of County Residents – 67

Total - 232

Phone Calls –663

Initial Claims Filed- 53

Pension, DIC & Survivor's Claims Filed-4

Appeals Filed- 27

Miscellaneous (Burial, DD-214 requests, etc.) - 193

Number of Clients Not Eligible to file claims-4

6

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

| | |
|------------------------------------|-----------------------------------|
| Submission Date: 07/06/2026 | Submitted by: KAREN NELSON |
|------------------------------------|-----------------------------------|

| | |
|---------------------------------|----------------------------------|
| Meeting Date: 07/14/2026 | Department: ROAD & BRIDGE |
|---------------------------------|----------------------------------|

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

Title: PLAT

Agenda Category:

| | |
|---|--|
| <input type="radio"/> Briefing Session | <input type="radio"/> Recurring Business |
| <input checked="" type="radio"/> Court Orders | <input type="radio"/> Resolution |
| <input type="radio"/> Presentation | <input type="radio"/> Executive Session |

Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the:
a. Amended Plat for Woodland Park, Unit 2, Precinct 1; and
b. Amended Plat for Woodland Park, Unit 3, Precinct 1

Background:

Financial and Operational Impact:

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

Does Document Require Signature? Yes No

Return Signed Documents to the following:

| | |
|--------------|---------------|
| Name: | Email: |
| Name: | Email: |
| Name: | Email: |
| Name: | Email: |

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

SUBMIT

Office Use Only
Agenda Item # _____

NOTES:

1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."

2) THIS PLAT CREATES 16 LOTS AND 2 TRACTS OUT OF THAT CERTAIN 105.695 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202401031770 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.

3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0460C, EFFECTIVE DATE SEPTEMBER 26, 2008.

4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS.

5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.

6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

8) THE PURPOSE OF THIS AMENDING PLAT IS TO CORRECT OWNER'S STATEMENT SHOWING PUBLIC DEDICATION FOR EASEMENTS ONLY.

OWNER'S STATEMENT:

MEHU HOLDINGS, LLC, THE OWNER OF THE TRACT OF LAND SHOWN HEREON AND DOES ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

[Signature]
MEHU HOLDINGS, LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 30th DAY OF JUNE, 2026.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

PAUL ALAN RIVARD
Notary Public, State of Texas
Comm. Expires 04-12-2030
Notary ID 131527542

COUNTY APPROVAL:

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

COUNTY JUDGE

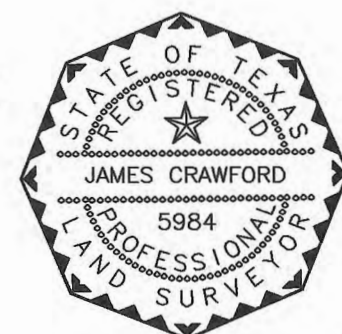
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

GIVEN UNDER MY HAND & SEAL, THIS THE 29TH DAY OF JUNE, 2026.

[Signature]
JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



PREPARED BY:

HALO SURVEYING, LLC

9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857

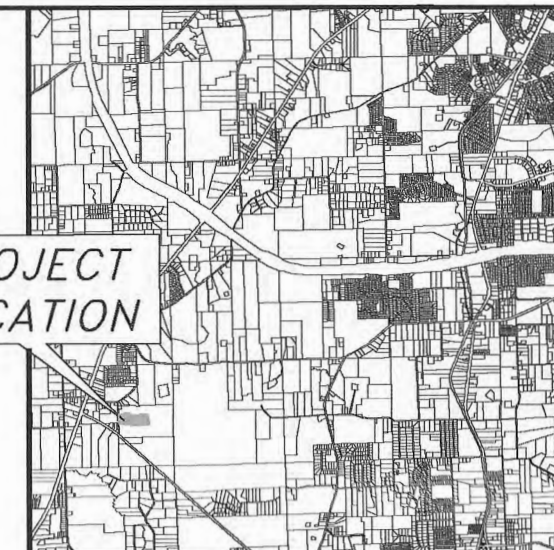
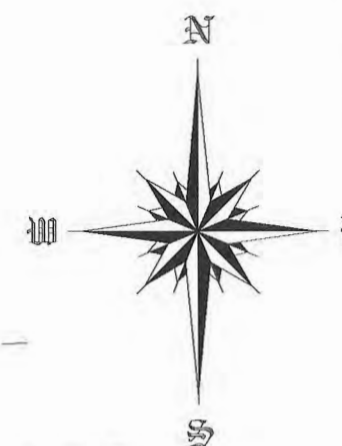
TBPELS FIRM REGISTRATION NO. 10194259

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 39°30'28" W | 30.24' |
| L2 | S 01°53'41" E | 84.32' |
| L3 | N 03°27'36" W | 79.06' |

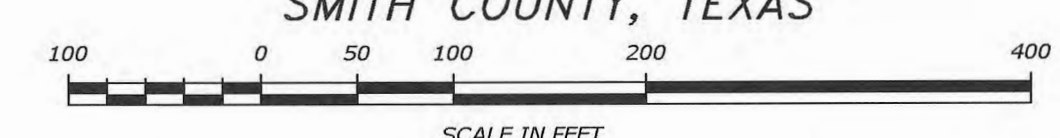
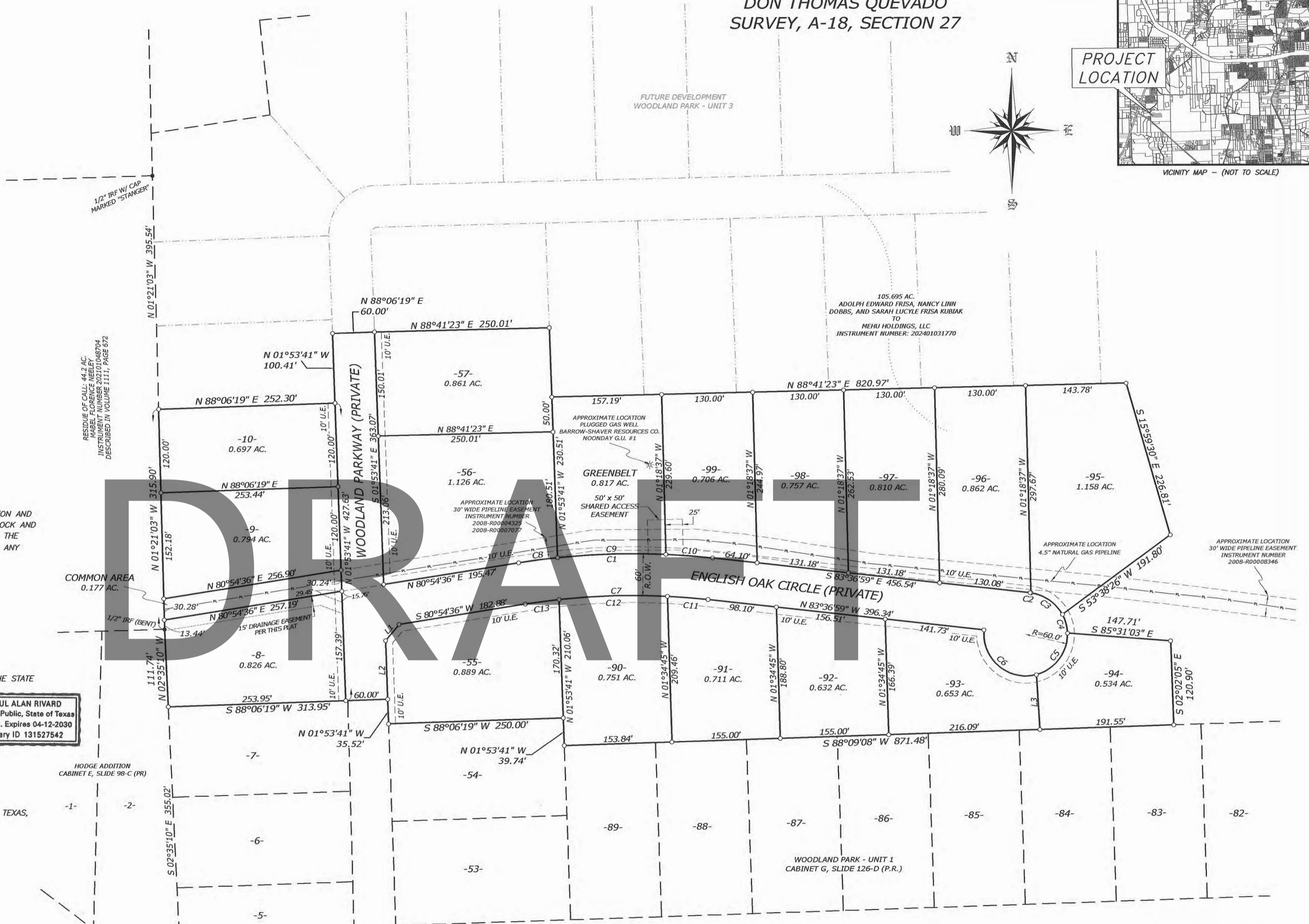
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|----------|-------------|---------------|--------------|
| C1 | 278.17' | 1030.00' | 15°28'25" | N 88°38'49" E | 277.32' |
| C2 | 1.10' | 60.00' | 1°02'59" | S 83°05'29" E | 1.10' |
| C3 | 56.61' | 60.00' | 54°03'39" | S 55°32'10" E | 54.54' |
| C4 | 28.24' | 60.00' | 26°57'56" | S 15°01'23" E | 27.98' |
| C5 | 80.38' | 60.00' | 76°45'36" | S 36°50'23" W | 74.50' |
| C6 | 116.41' | 60.00' | 111°09'50" | N 49°11'54" W | 98.99' |
| C7 | 262.17' | 970.00' | 15°29'09" | S 88°39'11" W | 261.37' |
| C8 | 56.35' | 1030.00' | 3°08'05" | N 82°28'38" E | 56.34' |
| C9 | 154.99' | 1030.00' | 8°38'22" | N 88°21'34" E | 154.84' |
| C10 | 66.83' | 1030.00' | 3°45'17" | S 85°29'04" E | 66.82' |
| C11 | 58.20' | 970.00' | 3°26'17" | N 85°19'23" W | 58.19' |
| C12 | 155.16' | 970.00' | 9°09'54" | S 88°22'32" W | 154.99' |
| C13 | 48.81' | 970.00' | 2°52'59" | S 82°21'05" W | 48.80' |

DON THOMAS QUEVADO SURVEY, A-18, SECTION 27

PROJECT LOCATION



VICINITY MAP - (NOT TO SCALE)



AMENDED PLAT
WOODLAND PARK - UNIT 2
BEING A PART OF THE
DON THOMAS QUEVADO SURVEY,
A-18, SECTION 27
SMITH COUNTY, TEXAS



Subdivision Name: Amended Plat Woodland Park - Unit 2

Adjacent Road: FM 2868

Developer: MEHU Holdings, LLC Phone: 903-714-4003

email: trey@huntetx.com

Fax: _____

Surveyor: James Crawford, RPLS 5984 Phone: 903-570-0857

email: james@halosurveying.com

Fax: _____

Roadway Length: N/A

ft. (centerline)

| Item | | <i>Date and Initial when received</i> | | |
|--|--|---------------------------------------|---------------------|------------|
| | | Resub/Lot Line Adjustment | No Roads | With Roads |
| Prior to Court Submission | Preliminary Plat (2 copies) | <i>Not Required</i> | | |
| | Preliminary Plat Approved | <i>Not Required</i> | | |
| | Final Plat (mylar & 3 prints) | <i>6-30-26 KW</i> | | |
| | Plat Fee | <i>\$25 6-30-26 KW</i> | \$100 | \$250 |
| | Construction Bond (\$20 /ft.) | <i>Not Required</i> | <i>Not Required</i> | |
| | Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without) | <i>Not Required</i> | <i>Not Required</i> | |
| | 911 Clearance Letter | <i>N/A</i> | | |
| | Designated Rep. (RTS ENVIRON.) Clearance Letter | <i>See notes below</i> | | |
| | Tax Certificate | <i>6-30-26 KW</i> | | |
| | Plans and Specifications (2 copies) | <i>Not Required</i> | <i>Not Required</i> | |
| | TCEQ Permit for Dam (if lake or pond present) | | | |
| Flood Plain Development Permit & Fee (if required) | \$100 | \$100 | \$100 | |
| At Completion of Construction | Final Inspection | <i>Not Required</i> | <i>Not Required</i> | |
| R/W Accepted as County Road by Commissioners Court | Maintenance Bond (\$30/ft.) | <i>Not Required</i> | <i>Not Required</i> | |
| | County Rd Number | <i>Not Required</i> | <i>Not Required</i> | |

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

TAX CERTIFICATE FOR ACCOUNT : 100000001827005000
 AD NUMBER: R040187
 GF NUMBER:
 CERTIFICATE NO : 15293428

DATE : 6/30/2026
 FEE : \$10.00

COLLECTING AGENCY

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

PROPERTY DESCRIPTION

ABST A0018 T QUEVADO TRACT 5 &
 11 S27 REM OF 105.695AC

0000000 FM 2868
 79.498 ACRES

REQUESTED BY

HALO SURVEYING,LLC

PROPERTY OWNER

MEHU HOLDINGS LLC

9097 COUNTY ROAD 2193
 WHITEHOUSE TX 75791

██████████
 FLINT TX 75762

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

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

| CURRENT VALUES | | | |
|------------------|-----------|----------------|---|
| LAND MKT VALUE: | 13,318 | IMPROVEMENT : | 0 |
| AG LAND VALUE: | 1,563,017 | DEF HOMESTEAD: | 0 |
| APPRAISED VALUE: | 1,576,335 | LIMITED VALUE: | 0 |
| EXEMPTIONS: | Ag 1D1 | | |
| LAWSUITS: | | | |

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

TOTAL CERTIFIED TAX DUE 6/2026 : \$0.00

ISSUED TO : HALO SURVEYING,LLC
 ACCOUNT NUMBER: 100000001827005000

CERTIFIED BY: *Diana Boggs*

SMITH COUNTY



NOTES:

1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."

2) THIS PLAT CREATES 16 LOTS OUT OF THAT CERTAIN 105.695 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202401031770 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.191 OF AN ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO MEHU HOLDINGS, LLC, AS RECORDED IN INSTRUMENT NUMBER 202501007501 OF THE OFFICIAL RECORDS OF SMITH COUNTY, TEXAS.

3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN OTHER AREAS (ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0460C, EFFECTIVE DATE SEPTEMBER 26, 2008.

4) BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS.

5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.

6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

8) THE PURPOSE OF THIS AMENDING PLAT IS TO CORRECT OWNER'S STATEMENT SHOWING PUBLIC DEDICATION FOR EASEMENTS ONLY.

OWNER'S STATEMENT:

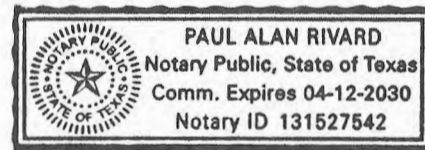
MEHU HOLDINGS, LLC, THE OWNER OF THE TRACT OF LAND SHOWN HEREON AND DOES ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

[Signature]
MEHU HOLDINGS, LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 30th DAY OF JUNE, 2026.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



COUNTY APPROVAL:

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

COUNTY JUDGE

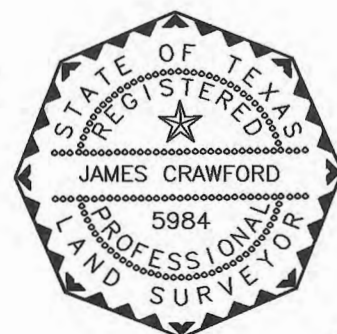
SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

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

GIVEN UNDER MY HAND & SEAL, THIS THE 29TH DAY OF JUNE, 2026.

[Signature]
JAMES CRAWFORD
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5984



PREPARED BY:



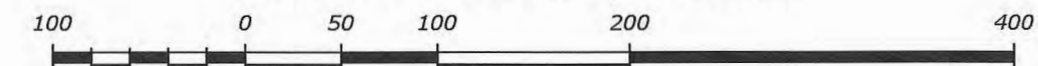
9097 COUNTY ROAD 2193
WHITEHOUSE, TEXAS 75791
(903) 570-0857
TBPELS FIRM REGISTRATION NO. 10194259

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|--------|-------------|---------------|--------------|
| C1 | 60.74' | 70.01' | 49°42'29" | S 22°57'54" W | 58.85' |
| C2 | 49.93' | 70.01' | 40°52'03" | S 68°15'21" W | 48.88' |
| C3 | 15.63' | 10.01' | 89°28'36" | N 43°57'05" E | 14.09' |

- - DENOTES 1/2" IRS W/CAP MARKED "HALO 5984" UNLESS OTHERWISE NOTED.
- - DENOTES 1/2" IRF UNLESS OTHERWISE NOTED.

IRF
IRS
P.R.
U.E.

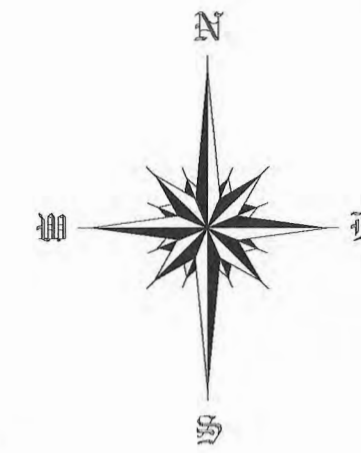
LEGEND
IRON ROD FOUND
IRON ROD SET
PLAT RECORDS
UTILITY EASEMENT



SCALE IN FEET

DRAWN BY: B.A.J. CHECKED BY: T.J.C. FILE: 25024906 FILE: WOODLAND PARK-U3 DATE: 10/29/2025 REVISION DATE: 06/29/2026

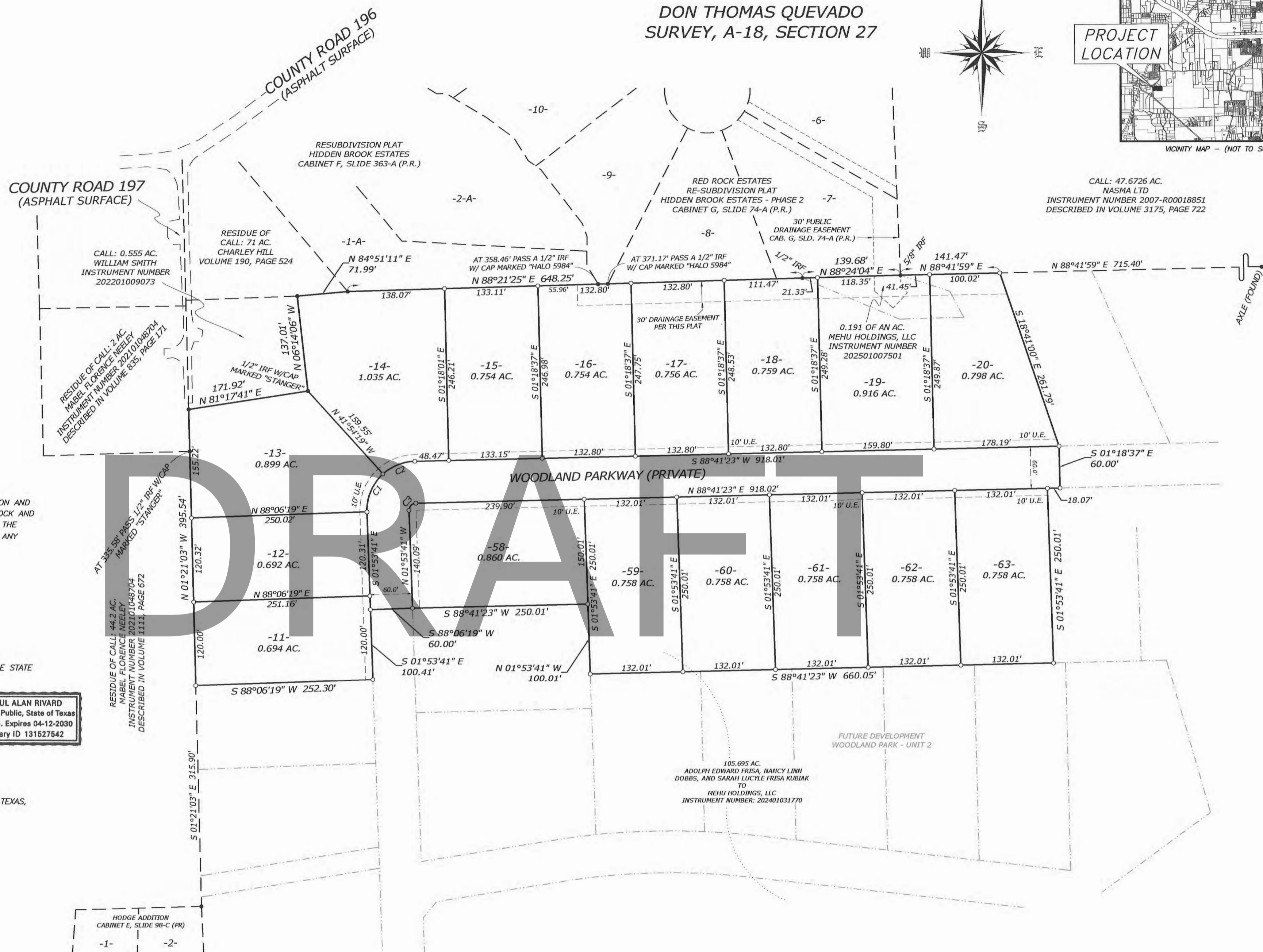
DON THOMAS QUEVADO SURVEY, A-18, SECTION 27



PROJECT LOCATION

VICINITY MAP - (NOT TO SCALE)

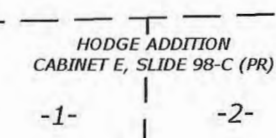
CALL: 47.6726 AC.
NASMA LTD
INSTRUMENT NUMBER 2007-R00018851
DESCRIBED IN VOLUME 3175, PAGE 722



DRAFT

FUTURE DEVELOPMENT
WOODLAND PARK - UNIT 2

105.695 AC.
ADOLPH EDWARD FRISA, NANCY LINN DOBBS, AND SARAH LUCYLE FRISA KUBIAK
TO
MEHU HOLDINGS, LLC
INSTRUMENT NUMBER: 202401031770



RESIDUE OF CALL 2 AC. MABEL FLORENCE NEELEY INSTRUMENT NUMBER 20101048704 DESCRIBED IN VOLUME 835, PAGE 171

RESIDUE OF CALL 44.2 AC. MABEL FLORENCE NEELEY INSTRUMENT NUMBER 202101048704 DESCRIBED IN VOLUME 1111, PAGE 672

AT 335.58 PASSES 1/2" IRF W/CAP MARKED "STANGER"

RESIDUE OF CALL 71 AC. CHARLEY HILL VOLUME 190, PAGE 524

COUNTY ROAD 197 (ASPHALT SURFACE)

COUNTY ROAD 196 (ASPHALT SURFACE)

WOODLAND PARKWAY (PRIVATE)

AXLE (FOUND)



Subdivision Name: Amended Plat Woodland Park - Unit 3

Adjacent Road: FM 2868

Developer: MEHU Holdings, LLC **Phone:** 903-714-4003

email: trey@huntetx.com

Fax:

Surveyor: James Crawford, RPLS 5984 **Phone:** 903-570-0857

email: james@halosurveying.com

Fax:

Roadway Length: N/A

ft. (centerline)

| Item | <i>Date and Initial when received</i> | | | |
|--|--|--------------------|--------------|-------|
| | Resub/Lot Line Adjustment | No Roads | With Roads | |
| Prior to Court Submission | Preliminary Plat (2 copies) | Not Required | | |
| | Preliminary Plat Approved | Not Required | | |
| | Final Plat (mylar & 3 prints) | 6-30-24 JK | | |
| | Plat Fee | \$25 6-30-24 JK | \$100 | \$250 |
| | Construction Bond (\$20 /ft.) | Not Required | Not Required | |
| | Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without) | Not Required | Not Required | |
| | 911 Clearance Letter | M/A | | |
| | Designated Rep. (RTS ENVIRON.) Clearance Letter | See notes below | | |
| | Tax Certificate | 6-30-24 JK | | |
| | Plans and Specifications (2 copies) | Not Required | Not Required | |
| | TCEQ Permit for Dam (if lake or pond present) | | | |
| | Flood Plain Development Permit & Fee (if required) | \$100 | \$100 | \$100 |
| At Completion of Construction | Final Inspection | Not Required | Not Required | |
| R/W Accepted as County Road by Commissioners Court | Maintenance Bond (\$30/ft.) | Not Required | Not Required | |
| | County Rd Number | Not Required | Not Required | |

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

TAX CERTIFICATE FOR ACCOUNT : 100000001827005000
AD NUMBER: R040187
GF NUMBER:
CERTIFICATE NO : 15293430

PAGE 1 OF 1

DATE : 6/30/2026
FEE : \$10.00

COLLECTING AGENCY

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

PROPERTY DESCRIPTION

ABST A0018 T QUEVADO TRACT 5 &
11 S27 REM OF 105.695AC

0000000 FM 2868
79.498 ACRES

REQUESTED BY

HALO SURVEYING,LLC

PROPERTY OWNER

MEHU HOLDINGS LLC

9097 COUNTY ROAD 2193
WHITEHOUSE TX 75791

FLINT TX 75762

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE SMITH COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

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

| CURRENT VALUES | | | |
|------------------|-----------|----------------|---|
| LAND MKT VALUE: | 13,318 | IMPROVEMENT : | 0 |
| AG LAND VALUE: | 1,563,017 | DEF HOMESTEAD: | 0 |
| APPRAISED VALUE: | 1,576,335 | LIMITED VALUE: | 0 |
| EXEMPTIONS: | Ag 1D1 | | |
| LAWSUITS: | | | |

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

TOTAL CERTIFIED TAX DUE 6/2026 : **\$0.00**

ISSUED TO : HALO SURVEYING,LLC
ACCOUNT NUMBER: 100000001827005000

CERTIFIED BY : Diana Borjin

SMITH COUNTY



7

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

| | |
|------------------------------------|-----------------------------------|
| Submission Date: 07/06/2026 | Submitted by: KAREN NELSON |
|------------------------------------|-----------------------------------|

| | |
|---------------------------------|----------------------------------|
| Meeting Date: 07/14/2026 | Department: ROAD & BRIDGE |
|---------------------------------|----------------------------------|

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

Title: Utility Permits

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

Agenda Wording: Receive pipe and/or utility line installation request (notice only):
 a. County Road 198, Valence Operating Company, road bore for pipe, Precinct 1,
 b. County Road 1211, CenterPoint Energy, install gas line, Precinct 1; and
 c. County Road 41, CenterPoint Energy, install gas line, Precinct 4

Background:

Financial and Operational Impact:

Attachments: Yes No **Is a Budget Amendment Necessary?** Yes No

Does Document Require Signature? Yes No

Return Signed Documents to the following:

| | |
|--------------|---------------|
| Name: | Email: |
| Name: | Email: |
| Name: | Email: |
| Name: | Email: |

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

SUBMIT

Office Use Only
Agenda Item # _____



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

1. Applicant: Andrea Pickens Date: 4/3/2026
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): Oakview CRAI
Propose to install 2" IP Pla gas BY BORE see drawing
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: We will utilize TCP see attachment

7. Proposed start date: 4/07 2026 Completion date: 7/07/2026

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 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: Andrea Pickens Date: 4/3 /2026

Approved: [Signature] 7/6/26
Smith County Road Administrator/Engineer

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

Smith County Road & Bridge Department
135 SSE Loop 323
Tyler, Texas 75702

| | |
|---|----------------------------|
| 1. Applicant: Nate Upchurch | Date: 7/1/26 |
| Company Name (if different): Valence Operating Company | Phone: 903-240-2177 |
| Address: 600 Rockmead Dr., Ste 200 | Fax: _____ |
| Kingwood, TX | Zip: 77339 |
| 24/7 Contact Name: Jim Bowman | Phone: 903-658-0240 |
| Contractor: Tiger Creek Enterprises | Phone: 936-645-6854 |
| Bonding Company: _____ | Phone: _____ |
| 2. Franchise Holder: _____ | Phone: _____ |
| 3. Franchise Contact: _____ | Phone: _____ |

4. Location (if applicable, length of installation in feet): **Approximately 50' north of the intersection of CR 198 and Rushing Road; pipe will cross near GPS 32.252522, -95.406713**

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: **No traffic controls are expected to be required as this will be a road bore that will start and end on private property beyond the county ROW**

7. Proposed start date: **8/1/26** Completion date: **10/30/26**

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.

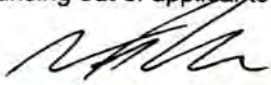
Specific instructions and conditions are as follows:

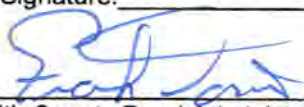
1. **All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.**
2. **All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve 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.)

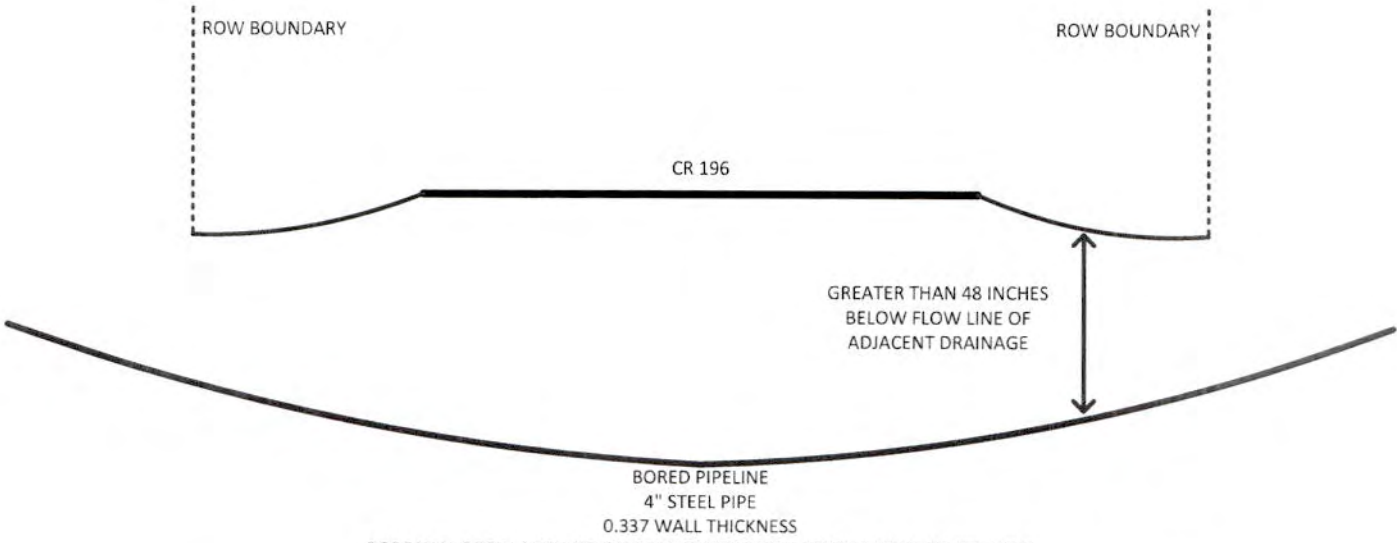
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between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

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

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

Applicants Signature:  Date: 7/1/26

Approved:  7/2/26
Smith County Road Administrator/Engineer



BORE WILL BEGIN AND END ON PRIVATE PROPERTY BEYOND ROW BOUNDARIES
PIPE WILL BE UNCASD AS IT WILL BE INSTALLED GREATER THAN 48" BELOW THE FLOW LINE OF ANY ADJACENT DRAINAGE



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: Donald Whaley Date: 6/30/2026
Company Name (if different): CenterPoint Energy Phone: 713-207-7663
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Ondiel Camacho Phone: (713) 207-4928
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 2731 crow rd
Propose to install of 2" IP Pla main and 2"IP PLA Svc gas see drawing

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

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

7. Proposed start date: 7/14/2026 Completion date: 10/14/2026

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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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: Donald Whaley Date: 6/30/2026

Approved: [Signature] 7/2/26
Smith County Road Administrator/Engineer



NOTE:

COORDINATOR:
Wall Michael 936-585-2043

RUSH PRIORITY

- PRIORITY 1
- PRIORITY 2
- NORMAL

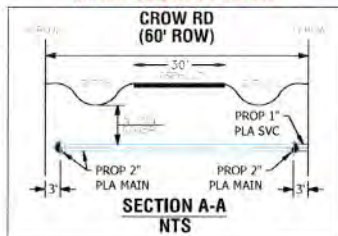
GAS STAKING

JOB NO. _____ BY: _____ DATE: _____
 ESMTS. DED. BY: _____ ESMT. DOCUMENTS: _____
 MONUMENTATION FND: _____ PLAT DISTS. CHK. =D: _____
 ESMTS. NEEDED AT: _____
 NON-STD. STAKING: _____ REASON: _____

PERMITS REQUIRED FOR CONSTRUCTION

- NO PERMITS REQUIRED
- TXDOT
- CITY:
- COUNTY: SMITH
- FLOODCONTROL/DRAINAGE:
- RAILROAD:

SMITH COUNTY PERMIT



PROJECT LOCATION: 77547



VICINITY MAP

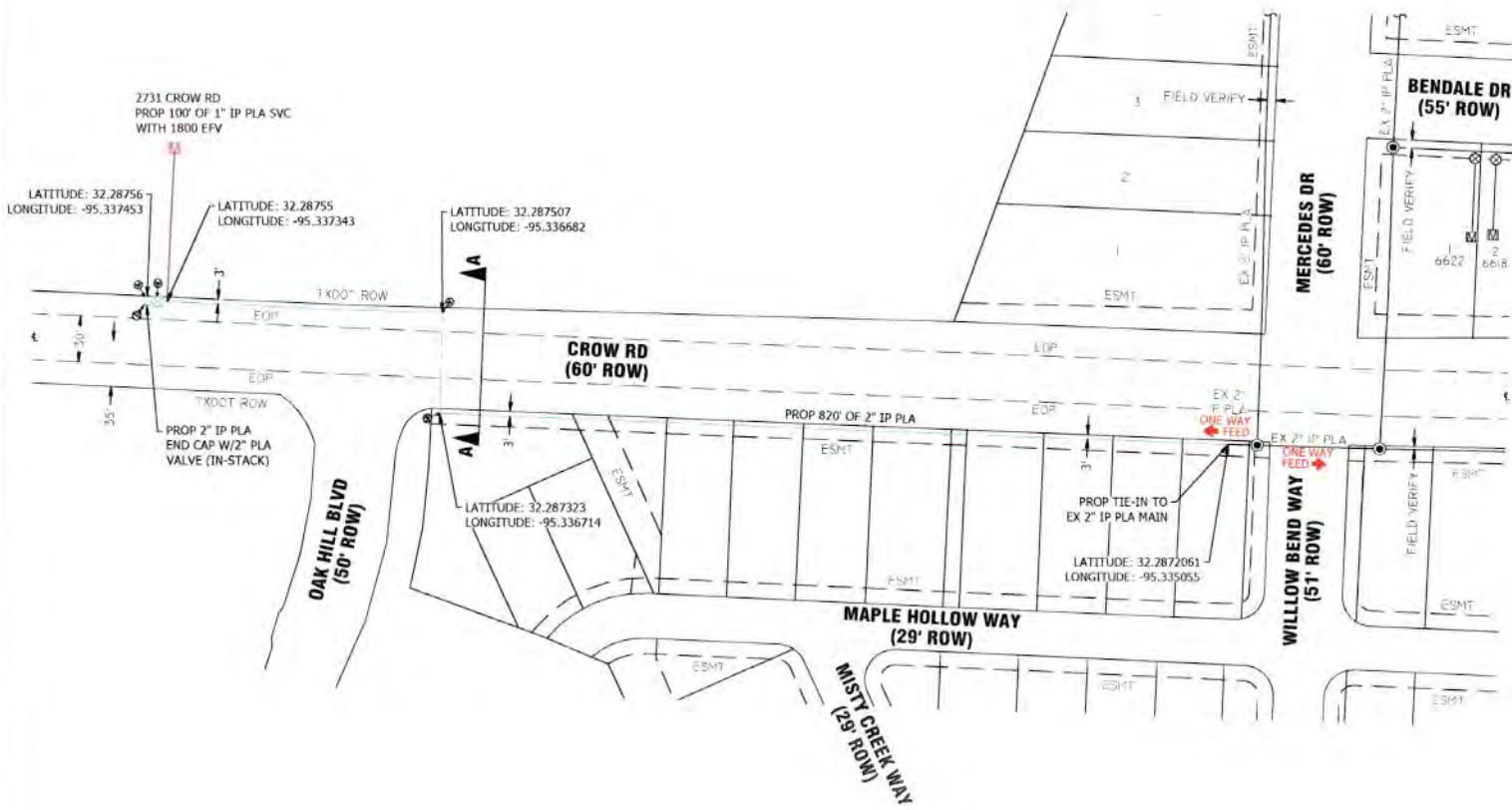
LEGEND

| | |
|---------------------|------------------------------------|
| EXISTING MAIN | PROP 1" IP PLA SVC |
| EDGE OF PAVEMENT | PROP 2" IP PLA SOR 11.0 FE 2708 |
| PROP MAN ANODE | PROP 5/4 ZINC ANODE |
| PROP TRANS STATION | PROP MARKER BALL |
| PROP TEST POINT | PROP LINE MARKER |
| PROP LOCATION POINT | |

STAKING REQUEST #: 123009103
 GC04: 77547

GENERAL NOTES:

- FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
- MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
- USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
- CONTACT DESIGNER (DANIEL CAMACHO AT 713-207-4928) WITH ANY NECESSARY FIELD CHANGES.
- THIS PROJECT IS SUBJECT TO SENIOR LATERAL INSPECTION TO VERIFY CLEARANCE. PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL, ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
- TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
- FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-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 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EPV SIZING CHART. CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
- COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (RYAN RAVELLETTTE AT 903-576-2655) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
- DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
- 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 PIPELINE MARKERS PER NATURAL GAS OPERATIONS MANUAL, SECTION 5.4.



DRAFTER: AN 6/29/26
 CHK: RJD 6/29/26
 ENGR: _____

PIPE SUMMARY GENERIC

PIPE REQUIRED WO#: 123009103

| | |
|--|--|
| 820' 2" PLA MAIN IP - Intermediate Pressure | |
| 100' 2" PLA SERVICE IP - Intermediate Pressure | |
| 920' TOTAL PIPE | |

2731 CROW RD
 TYLER, TX

CenterPoint Energy
 EC2-2601338

8

**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 # _____

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

| | |
|---|--|
| Submission Date: 7/06/2026 | Submitted by: Timothy Hollis |
| Meeting Date: 07/14/2026 | Department: Auditor's Office |
| Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report | |
| Title: FY 2027 Budget Workshop and Receive Department Presentations | |
| 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 presentations from department heads/elected officials regarding their FY 2027 Budget Requests. | |
| Background: Per the approved FY 27 Budget Calendar, a budget workshop is scheduled to be held on 7/14/2026. | |
| 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 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 # _____