

COMMISSIONERS COURT AGENDA
Tuesday, July 7, 2026
9:30 a.m.



Striving for Excellence

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



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

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, July 7, 2026**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

Questions regarding this agenda should be directed to Commissioners Court Administrative Assistant at 903-590-4605. The agenda is available on the County's website (<http://www.smith-county.com>).

**CALL TO ORDER
DECLARE A QUORUM PRESENT
DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED
INVOCATION
PLEDGE OF ALLEGIANCE**

PUBLIC COMMENT: Members of the public who have previously filled out a participation form have an opportunity to address the Commissioners Court on agenda items. The Court is unable to deliberate on non-agenda items. If you desire to request a matter on a future agenda, you may make the request to a member of Commissioners Court. Individual comments are limited to a maximum of three (3) minutes. If you wish to address the Court, obtain a public participation form at the Commissioners Court entryway and submit the completed form to a staff member before the meeting begins. Please be mindful of the Commissioners Court Rules of Procedure, Conduct and Decorum when making your comments and/or attending public meetings.

OPEN SESSION:

PRESENTATION

1. Receive and discuss the follow-up FY2027 Baseline Budget Presentation, including findings regarding budget to actual variances, a summarized list of funding requests, and proposed next steps in the budget process.

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action regarding the Annual Review of Smith County Tax Abatement Agreements and authorize the continuation of all active tax abatement agreements for projects determined to be in compliance with their respective performance commitments.
3. Receive an Order of Appointment of the Smith County Auditor and set a base salary pursuant to the Smith County District Judges' Order, dated June 26, 2026, in accordance with Section 84.003 of the Texas Local Government Code.
4. Consider and take necessary action to ratify a two-year bond for the Smith County Auditor pursuant to Section 84.007 effective July 1, 2026, and authorize the county judge to sign all related documentation.

ROAD AND BRIDGE

5. Consider and take necessary action to approve an interlocal agreement between Smith County and the City of Arp for Road & Bridge Services and authorize the county judge to sign all related documentation.
6. Consider and take necessary action to approve a Sanitary Control Easement with the Pine Trails Shore Public Water System for the construction of a new water well on CR 1178 and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

8. Consider and take necessary action to transfer salary lag funds for the purchase of vehicles, upfitting, and equipment needed for the FY27 budget year.

RECURRING BUSINESS

ROAD AND BRIDGE

9. Consider and take necessary action to authorize the county judge to sign the:
 - a. Re-Plat for Eastshore Estates, Unit 3, Lots 204B and 207, Precinct 2, and
 - b. Final Plat for the B. Pyron Subdivision, Precinct 1.

10. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 1256 and 1294, Metronet, install underground fiber optic cable with ground boxes, Precinct 1,
 - b. County Road 140 and 139, Conterra Ultra Broadband LLC, install underground fiber optic cable with boxes and pedestals, Precinct 1,
 - c. County Road 128 and 135, Metronet, install underground fiber with road bore, ground boxes and pedestals, Precinct 2,
 - d. County Road 245 N, West Gregg Special Utility District, Road bore for service line, Precinct 3,
 - e. County Road 434, Southwire for Oncor Electric, road bore for replacement underground electric cable, Precinct 3,
 - f. County Road 4157 and 4212, Metronet, install underground fiber optic cable with boxes and pedestals, Precinct 3,
 - g. County Road 46, Oncor Electric, aerial work on existing poles, Precinct 4, and
 - h. County Road 3151, CenterPoint Energy, install service line, Precinct 4.

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

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

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

SECTION 551.071 CONSULTATION WITH ATTORNEY

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

OPEN SESSION:

COURT ORDERS

COMMISSIONERS COURT

14. Consider and take necessary action to reject all proposals received for RFP 18-26 Third Party Administrator (TPA) and ancillary services.

15. 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.

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILITY STATEMENT FOR

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

Date: 6/30/2026

Time: 4:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

1

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/29/2026	Submitted by: Timothy Hollis
Meeting Date: 07/07/2026	Department: Auditor's Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Receive FY 2027 Baseline Budget Follow-up Presentation	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Receive and discuss the follow-up FY2027 Baseline Budget Presentation, including findings regarding budget to actual variances, a summarized list of funding requests, and proposed next steps in the budget process.	
Background: Per the approved FY 27 Budget Calendar, a budget workshop is scheduled to be held on 7/07/2026. During this workshop, the "Confirm Assumptions" and "Variance Analysis Review" sections of the previous presentation's Recommend Next Steps, slide 10, will be addressed.	
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 # _____

Fiscal Year 2027 Budget Presentation

Smith County, Texas

Presented to the Commissioners Court



County Auditor • July 7, 2026

01

Executive Summary



Executive Summary: FY 2027 Baseline Requests

Smith County, Texas Statement of Forecasted Revenues, Expenditures, and Changes in Fund Balances For the Budget Year 26/27 (October 1, 2026 to September 30, 2027)

	General	Road and Bridge- Special Revenue	Debit Service	Facility Improvements	Total
	10	75	70	45	
REVENUES					
<i>Taxes:</i>					
Taxes - Current	74,022,015	12,147,546	19,985,714	2,858,246	109,013,521
Taxes - Delinquent	600,000	100,000	100,000	20,000	820,000
Sales Tax	29,500,000	-	-	-	29,500,000
Other Taxes	1,560,000	-	-	-	1,560,000
<i>Reimbursements</i>	1,898,000	-	-	-	1,898,000
<i>Interlocal Agreements</i>	630,000	-	-	-	630,000
<i>Fines & Fees</i>	8,993,625	3,328,000	-	-	12,321,625
<i>Interest</i>	2,300,000	580,000	50,000	170,000	3,100,000
<i>Miscellaneous</i>	197,300	-	-	50,000	247,300
TOTAL PROJECTED REVENUE	119,700,940	16,155,546	20,135,714	3,098,246	159,090,446
EXPENSES					
Category					
Salaries	55,071,470	5,472,300	-	-	60,543,770
Fringe Benefits	20,944,002	2,141,588	-	-	23,085,590
Supplies	1,015,120	4,990,300	-	-	6,005,420
Operating Expenses	7,206,060	433,500	-	4,657,000	12,296,560
Contract Agreements	8,914,869	2,093,250	-	-	11,008,119
Other Services & Charges	12,354,019	221,720	-	-	12,575,739
Criminal Justice Expenses	6,341,735	-	-	-	6,341,735
Capital Expenditures	2,753,958	8,451,000	19,963,464	-	31,168,422
Capital Improvements	-	-	-	2,025,000	2,025,000
Other Financing	5,500,000	-	-	50,000	5,550,000
TOTAL PROJECTED EXPENDITURES (Including Transfers (In/Out))	120,101,232	23,803,658	19,963,464	6,732,000	170,600,354
Net Change in Fund Balance	(400,292)	(7,648,112)	172,250	(3,633,754)	(11,509,908)

02

Revenue Forecast and Trends

Revenue Forecast Summary FY 2027

TOTAL PROJECTED REVENUE

\$159,090,446

+3.22% vs. prior adopted

PROPERTY TAX REVENUE

\$109,833,521

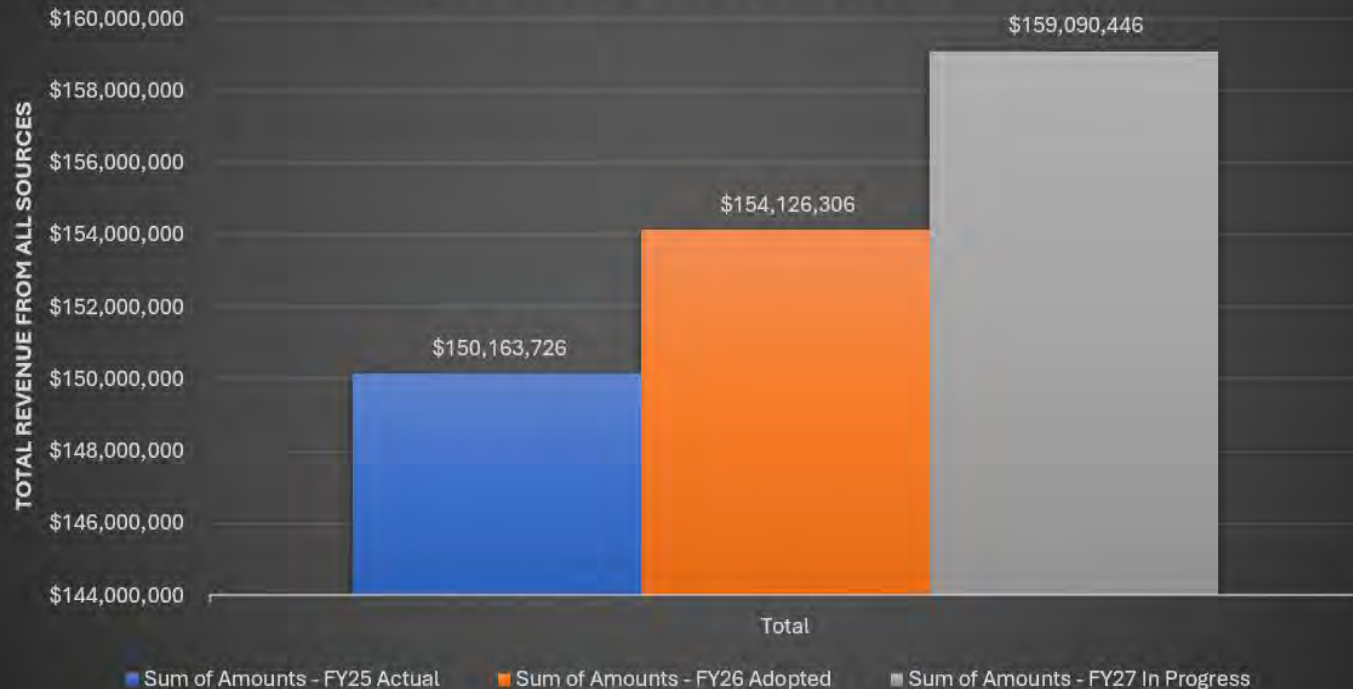
69.04% of recurring revenue

SALES TAX / OTHER

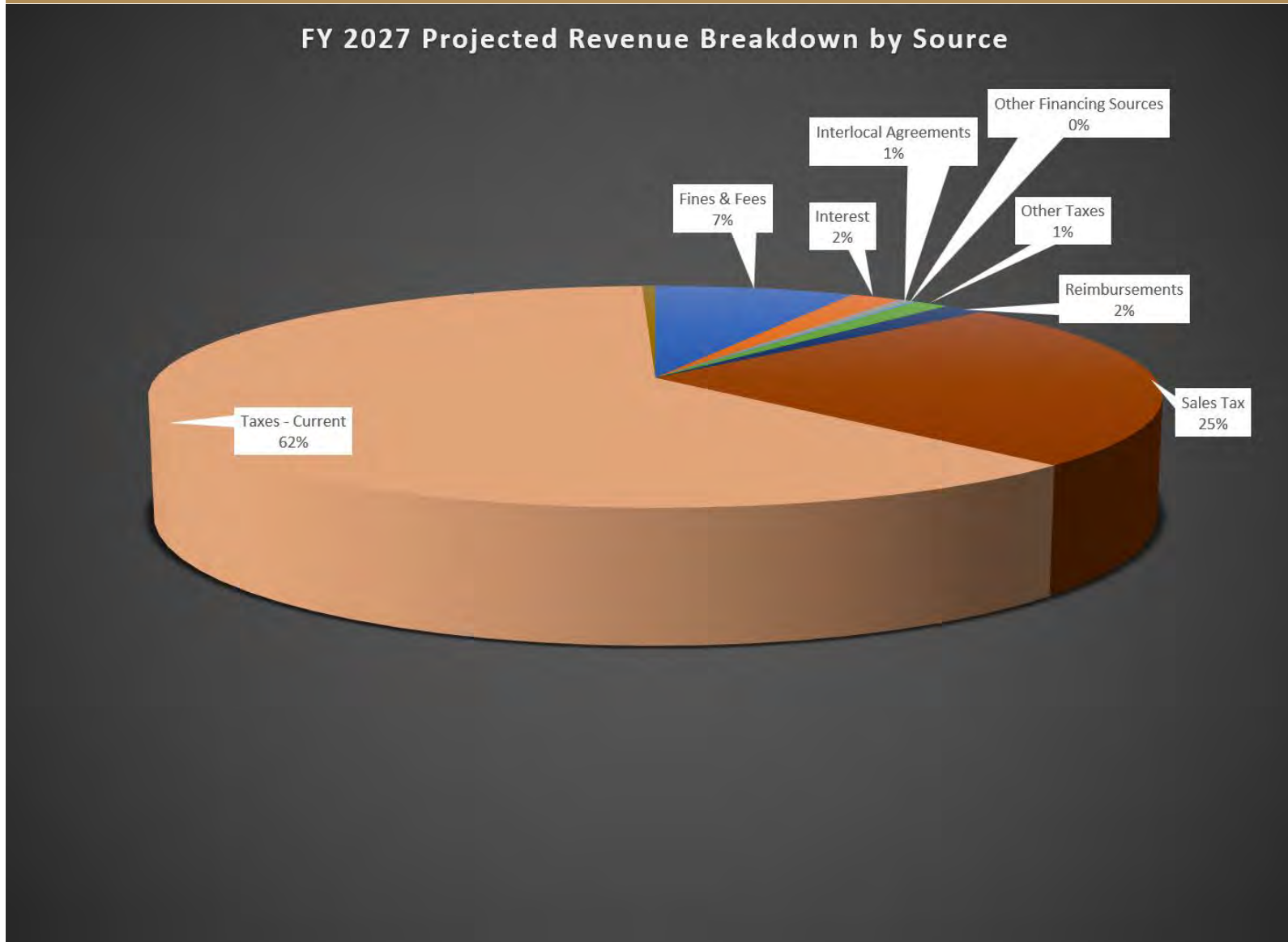
\$49,256,925

30.96% of recurring revenue

Total Revenue Trends - FY 2021 - FY 2025 (Actuals); FY 2026 - FY 2027 (Budgeted) for General Fund, Road & Bridge Fund, & Debt Service Fund



FY 27 Budgeted General Fund Revenue Sources by Type



Comparison to Previous FY

- Property Tax % Change:

FY 2027 Budget General Fund, Debt Service Fund, & Facility Improvement Fund Expense Recap

	Amounts - FY25 Actual	Amounts - FY26 Adopted	Amounts - FY27 In Progress	Increase (Decrease)	Increase (Decrease) %
Administrative:					
Commissioners Court	732,650.77	769,446.00	765,396.00	(4,050.00)	-0.53%
Records Service	233,437.01	251,263.00	251,479.00	216.00	0.09%
Veterans	277,323.57	305,615.00	310,001.00	4,386.00	1.44%
General Operations	5,435,685.49	7,247,003.00	7,925,854.00	678,851.00	9.37%
Budget Office	128,517.90	141,080.00	164,480.00	23,400.00	16.59%
Information Services	7,854,374.17	8,271,228.00	8,478,397.67	207,169.67	2.50%
County Auditor	1,148,767.55	1,286,047.00	1,414,627.00	128,580.00	10.00%
County Treasurer	285,944.09	290,047.00	293,287.00	3,240.00	1.12%
Purchasing	586,653.53	615,382.00	671,736.93	56,354.93	9.16%
Tax A/C	2,614,708.71	2,891,867.00	3,102,303.00	210,436.00	7.28%
Elections	773,467.87	1,002,181.00	1,153,806.00	151,625.00	15.13%
Facility Services	3,897,015.37	3,538,240.00	4,242,924.53	704,684.53	19.92%
Human Resources	497,963.26	541,843.00	593,643.00	51,800.00	9.56%
Total Administrative	24,466,509.29	27,151,242.00	29,367,935.13	2,216,693.13	8.16%
Judicial:					
County Clerk	1,729,619.52	2,517,629.00	2,528,129.00	10,500.00	0.42%
Judicial Compliance Office	328,245.84	349,292.00	354,242.00	4,950.00	1.42%
County Court	215,800.17	240,354.00	238,354.00	(2,000.00)	-0.83%
County Court at Law	551,984.98	631,967.00	635,113.00	3,146.00	0.50%
County Court at Law #2	518,456.45	609,138.00	648,835.00	39,697.00	6.52%
County Court at Law #3	731,512.28	814,970.00	868,795.00	53,825.00	6.60%
7th District Court	354,791.83	388,928.00	396,009.00	7,081.00	1.82%
114th District Court	321,622.68	381,133.00	387,473.00	6,340.00	1.66%
241st District Court	348,169.57	379,529.00	390,329.00	10,800.00	2.85%
321st District Court	1,527,652.99	1,548,922.00	1,548,922.00	-	0.00%
475th District Court	361,558.62	415,223.00	415,223.00	-	0.00%
Capital Murder Trials	601,152.79	900,000.00	900,000.00	-	0.00%
Indigent Defense	3,298,486.46	3,482,094.00	3,482,094.00	-	0.00%
District Clerk	1,982,537.15	2,253,054.00	2,406,402.00	153,348.00	6.81%
Justice of the Peace #1	457,508.90	359,639.00	361,325.00	1,686.00	0.47%
Justice of the Peace #2	412,681.13	380,461.00	380,461.00	-	0.00%
Justice of the Peace #3	441,984.72	377,323.00	381,210.00	3,887.00	1.03%
Justice of the Peace #4	503,743.14	406,342.00	407,092.00	750.00	0.18%
Justice of the Peace #5	510,977.82	442,945.00	443,945.00	1,000.00	0.23%
District Attorney	8,235,952.44	8,705,444.00	8,908,724.00	203,280.00	2.34%
Pre-Trial Release	303,462.12	318,639.00	318,823.00	184.00	0.06%
Total Judicial	23,737,901.60	25,903,026.00	26,401,500.00	498,474.00	1.92%

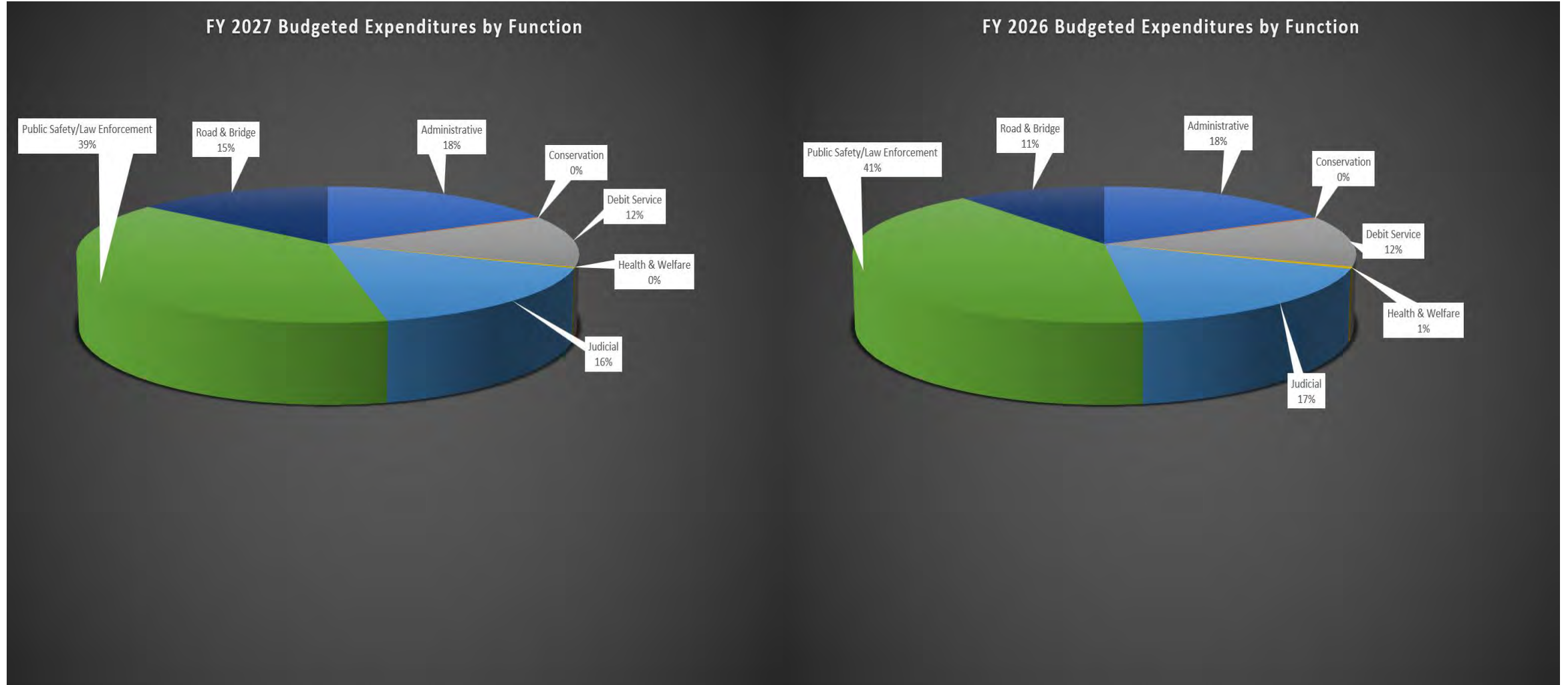
FY 2027 Budget General Fund, Debt Service Fund, & Facility Improvement Fund Expense Recap

	Amounts - FY25 Actual	Amounts - FY26 Adopted	Amounts - FY27 In Progress	Increase (Decrease)	Increase (Decrease) %
Public Safety/Law Enforcement:					
Fire Marshal/OEM	674,709.69	756,262.00	772,933.76	16,671.76	2.20%
Animal Control	812,661.56	893,075.00	925,506.00	32,431.00	3.63%
Constable - Pct. #1	500,704.17	631,355.00	583,425.00	(47,930.00)	-7.59%
Constable - Pct. #2	492,589.79	497,700.00	503,526.50	5,826.50	1.17%
Constable - Pct. #3	544,574.03	513,520.00	519,052.00	5,532.00	1.08%
Constable - Pct. #4	619,823.55	749,249.00	654,140.00	(95,109.00)	-12.69%
Constable - Pct. #5	524,800.93	558,233.00	565,947.00	7,714.00	1.38%
Environmental Crimes	200,323.71	208,955.00	232,455.00	23,500.00	11.25%
Sheriff	16,696,357.32	17,998,094.00	16,069,785.26	(1,928,308.74)	-10.71%
Sheriff - Dispatch Operations	2,308,135.57	2,724,985.00	2,788,428.00	63,443.00	2.33%
Jail Operations	30,044,109.94	30,987,936.00	31,473,517.00	485,581.00	1.57%
Juvenile Board	45,664.42	45,686.00	45,686.00	-	0.00%
CSCD	72,551.00	75,953.00	75,953.00	-	0.00%
Judicial Services	-	-	2,782,157.25	2,782,157.25	0.00%
Total Public Safety/Law Enforcement	53,537,005.68	56,641,003.00	57,992,511.77	1,351,508.77	2.39%
Road & Bridge:					
R&B - General	965,514.08	1,183,286.00	1,309,611.00	126,325.00	10.68%
R&B - Labor & Material	11,713,208.12	11,749,936.00	18,805,720.00	7,055,784.00	60.05%
R&B - Equipment	3,388,986.59	3,630,327.00	3,688,327.00	58,000.00	1.60%
Total Road & Bridge	16,067,708.79	16,563,549.00	23,803,658.00	7,240,109.00	43.71%
Health & Welfare:					
Public Service	697,820.95	726,458.00	450,000.00	(276,458.00)	-38.06%
Total Health & Welfare	697,820.95	726,458.00	450,000.00	(276,458.00)	-38.06%
Conservation:					
Agriculture Extension	356,470.04	388,785.00	389,285.00	500.00	0.13%
Total Conservation	356,470.04	388,785.00	389,285.00	500.00	0.13%
Total General & Road & Bridge Fund - Direct Expenses	118,863,416.35	127,374,063.00	138,404,889.90	11,030,826.90	8.66%

FY 2027 Budget General Fund, Debt Service Fund, & Facility Improvement Fund Expense Recap

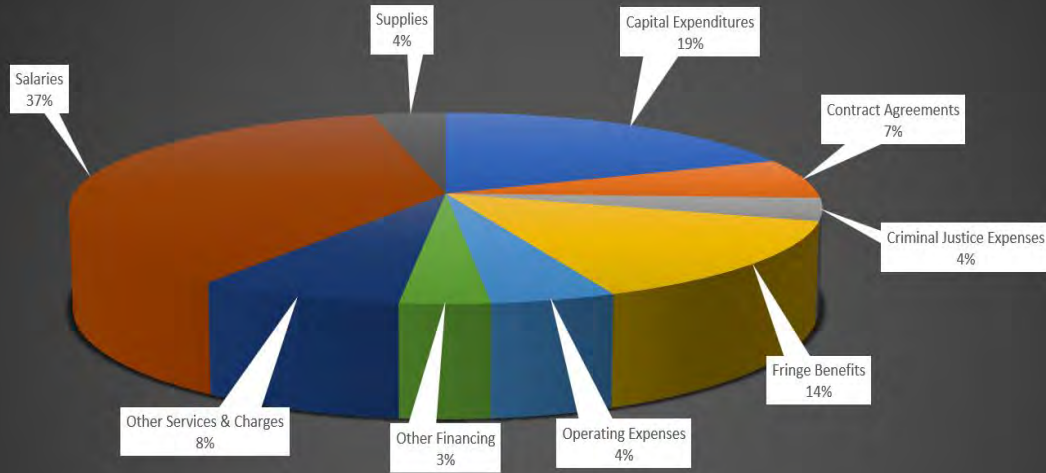
	Amounts - FY25 Actual	Amounts - FY26 Adopted	Amounts - FY27 In Progress	Increase (Decrease)	Increase (Decrease) %
Debt Service:					
CERT.OF OBLIGATION 2025	-	1,989,583.00	809,583.00	(1,180,000.00)	-59.31%
G/O SERIES 2018	1,983,050.00	1,817,400.00	1,820,400.00	3,000.00	0.17%
G/O SERIES 2019	1,718,035.00	1,726,300.00	1,724,125.00	(2,175.00)	-0.13%
G/O SERIES 2020	706,721.42	758,650.00	757,550.00	(1,100.00)	-0.14%
G/O SERIES 2021	913,600.00	916,050.00	914,800.00	(1,250.00)	-0.14%
G/O SERIES 2022	1,121,100.02	1,122,375.00	1,123,875.00	1,500.00	0.13%
G/O SERIES 2023 COURTHOUSE	10,097,190.00	8,044,800.00	11,025,800.00	2,981,000.00	37.05%
G/O SERIES 2023 PARKING	1,266,531.26	1,273,181.00	1,280,181.26	7,000.26	0.55%
G/O SERIES 2024	442,663.07	508,150.00	507,150.00	(1,000.00)	-0.20%
Total Debt Service	18,248,890.77	18,156,489.00	19,963,464.26	1,806,975.26	-22.01%
Facility Improvement Fund:					
General Operations	918,514.35	7,732,000.00	6,732,000.00	(1,000,000.00)	-12.93%
Total Facility Improvement Fund	918,514.35	7,732,000.00	6,732,000.00	(1,000,000.00)	-12.93%
TOTAL EXPENDITURES GENERAL, ROAD & BRIDGE, DEBT SERVICE, & FACILITIES IMPROVEMENT					
	138,030,821.47	153,262,552.00	165,100,354.16	11,837,802.16	7.72%

FY 2027 & FY 2026 Budgeted Expenditure Overview by Function

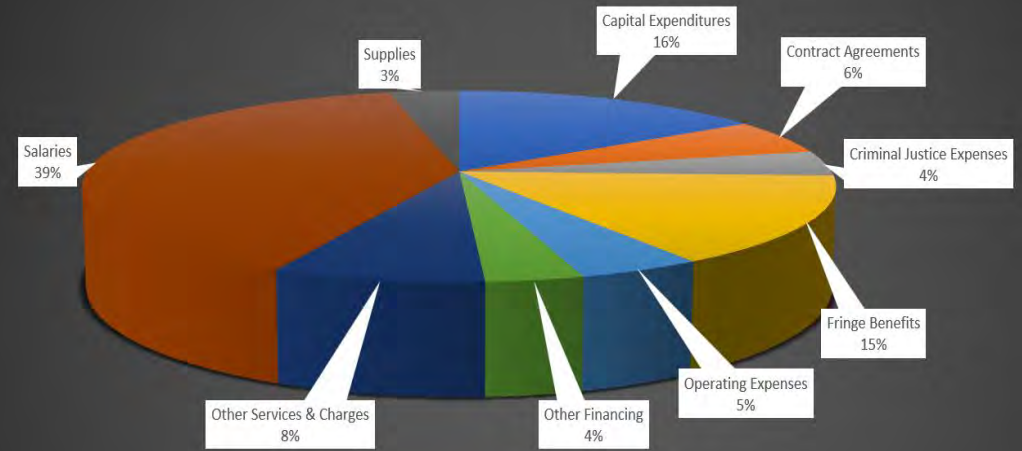


FY 2027 & FY 2026 Budgeted Expenditure Overview by Category

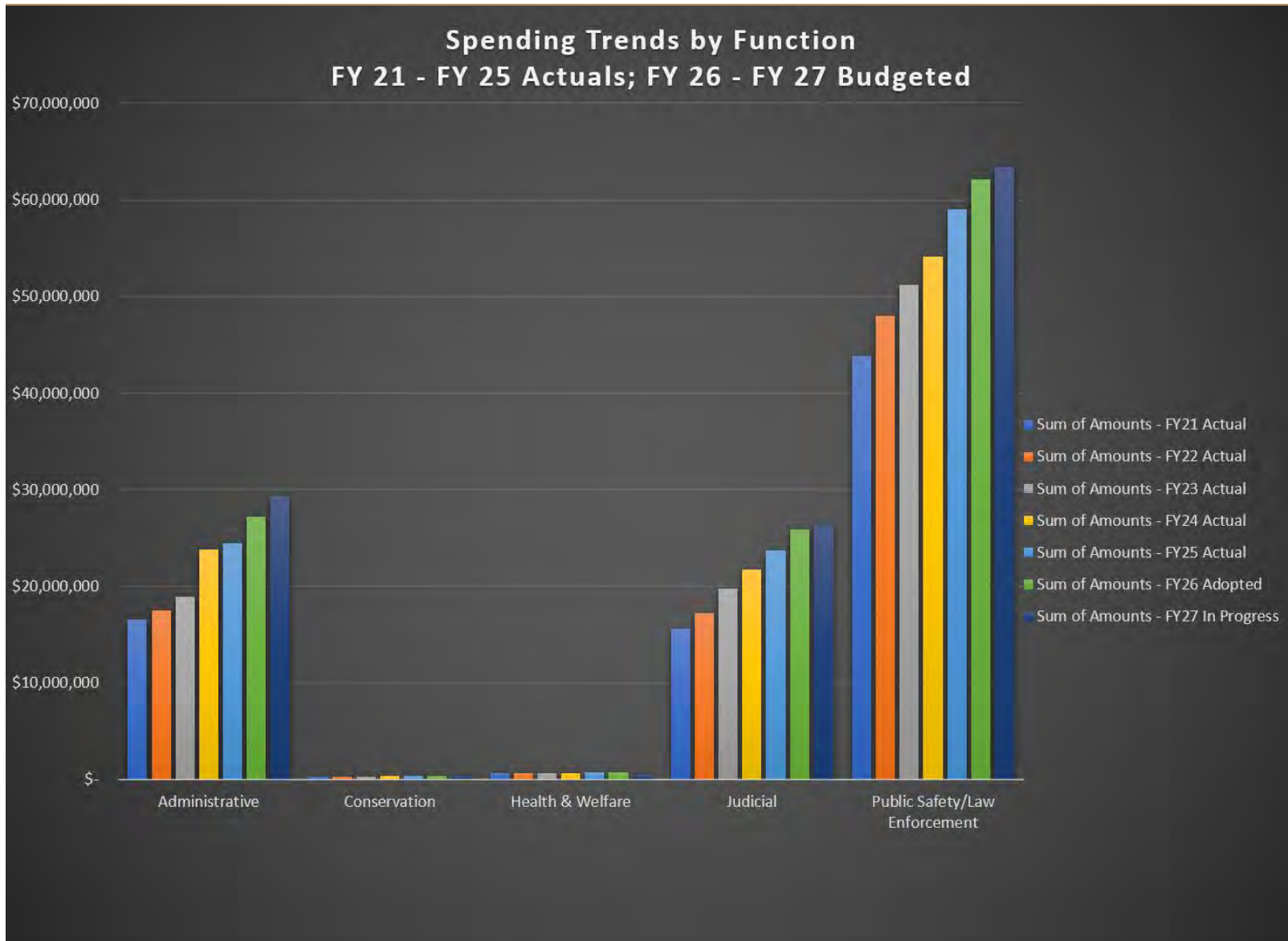
FY 2027 Budgeted Expenditures by Expense Category



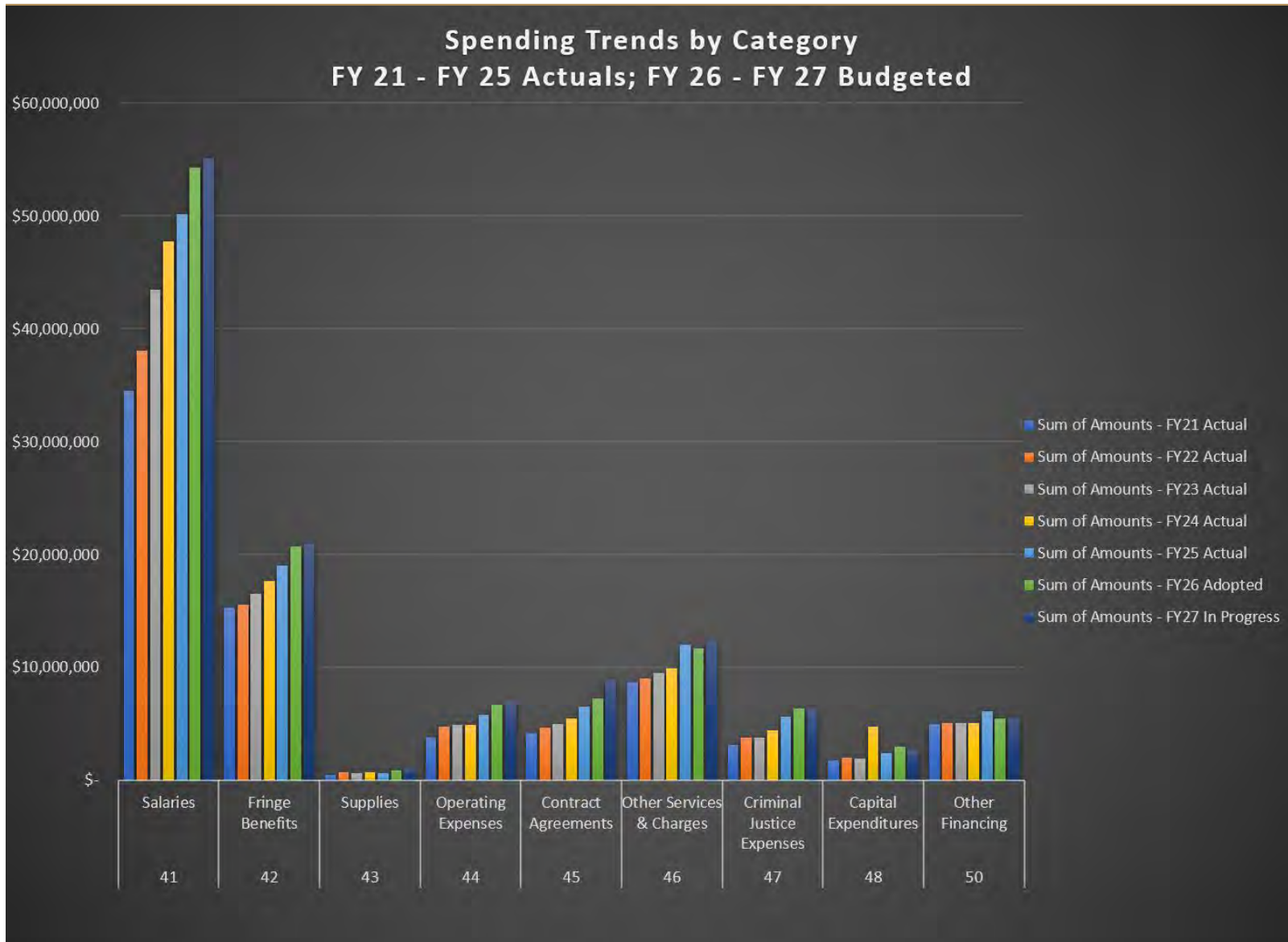
FY 2026 Budgeted Expenditures by Expense Category



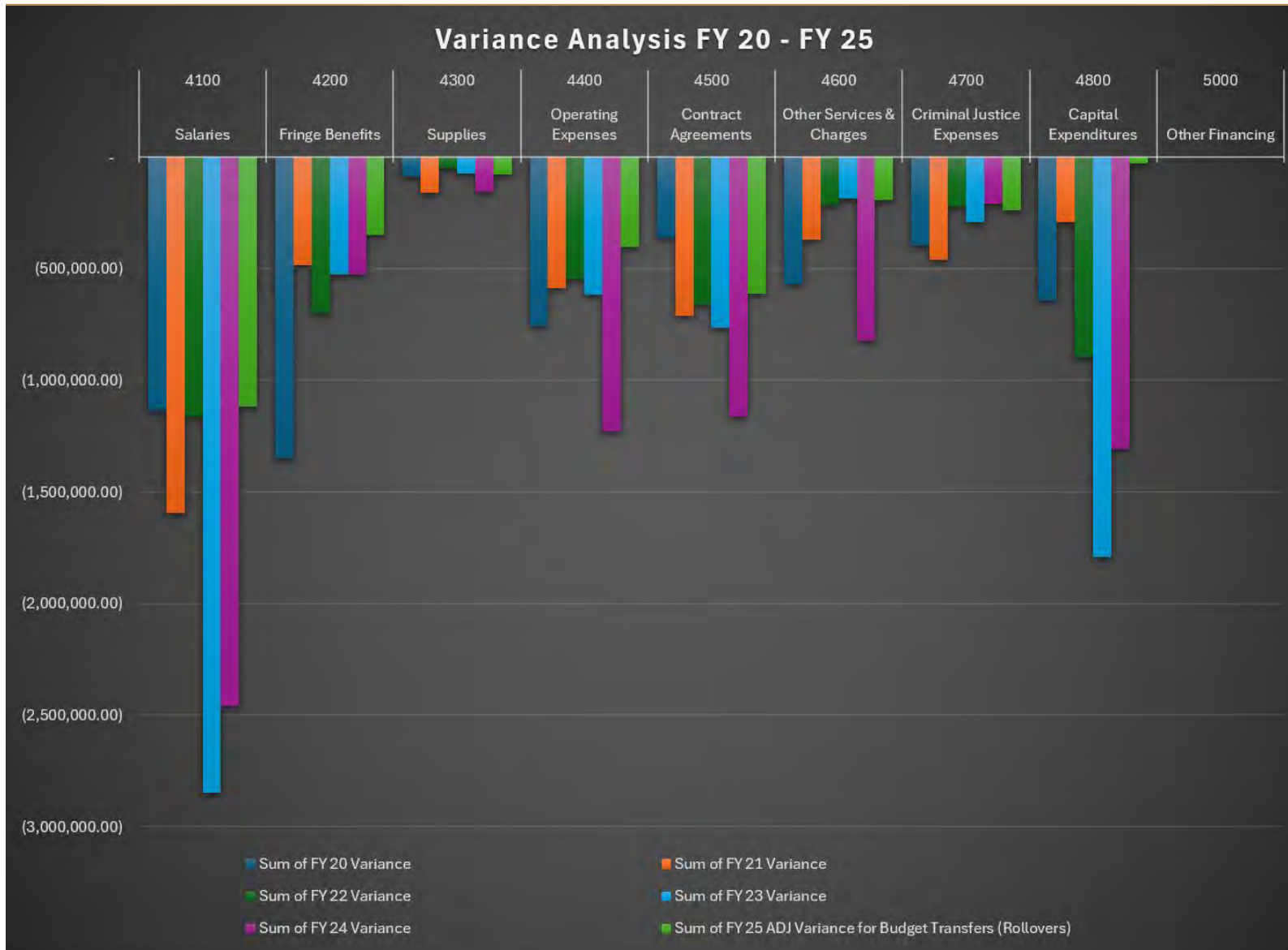
Expenditure Trends Overview by Function



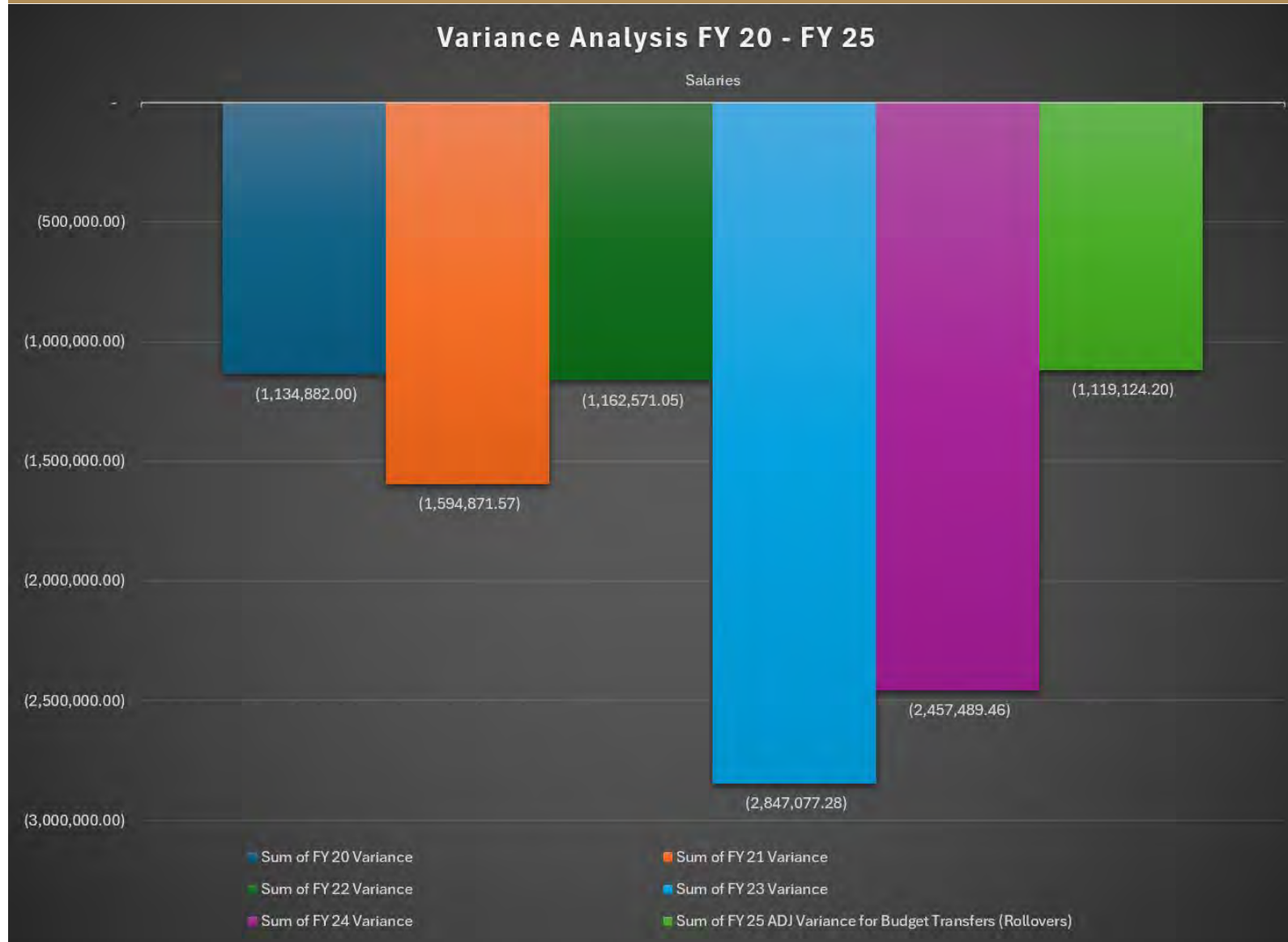
Expenditure Overview by Category



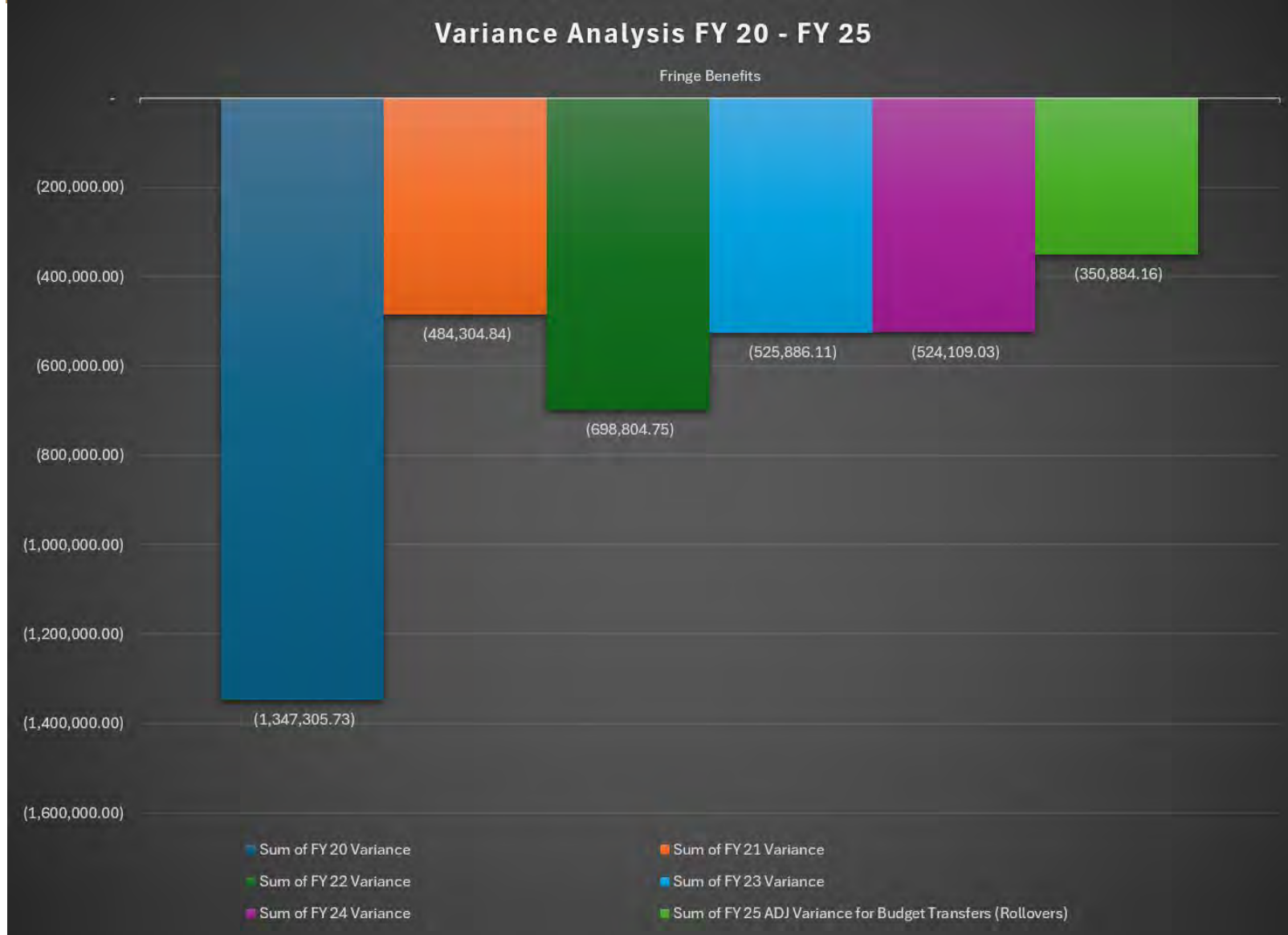
Budget to Actual Variance by Category FY 2020 – FY 2025



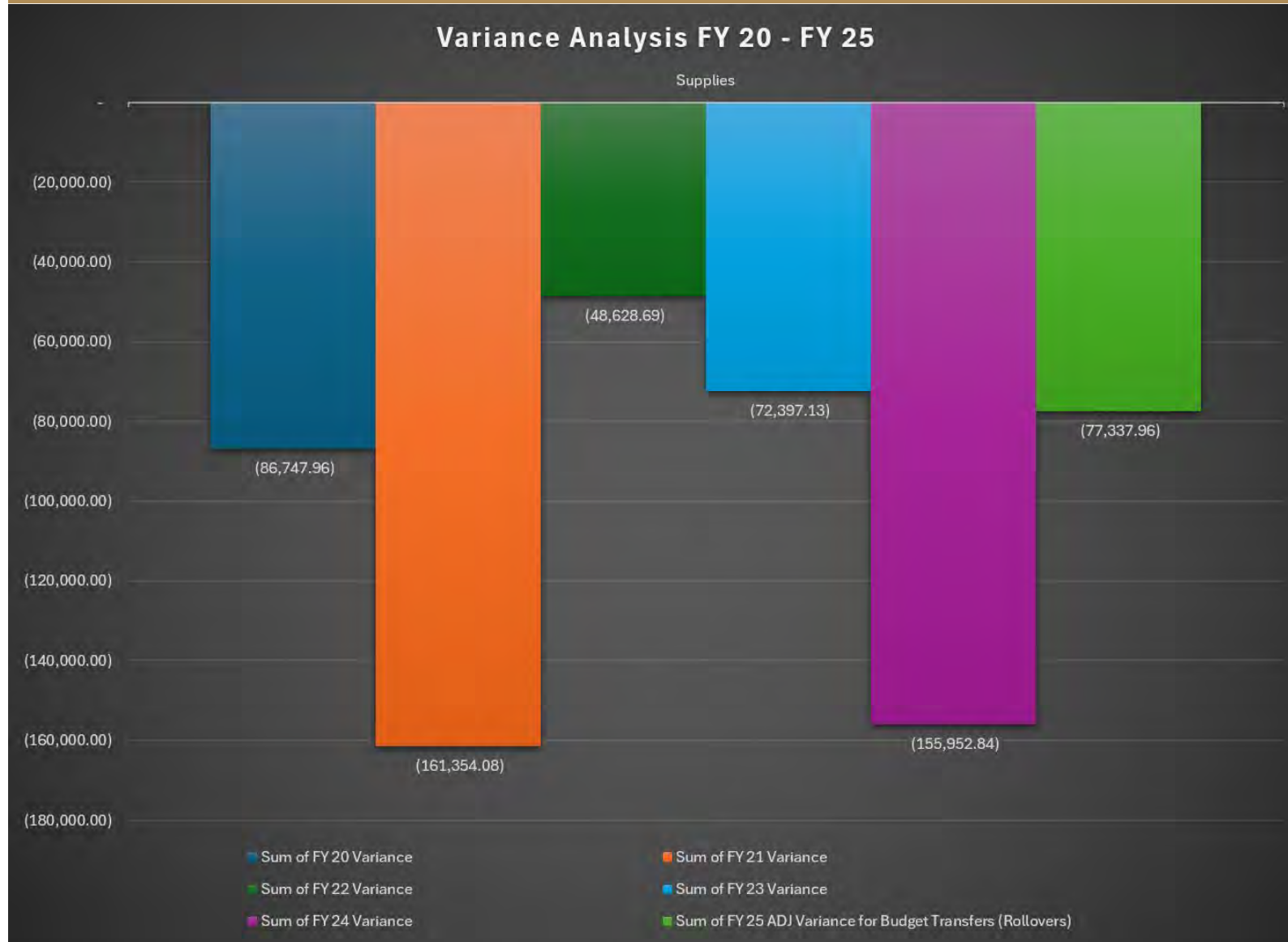
Budget to Actual Variance by Category- Salaries FY 2020 – FY 2025



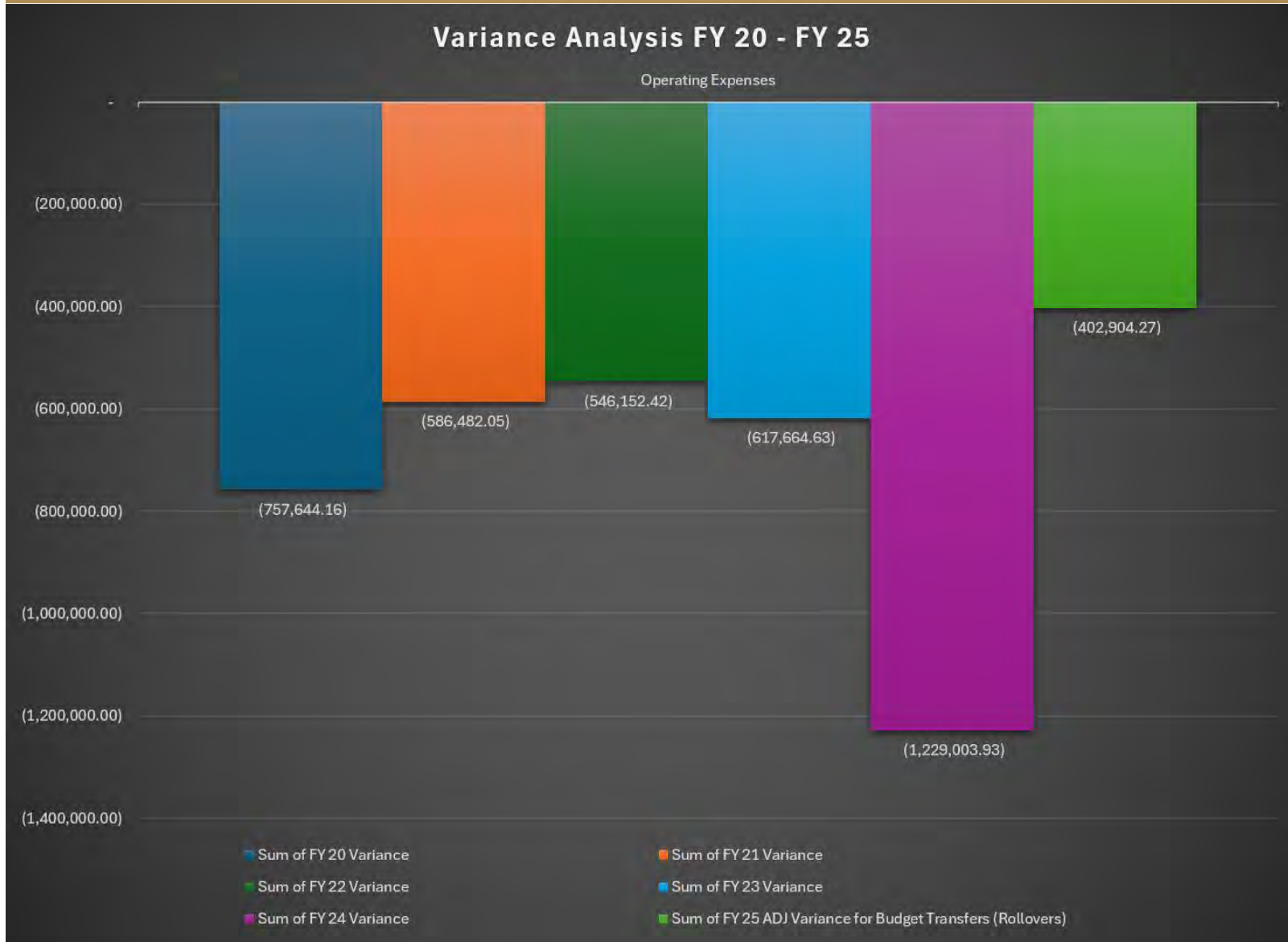
Budget to Actual Variance by Category- Fringe Benefits FY 2020 – FY 2025



Budget to Actual Variance by Category- Supplies FY 2020 – FY 2025

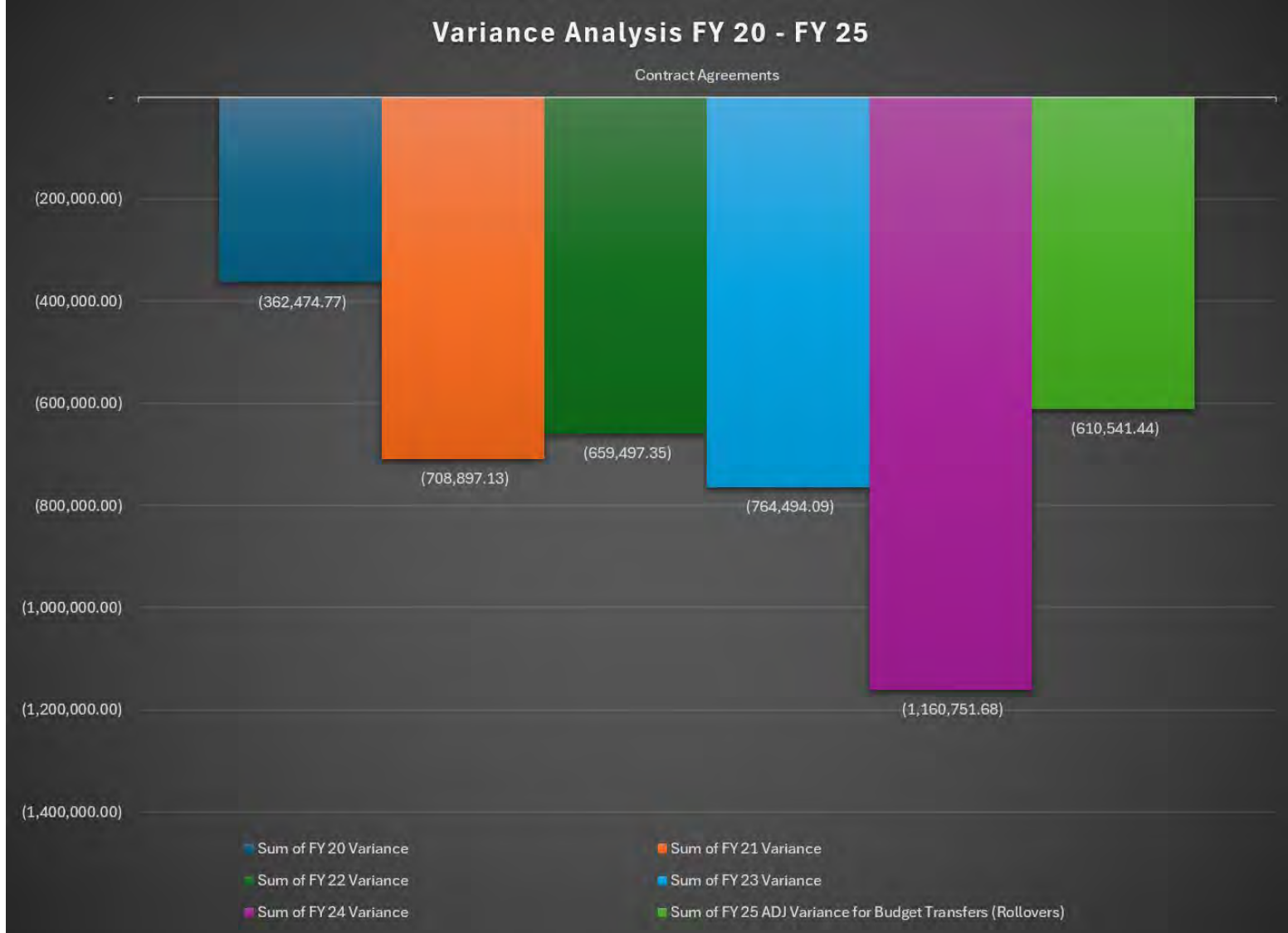


Budget to Actual Variance by Category- Operating Expenses FY 2020 – FY 2025

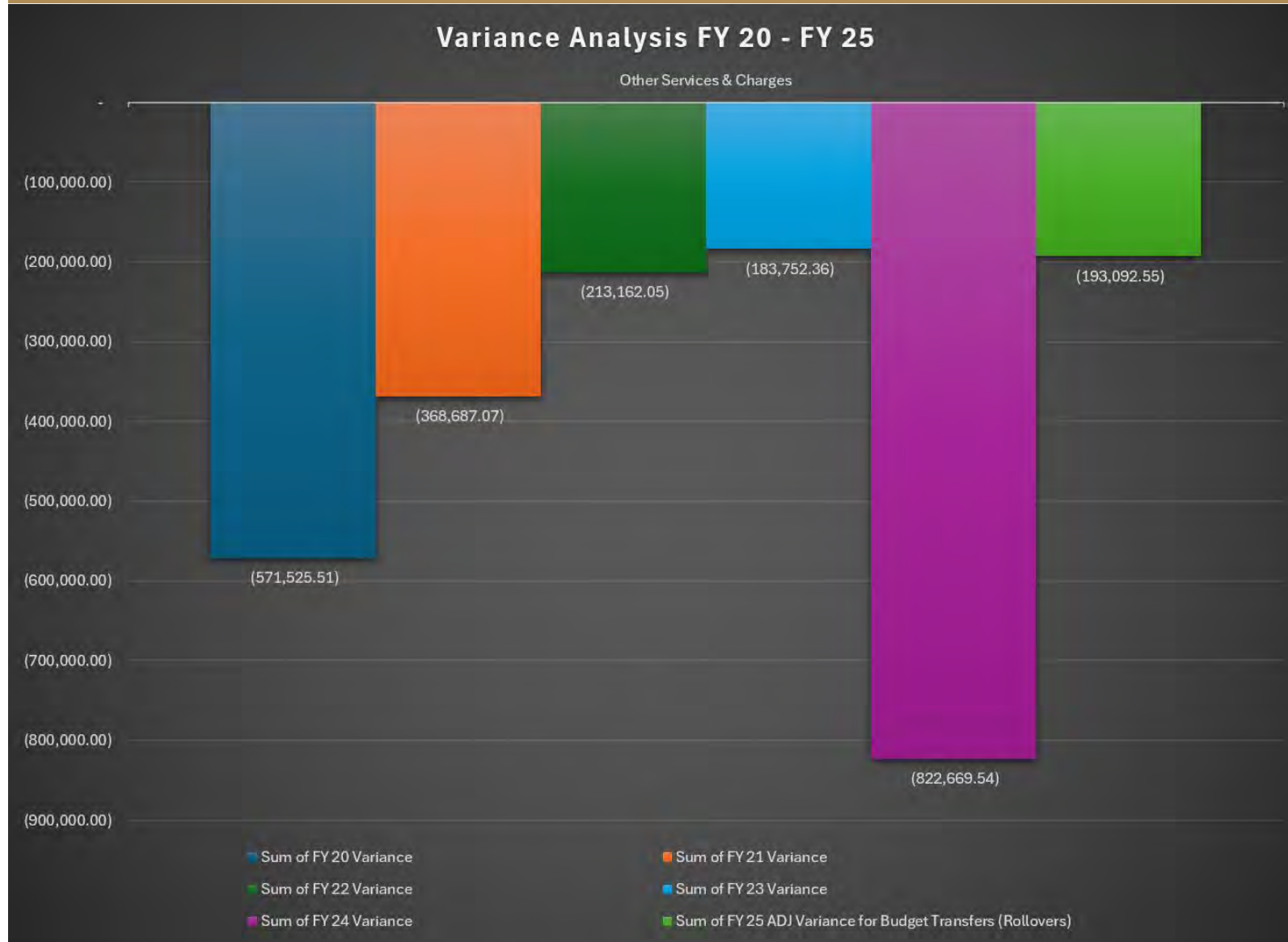


Budget to Actual Variance by Category- Contract Agreements

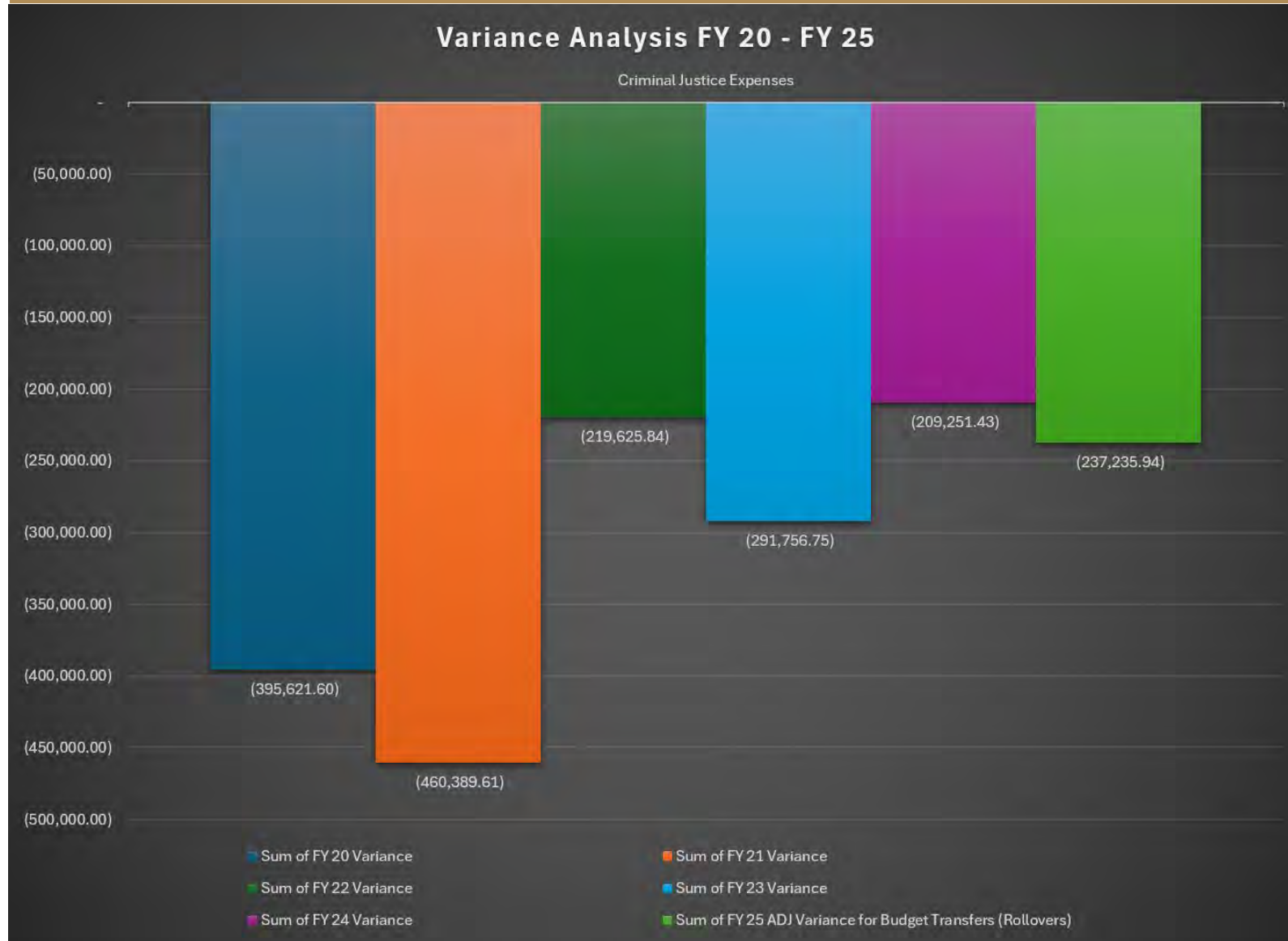
FY 2020 – FY 2025



Budget to Actual Variance by Category- Other Services and Charges FY 2020 – FY 2025

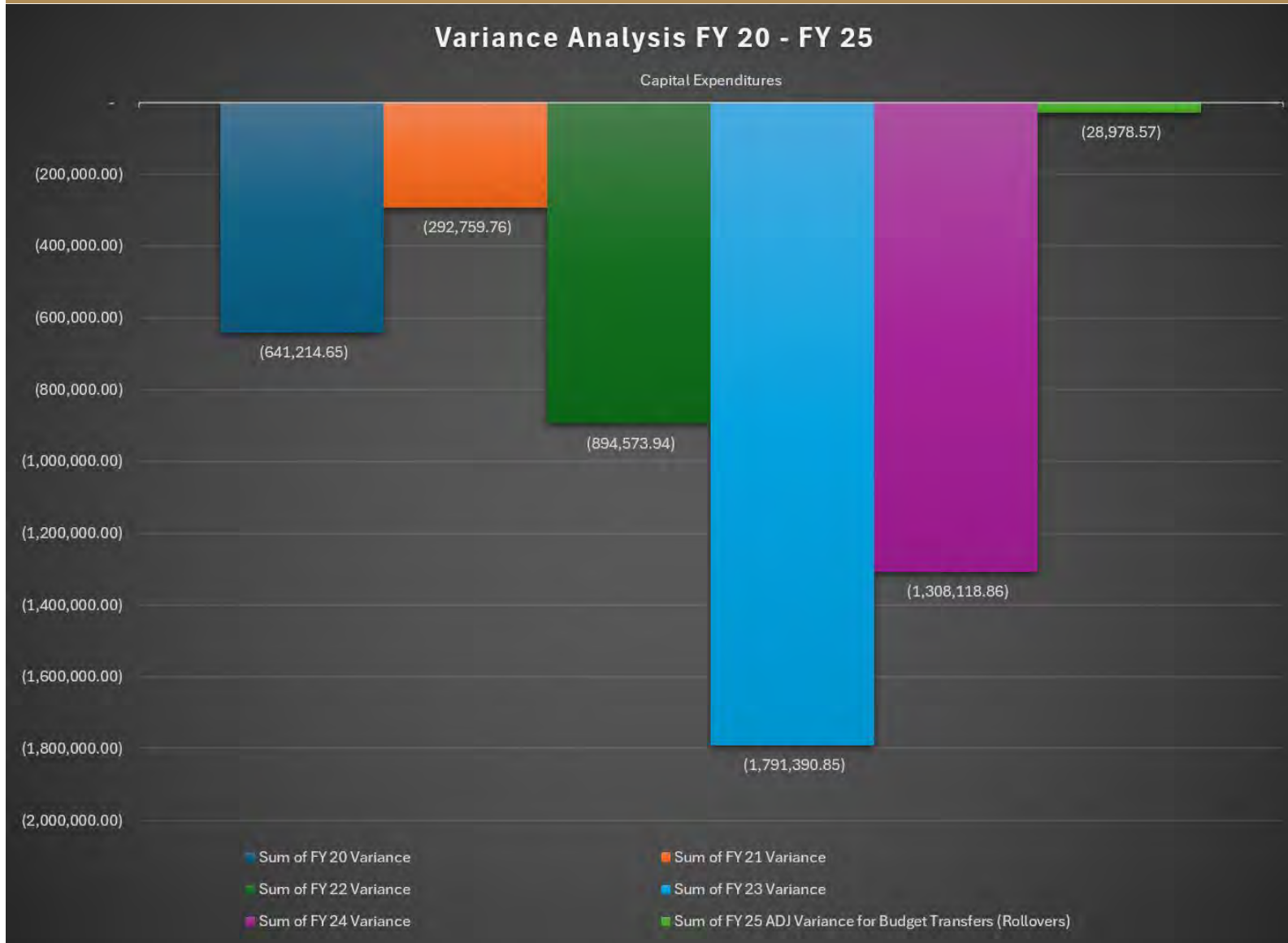


Budget to Actual Variance by Category- Criminal Justice Expenses FY 2020 – FY 2025



Budget to Actual Variance by Category- Capital Expenditures

FY 2020 – FY 2025



03

Expenditures & Services

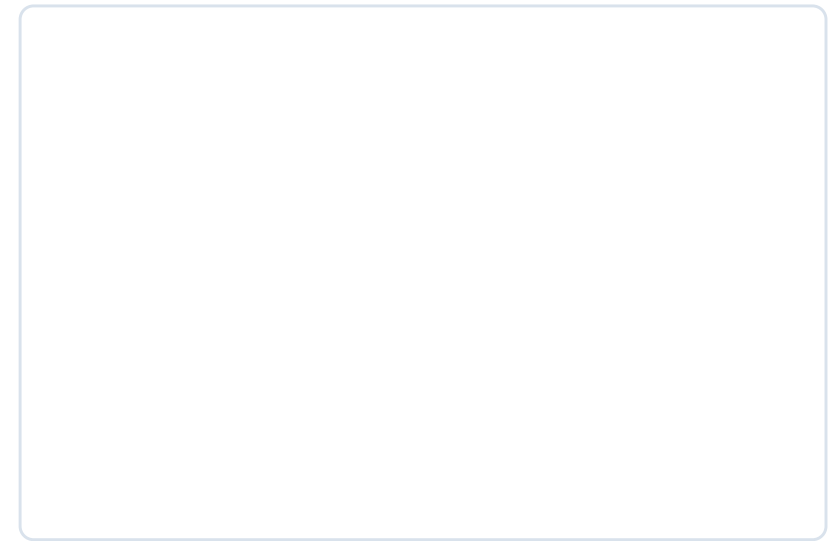
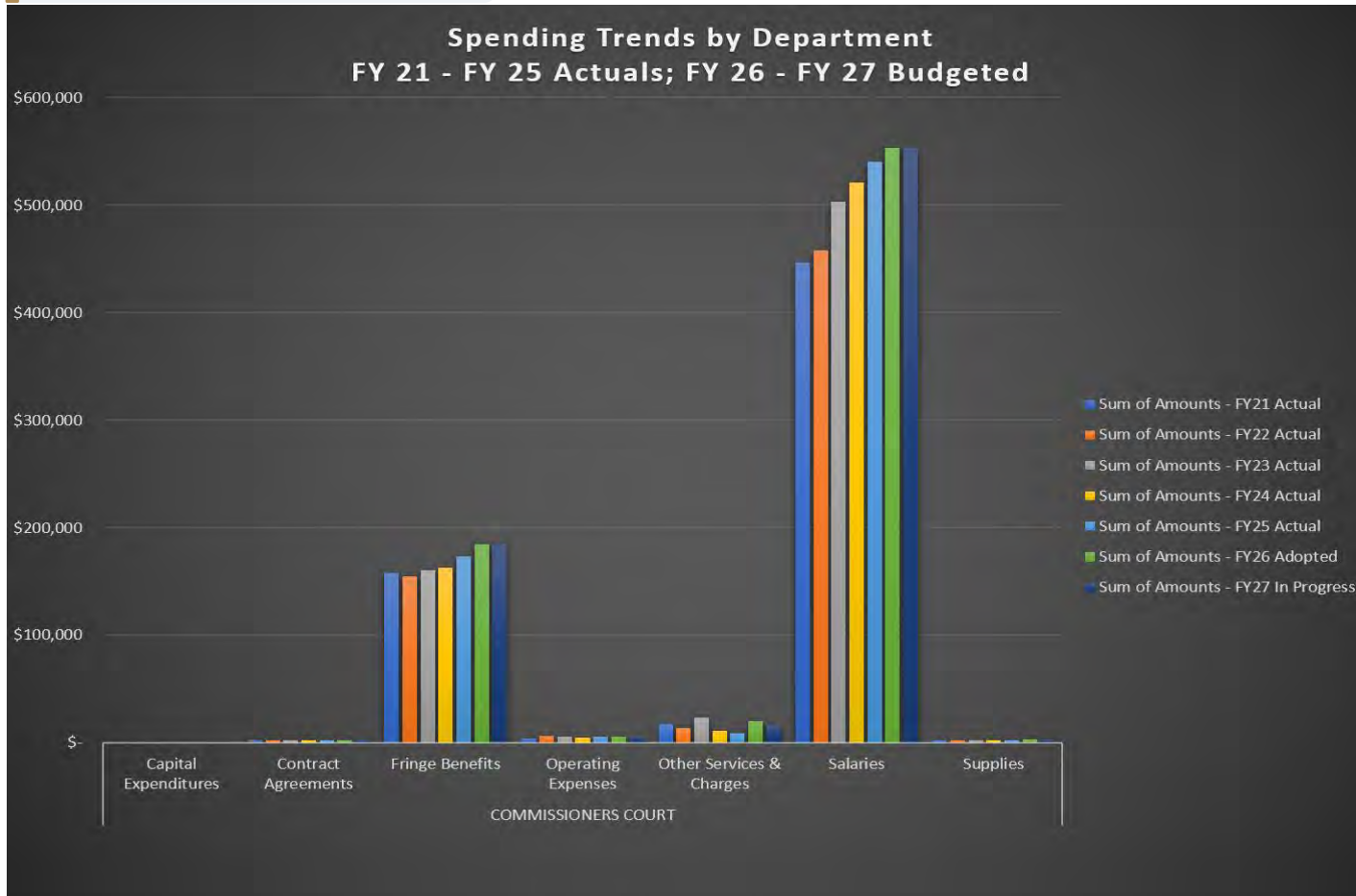


Department / Office Spotlight: Commissioners Court - 401

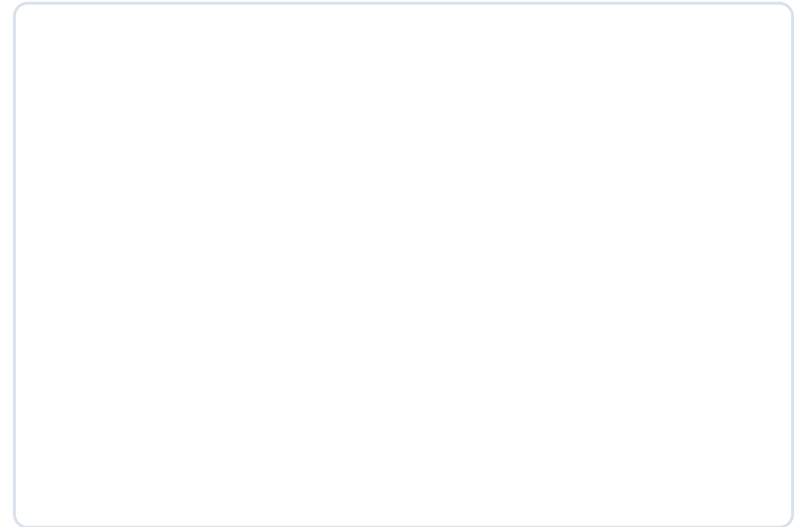
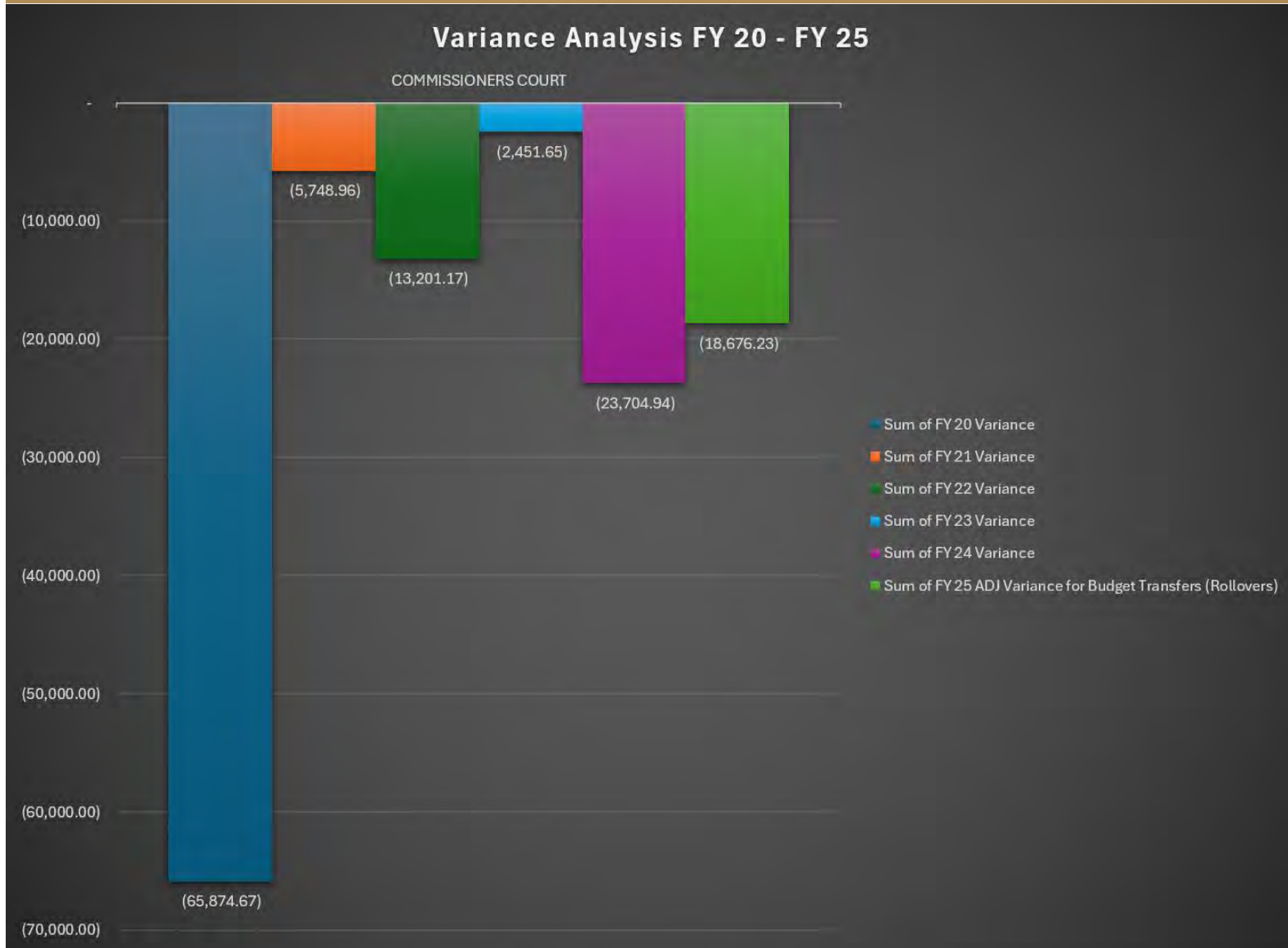
PROPOSED BUDGET

\$765,396

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Commissioners Court - 401

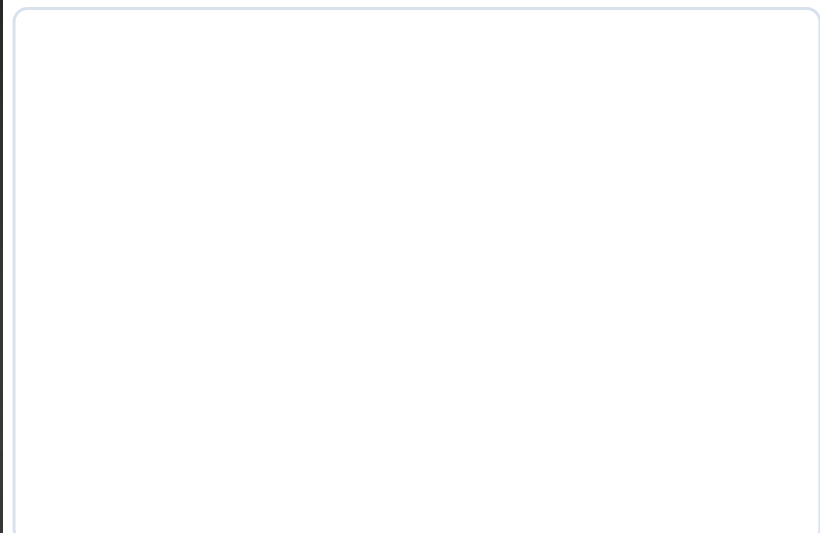
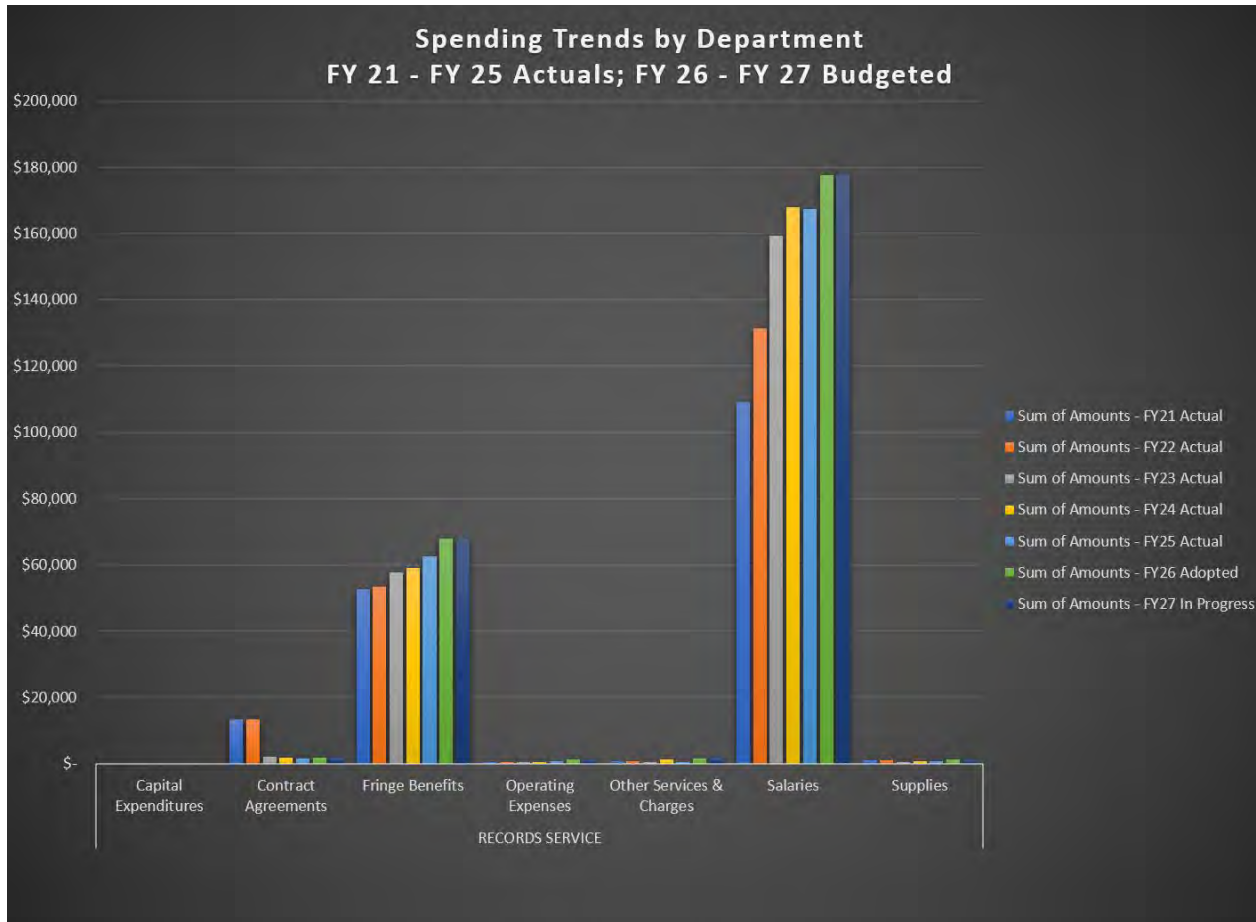


Department / Office Spotlight: Records Service - 402

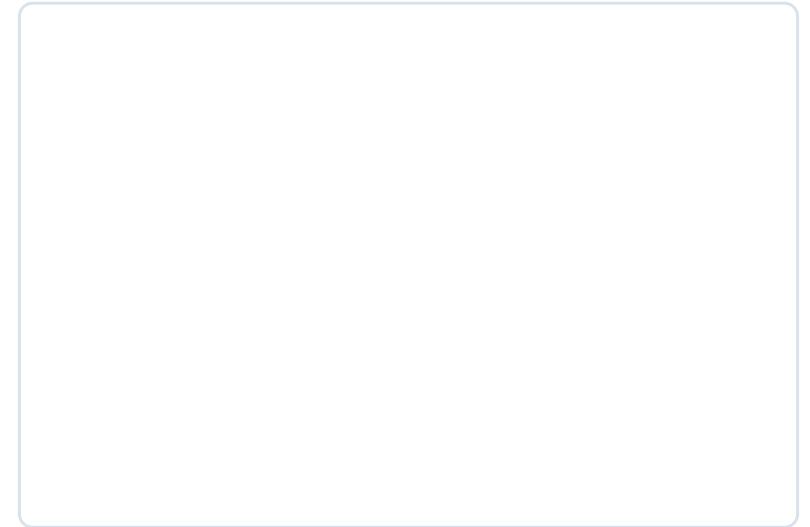
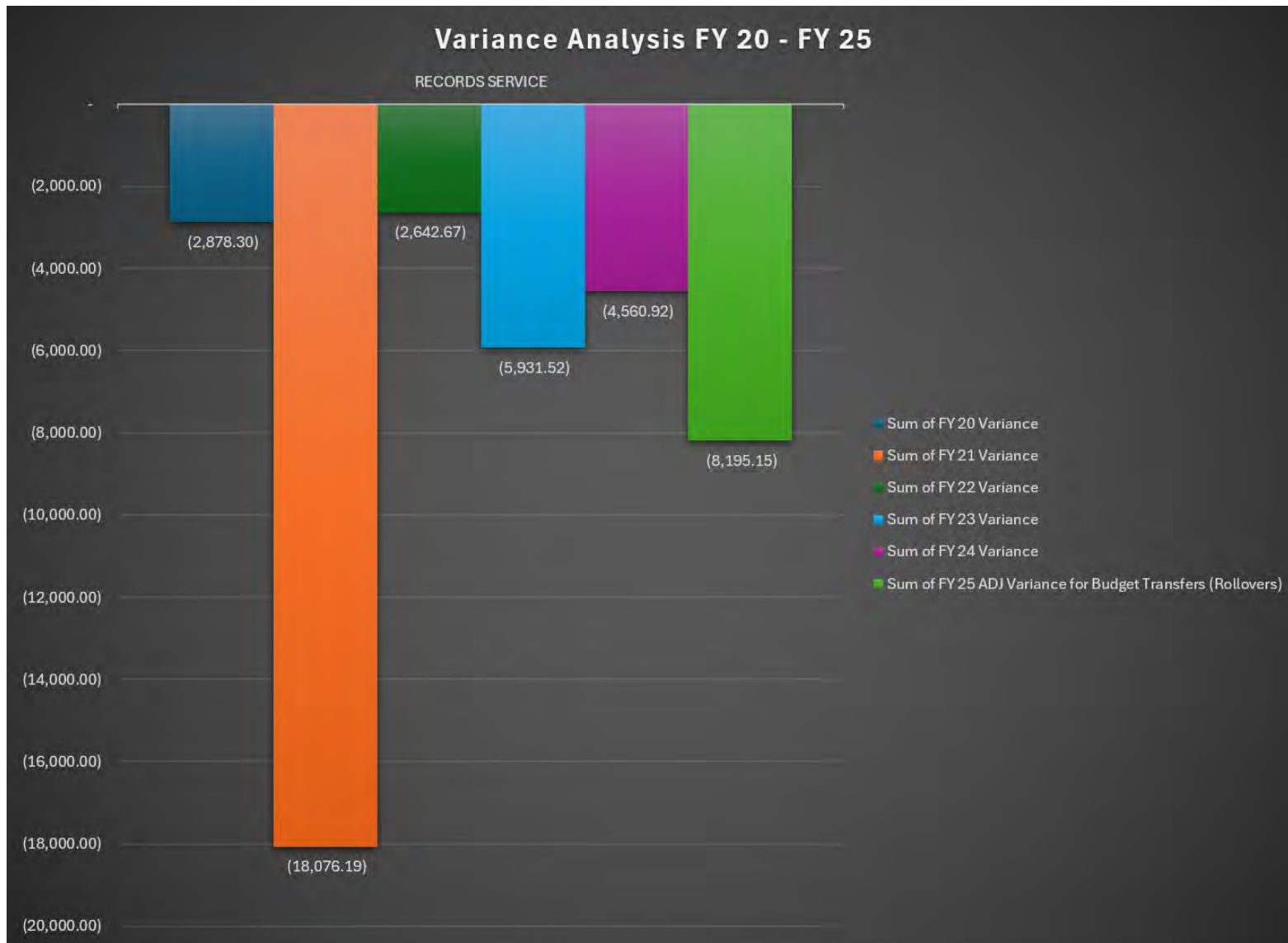
PROPOSED BUDGET

\$251,479

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Records Service - 402

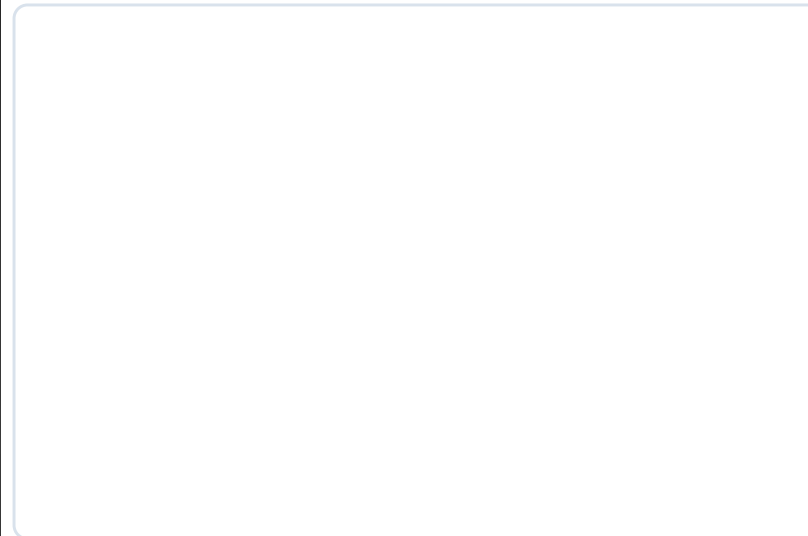
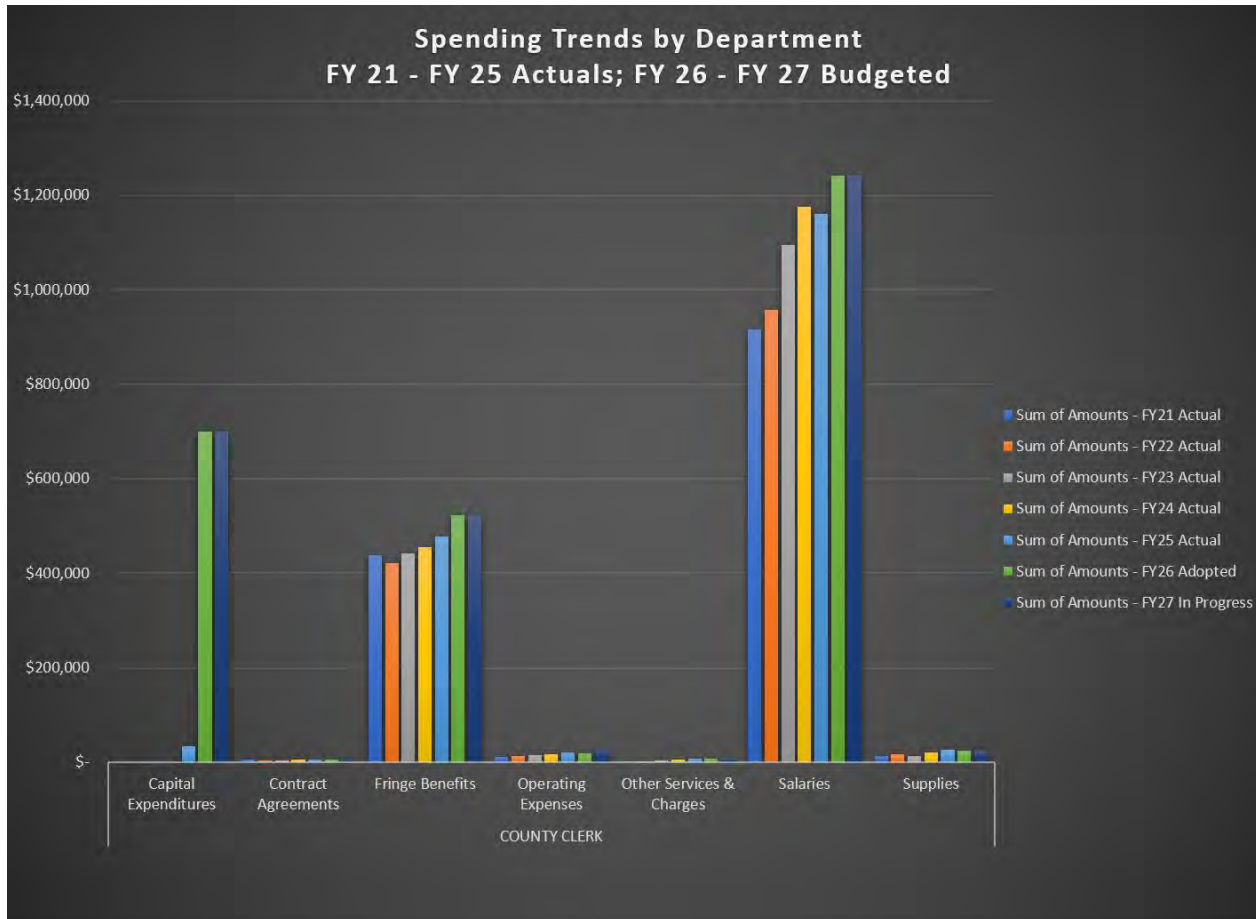


Department / Office Spotlight: County Clerk – 403

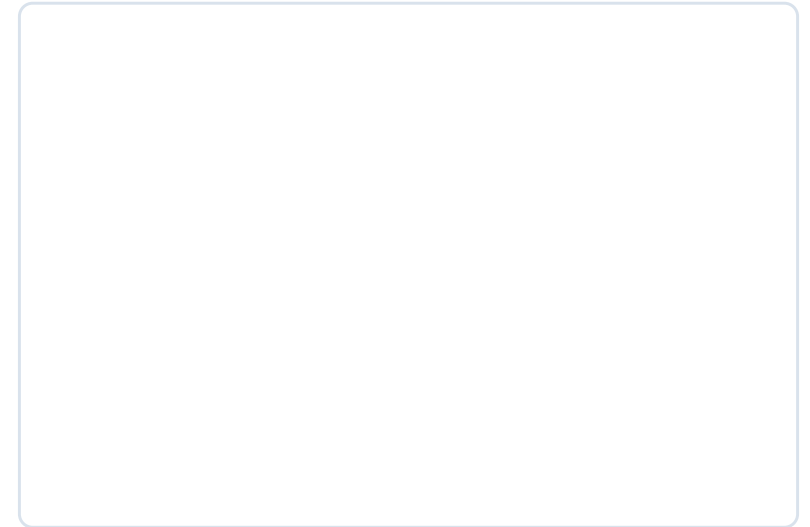
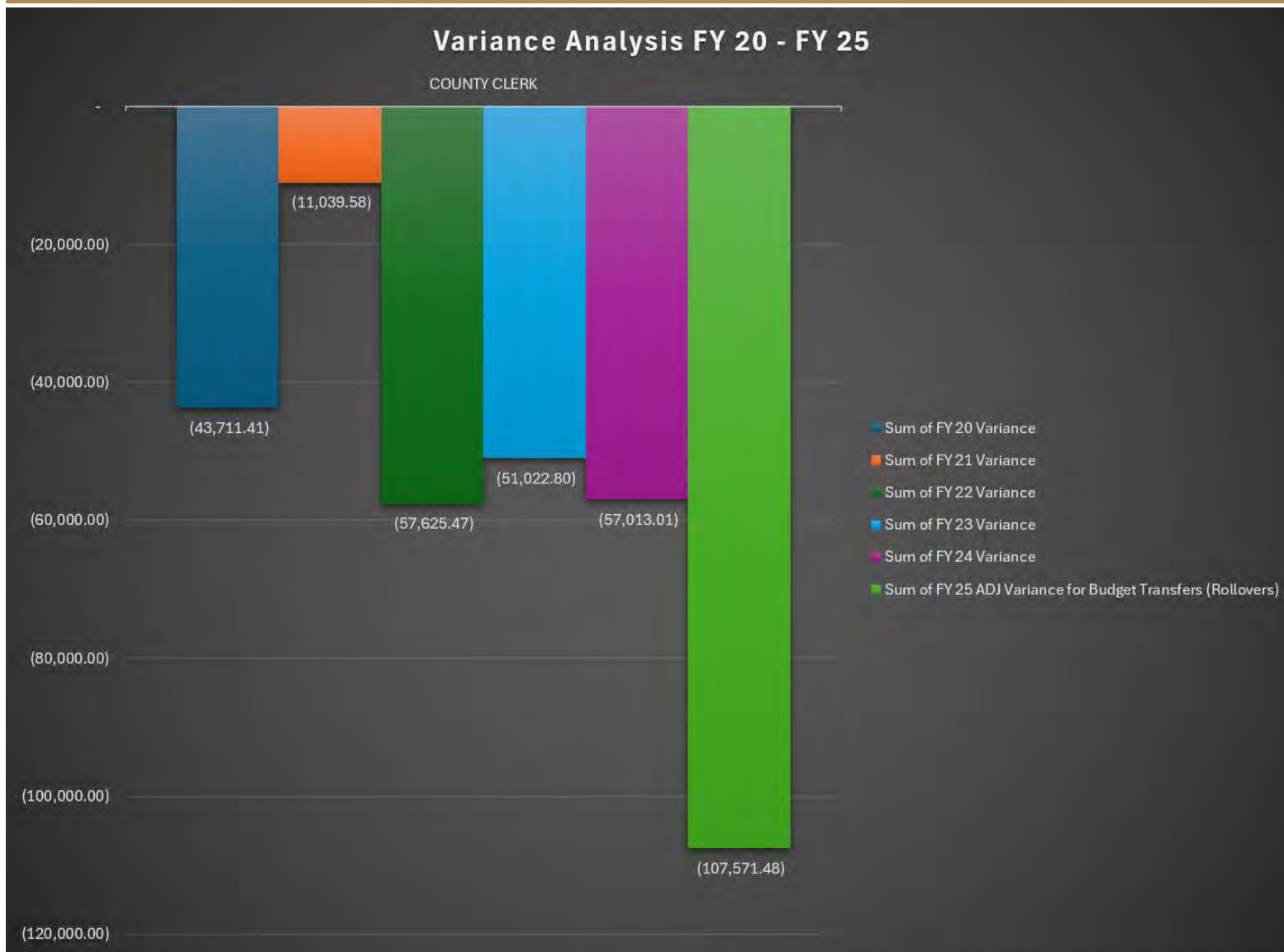
PROPOSED BUDGET

\$2,528,129

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Clerk - 403

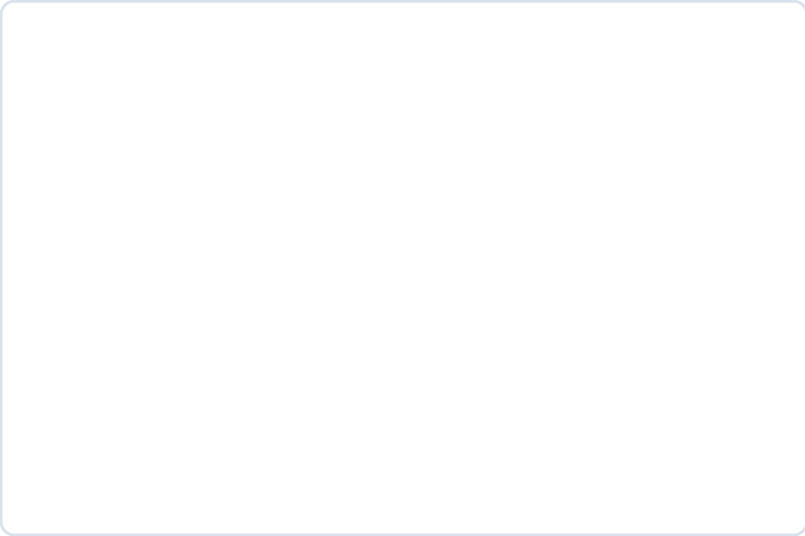
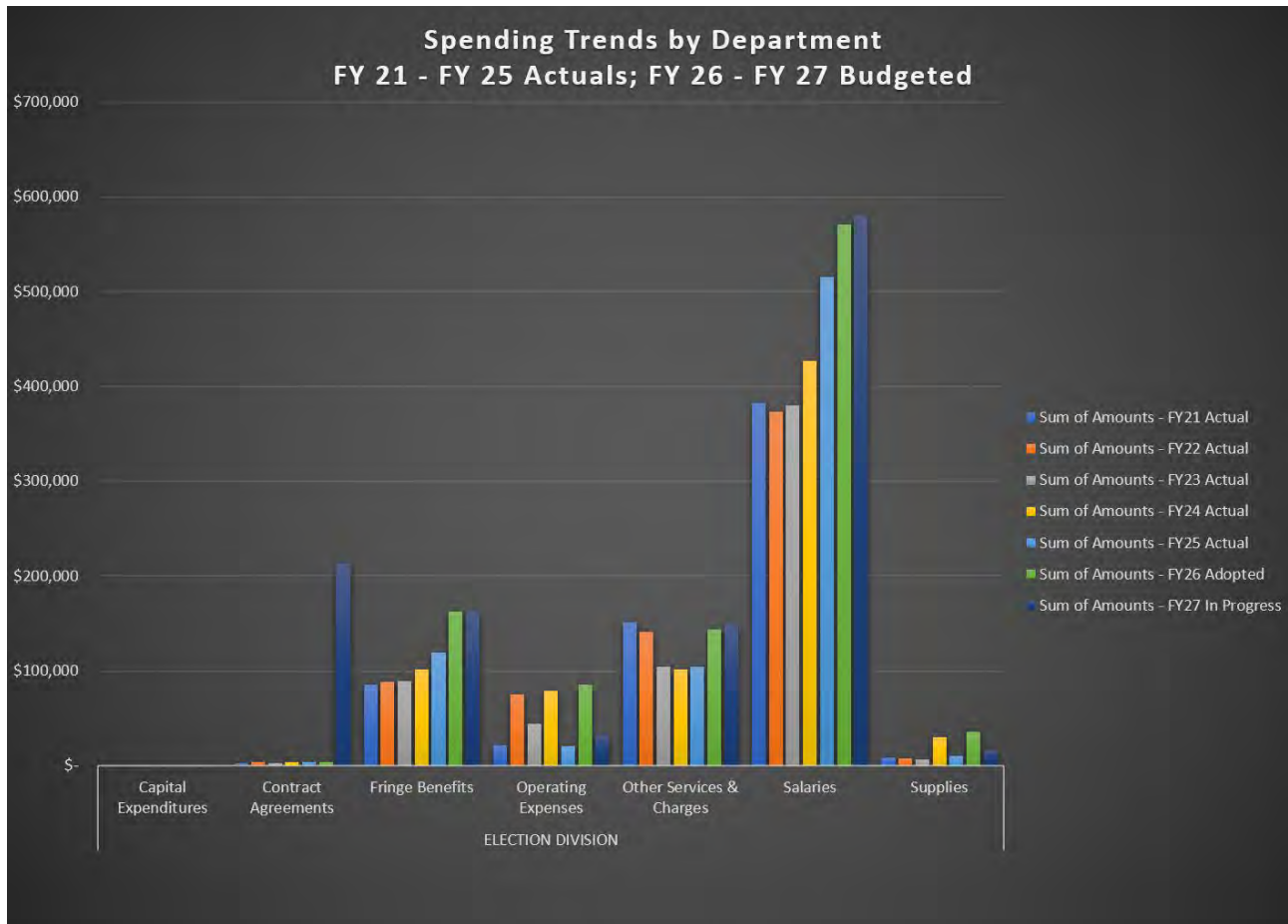


Department / Office Spotlight: Election Division - 404

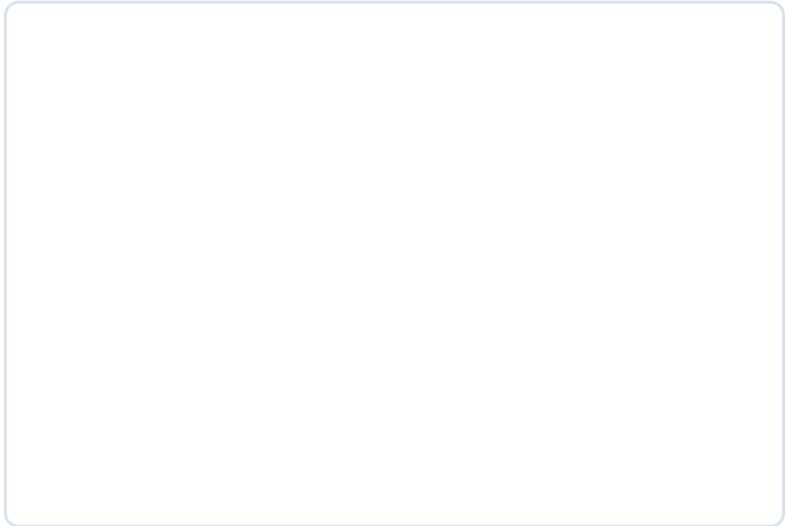
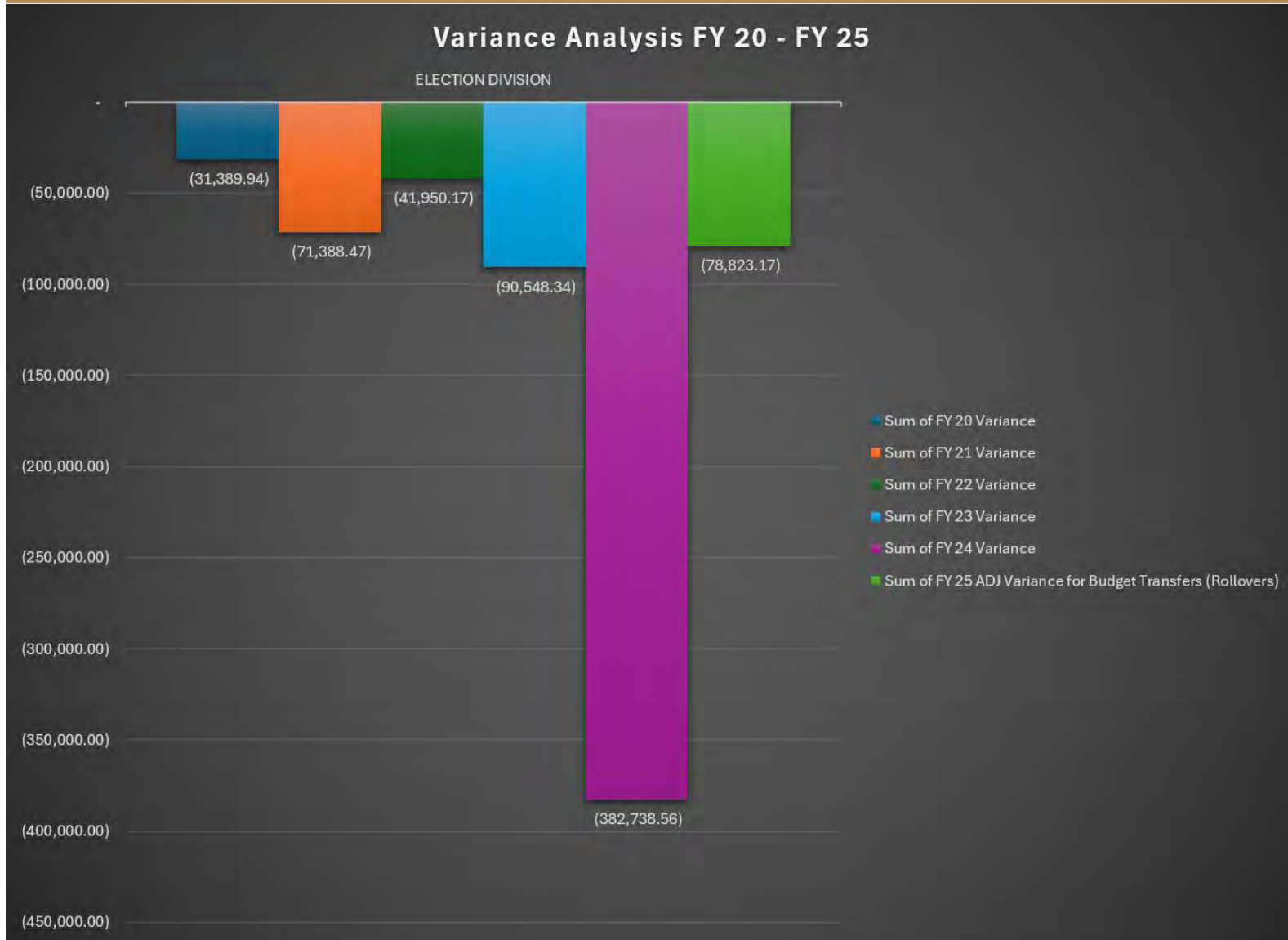
PROPOSED BUDGET

\$1,153,806

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Elections - 404

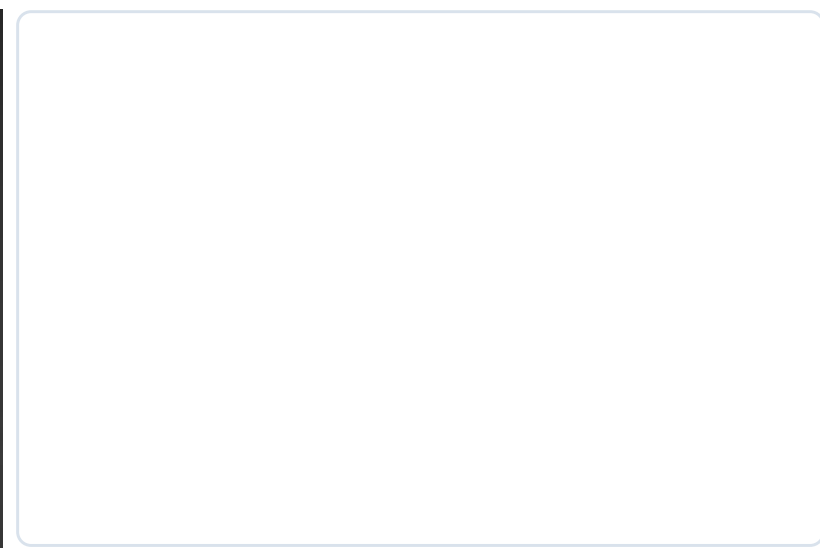
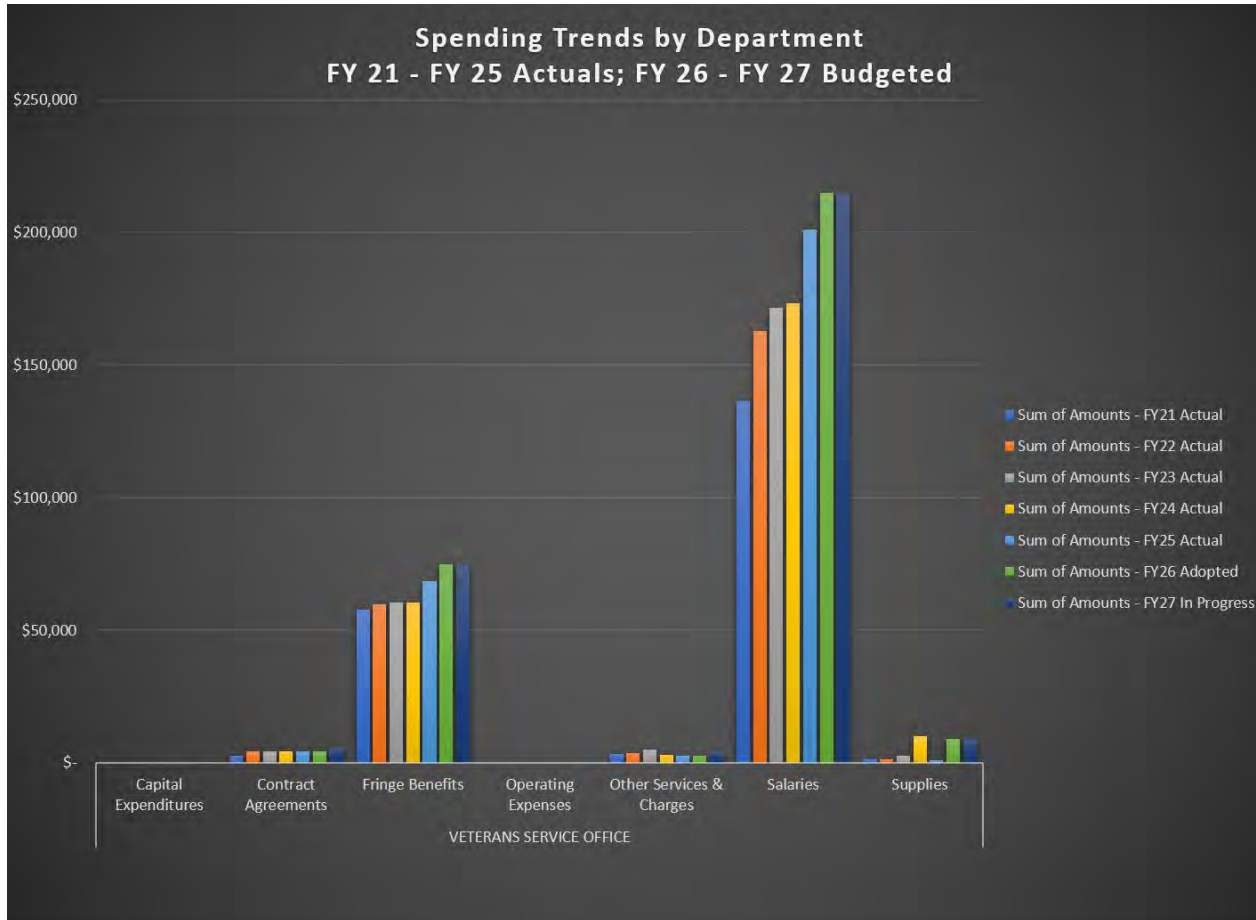


Department / Office Spotlight: Veterans Service Office – 405

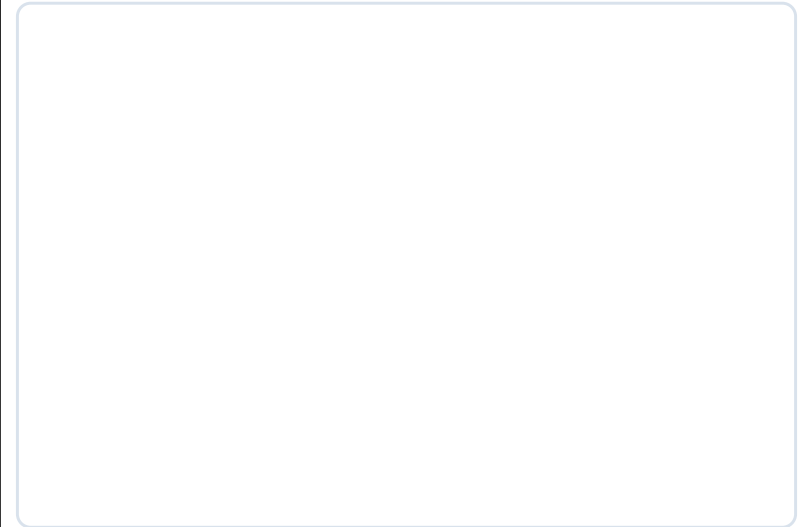
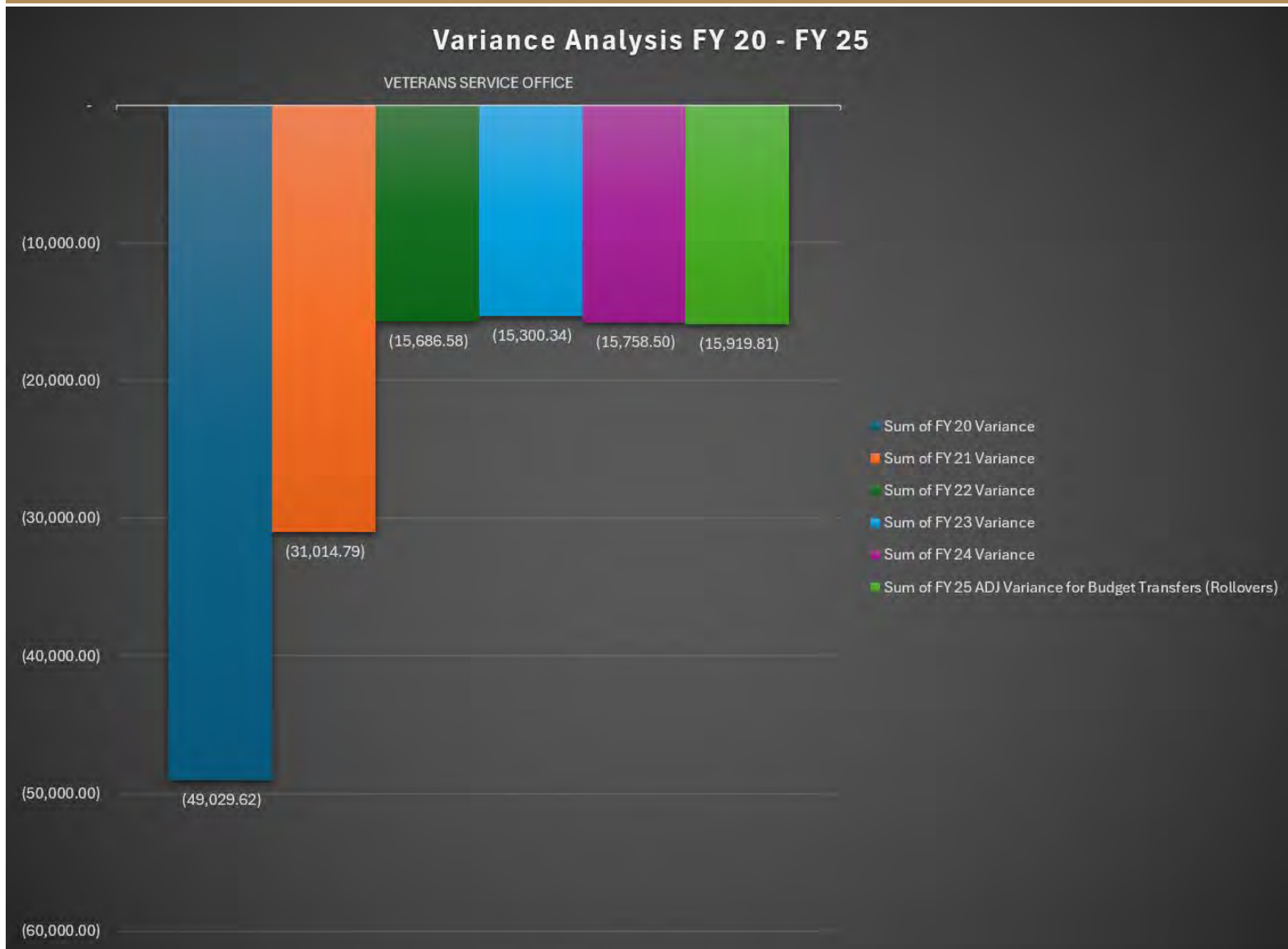
PROPOSED BUDGET

\$310,001

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Veterans Service Office - 405

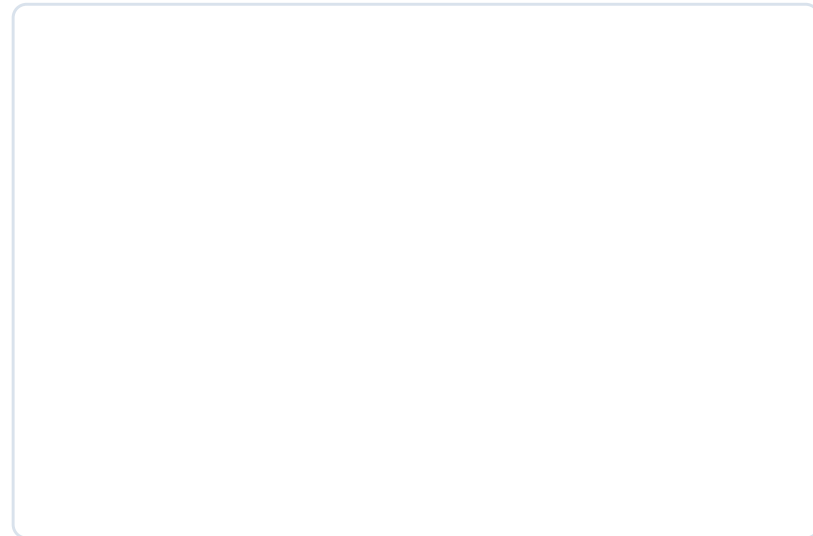
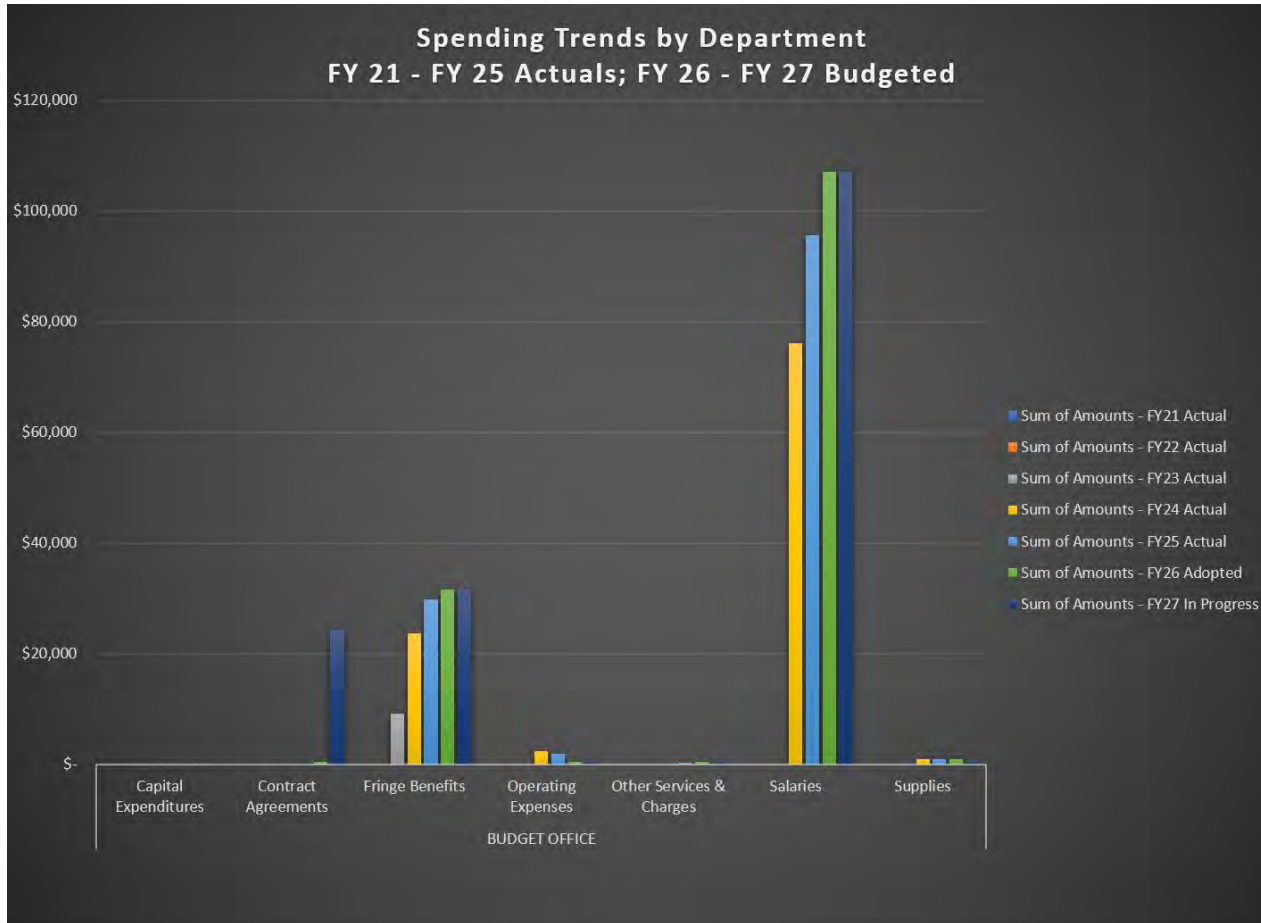


Department / Office Spotlight: Budget Office - 406

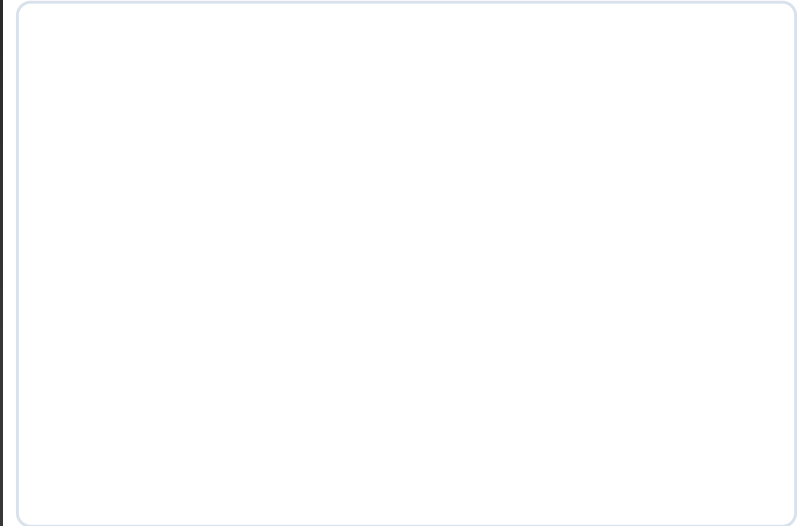
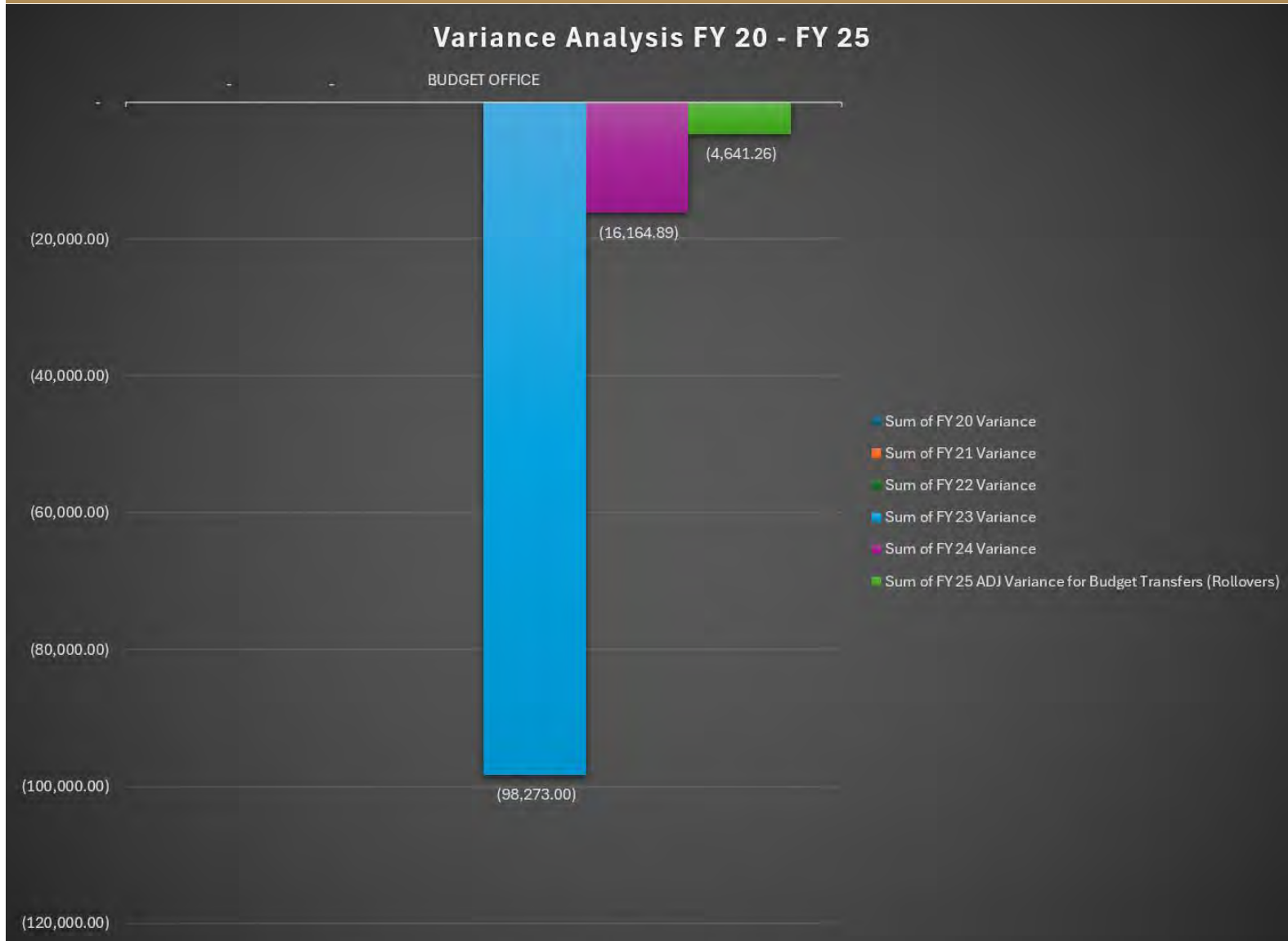
PROPOSED BUDGET

\$164,480

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Budget Office - 406

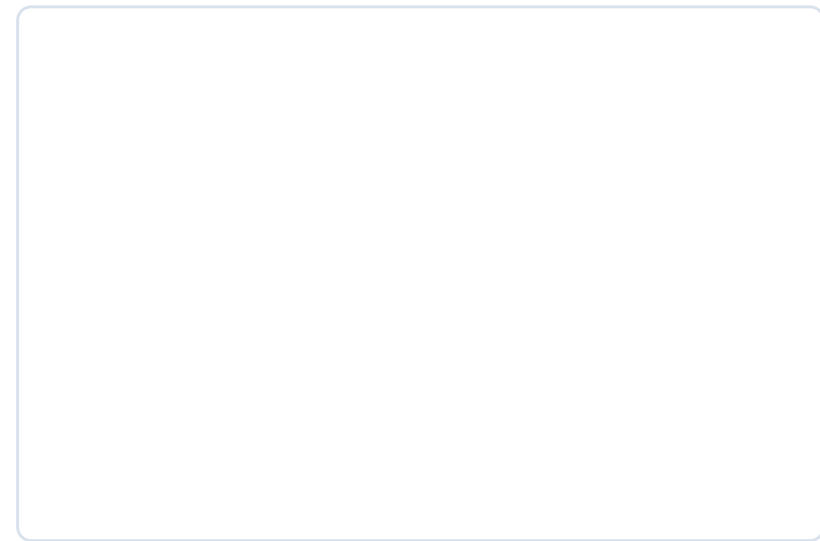
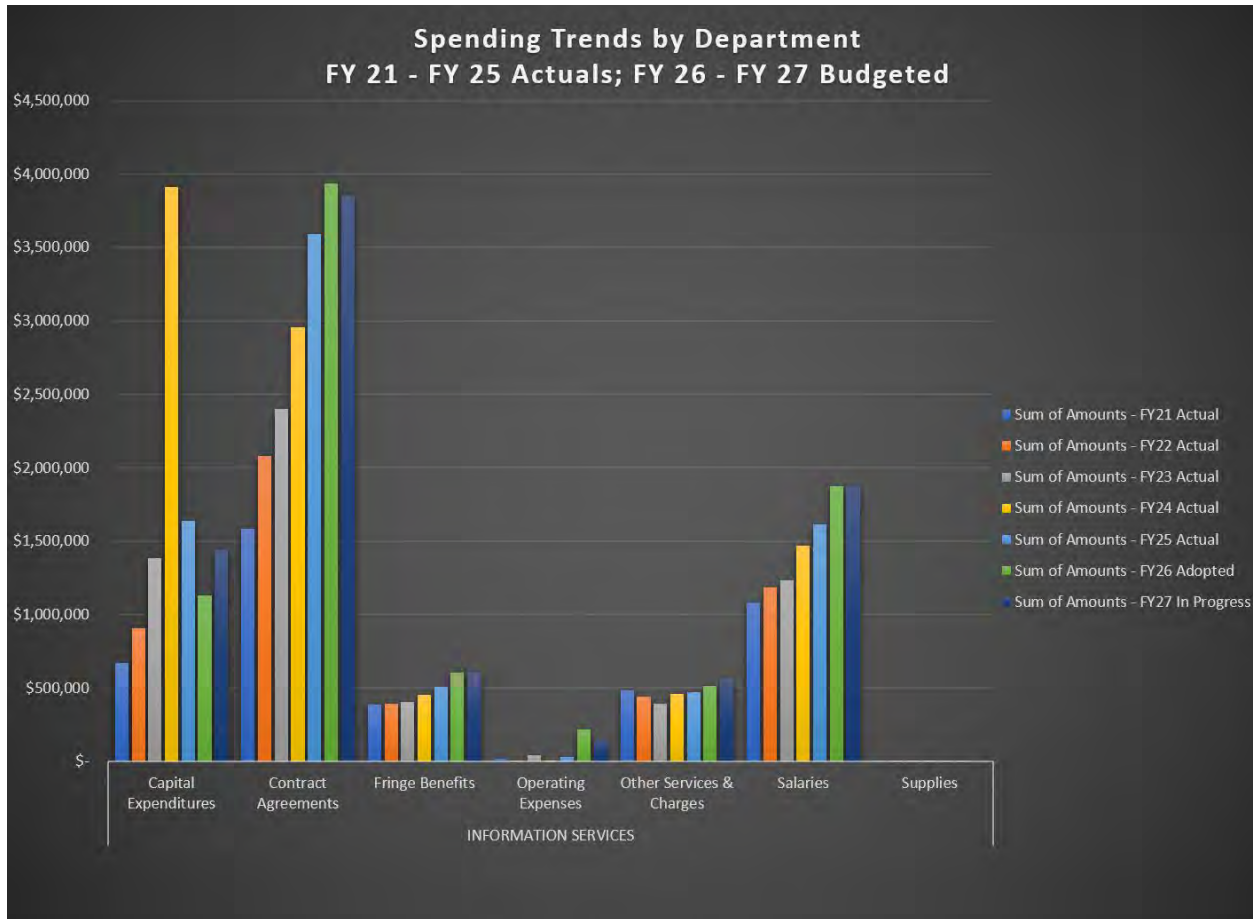


Department / Office Spotlight: Information Services - 407

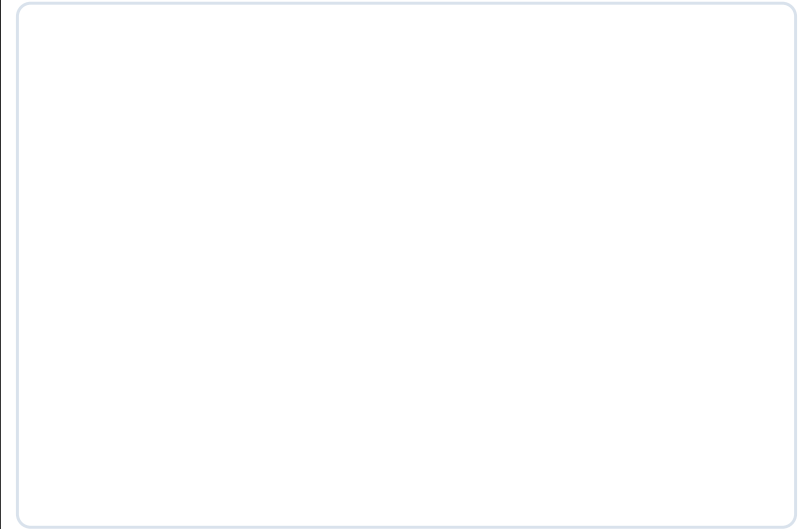
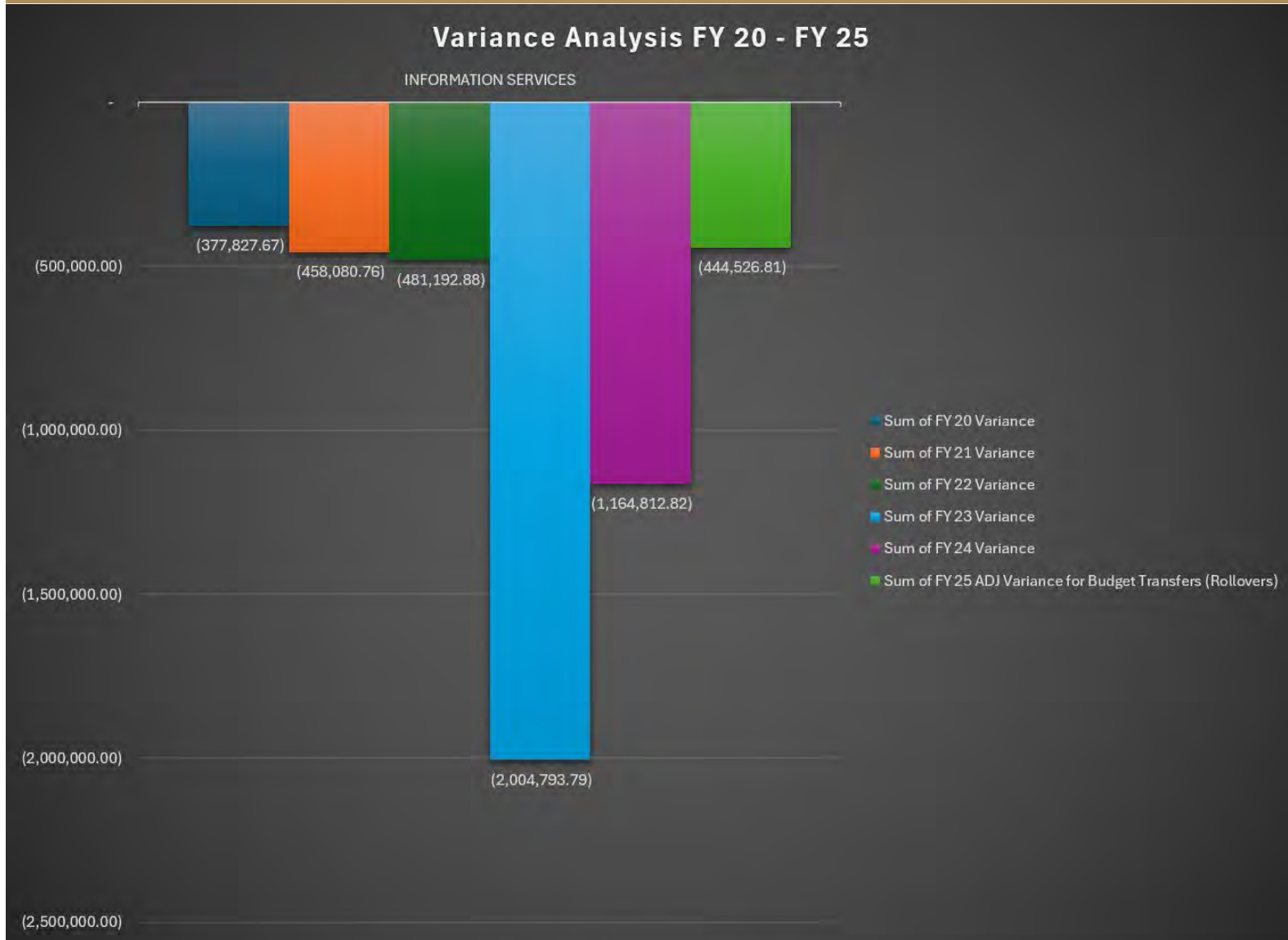
PROPOSED BUDGET

\$8,478,397.67

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Information Services - 407

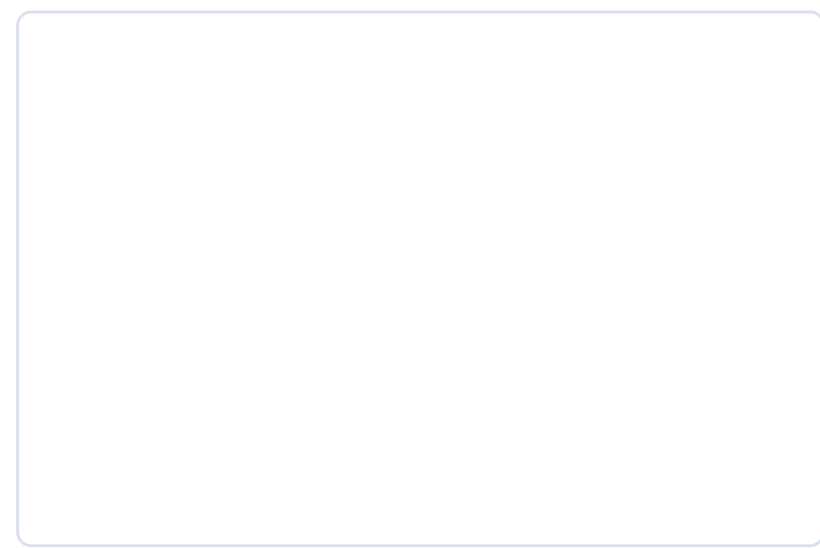
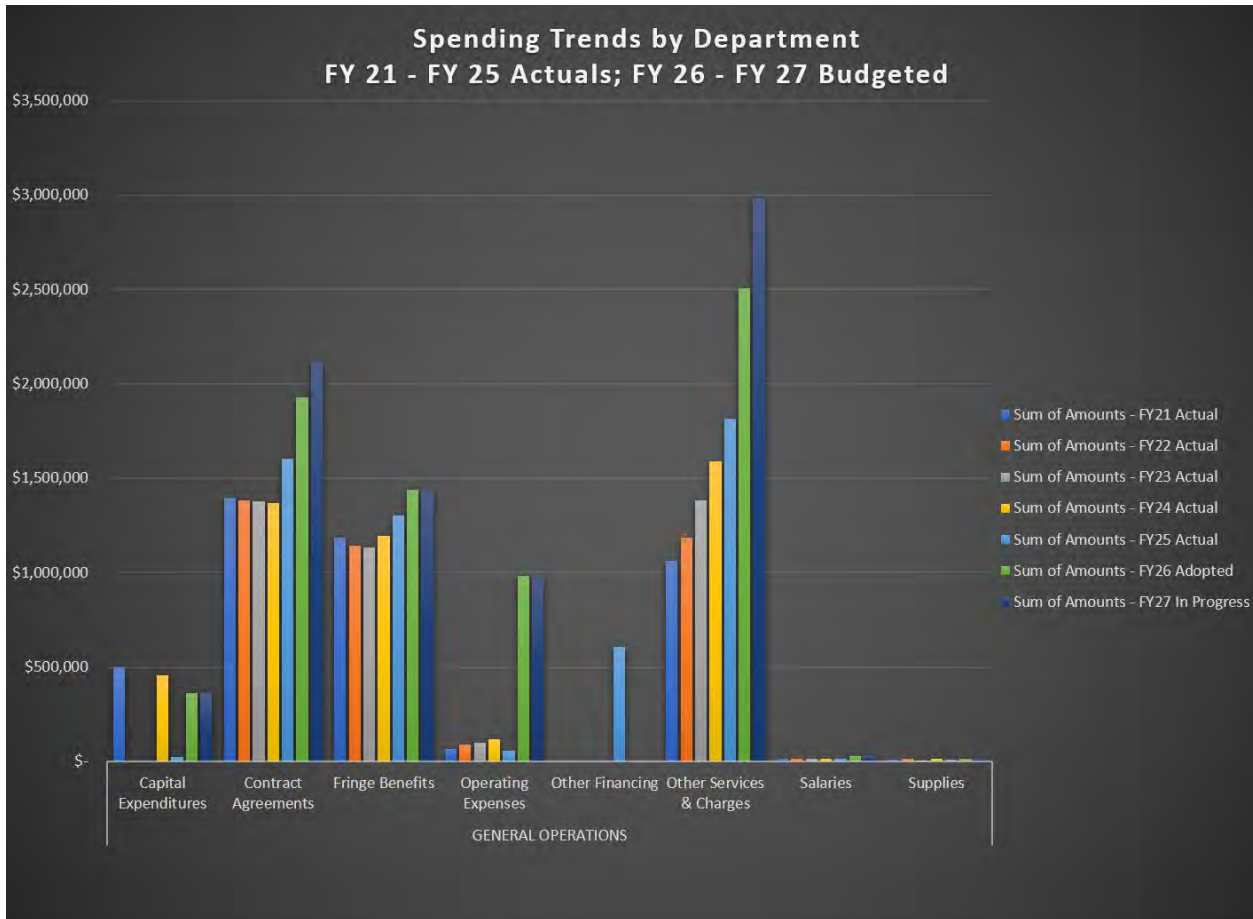


Department / Office Spotlight: General Operations - 409

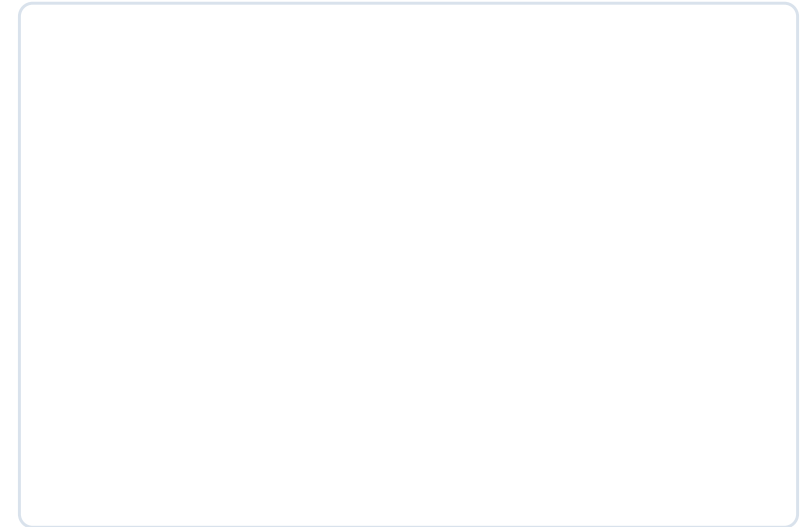
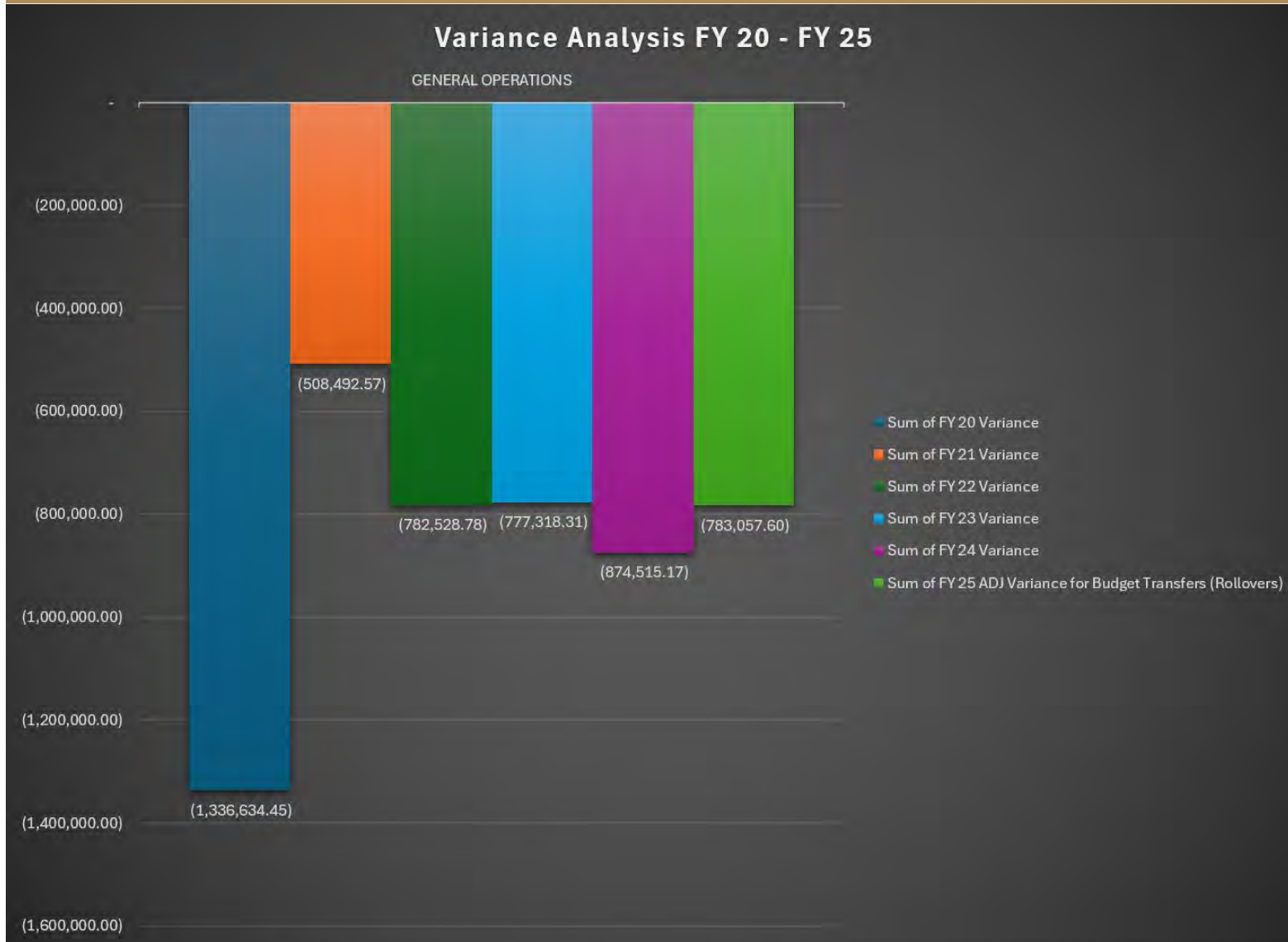
PROPOSED BUDGET

\$7,925,854

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: General Operations - 409

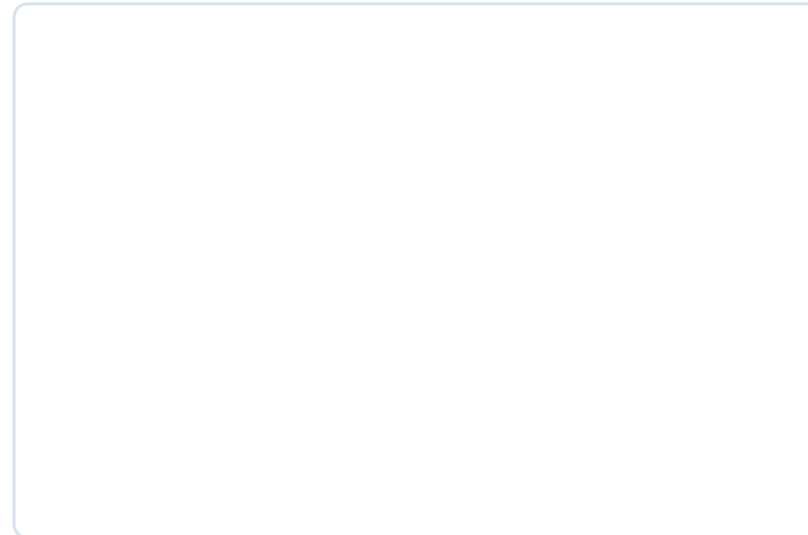
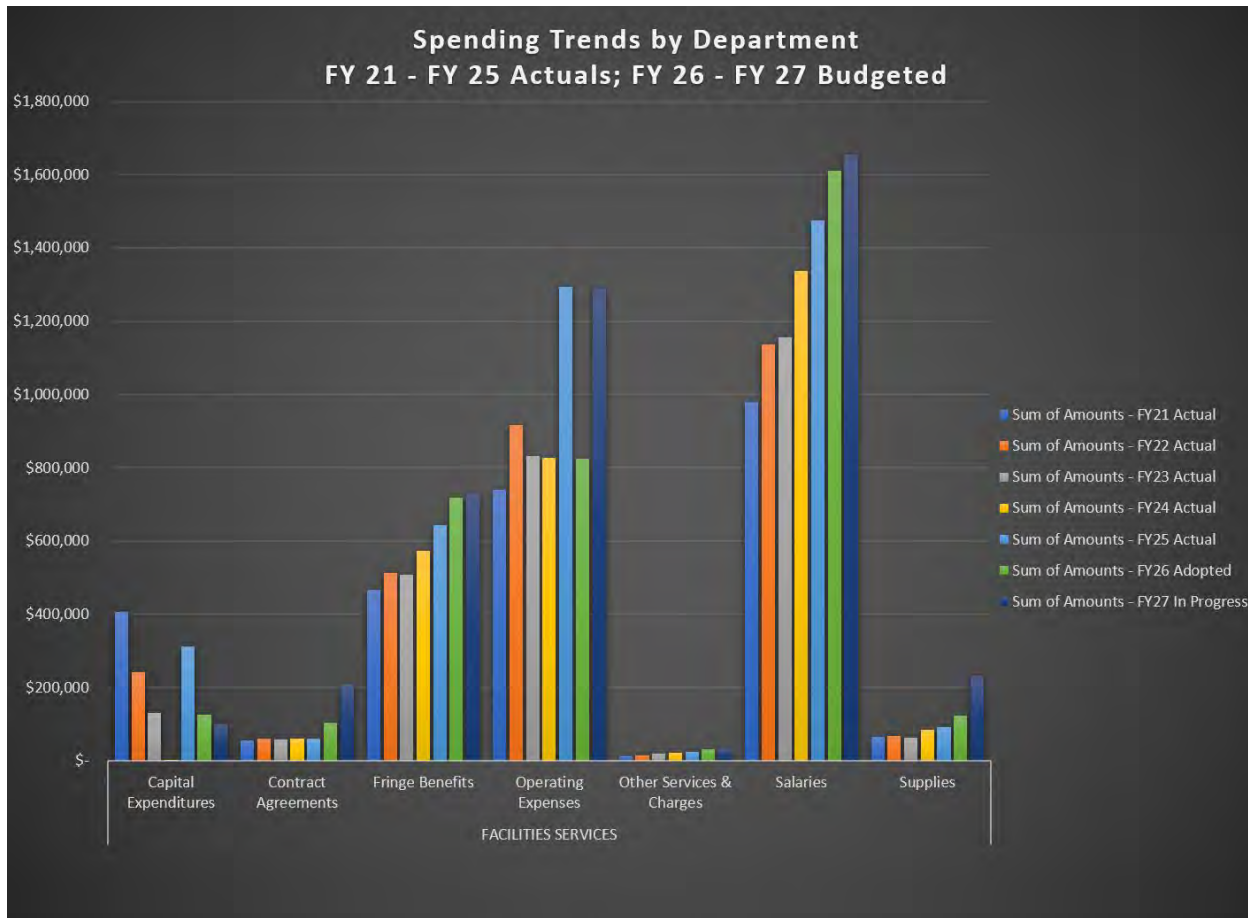


Department / Office Spotlight: Facilities Services - 410

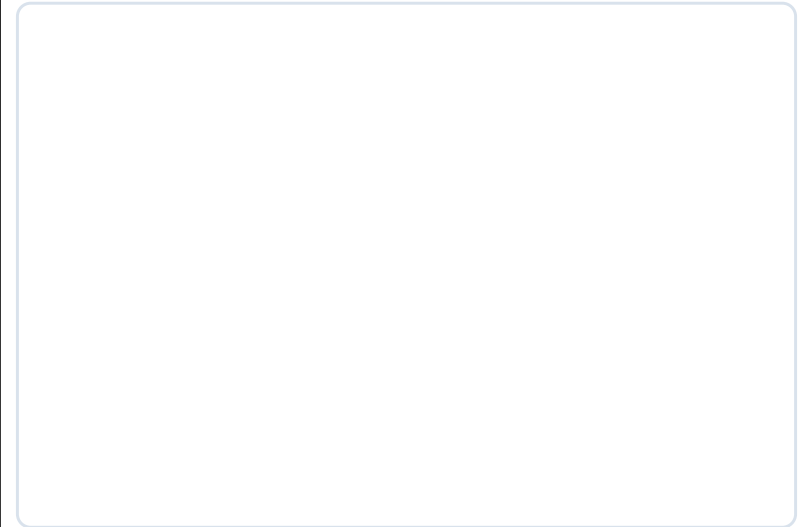
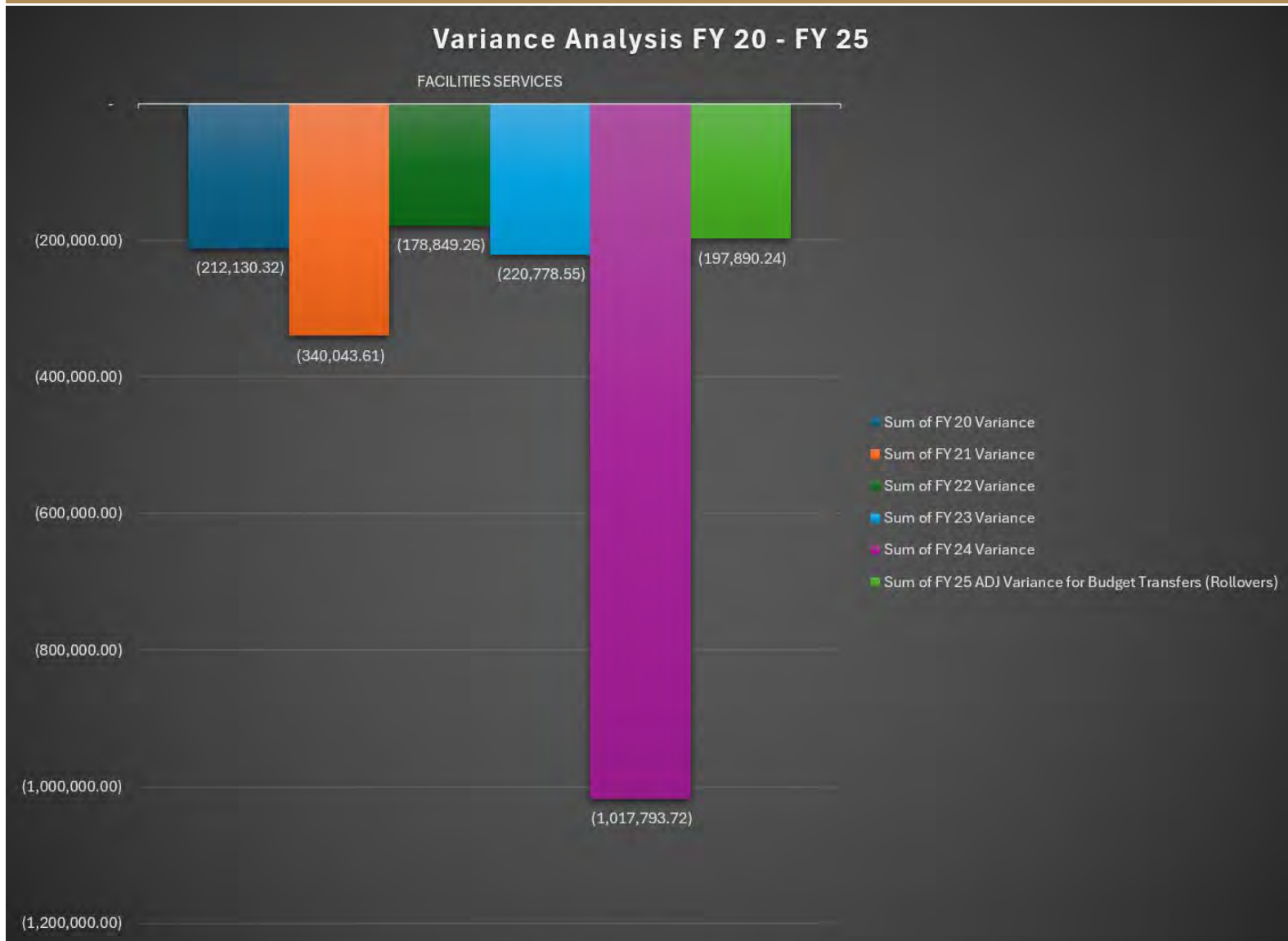
PROPOSED BUDGET

\$4,242,924.53

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Facilities Services - 410

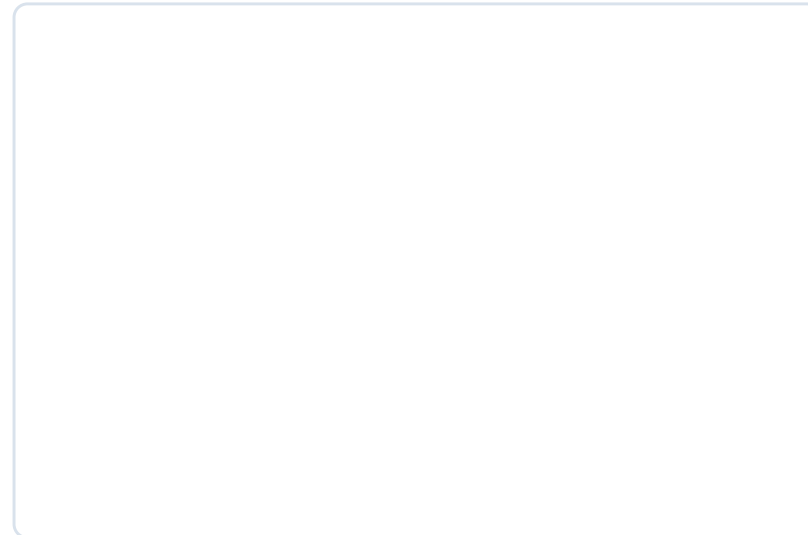
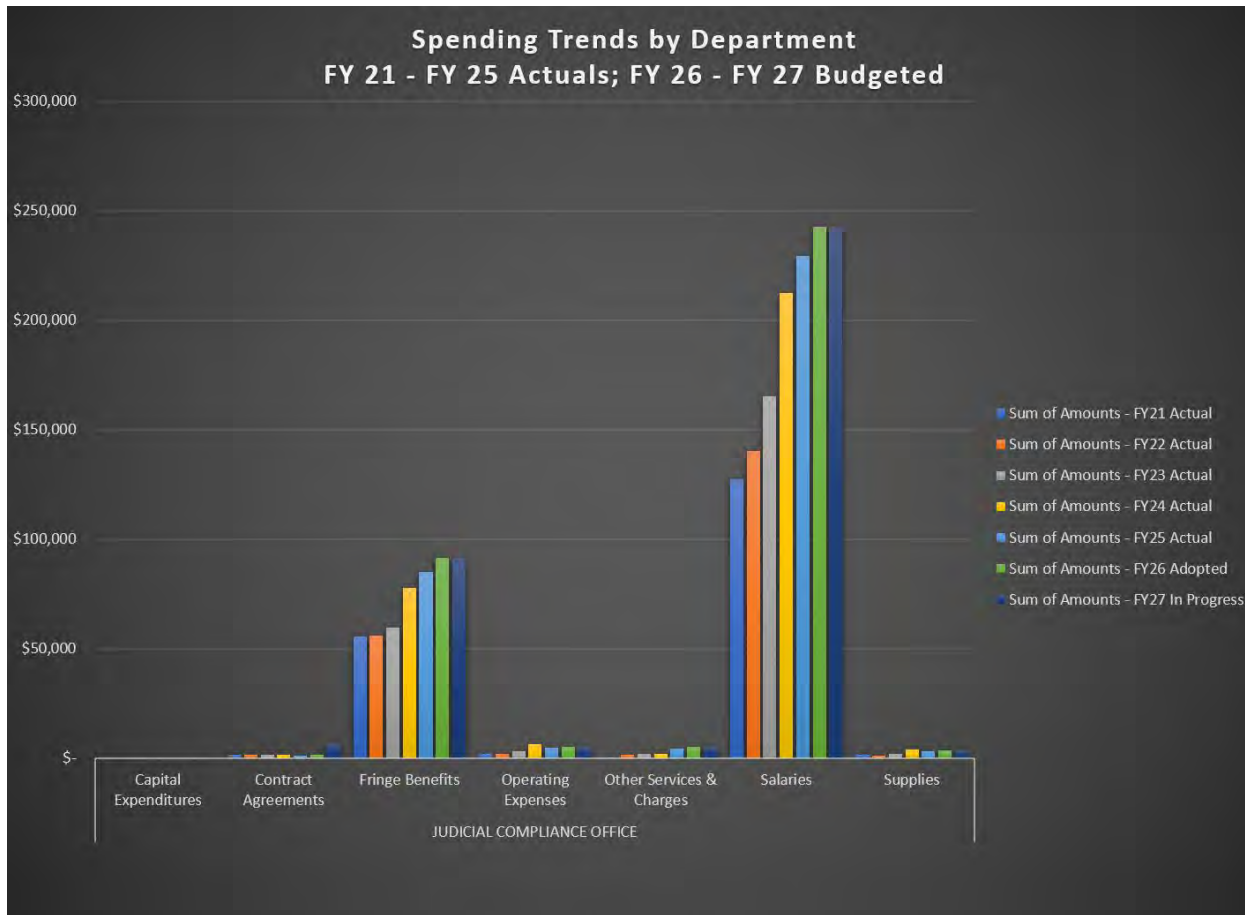


Department / Office Spotlight: Judicial Compliance Office - 411

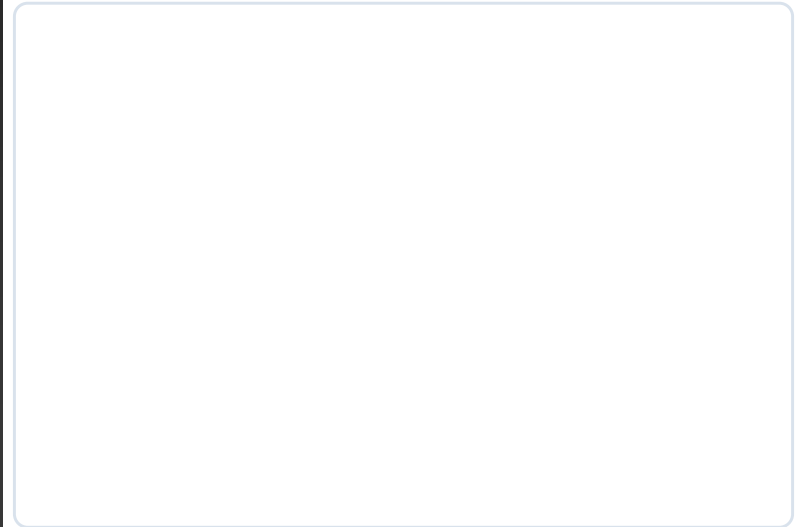
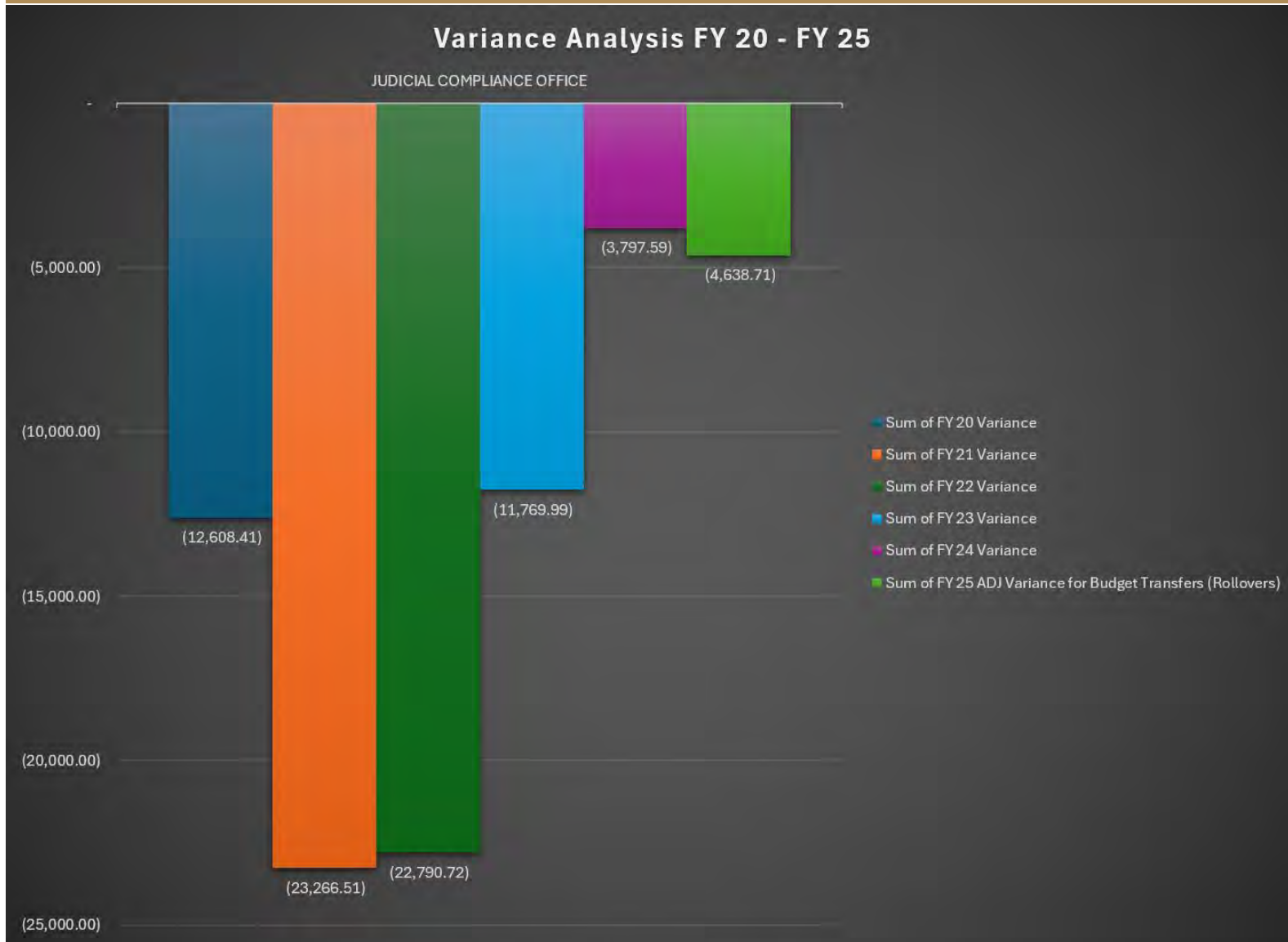
PROPOSED BUDGET

\$354,242

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Judicial Compliance Office - 411

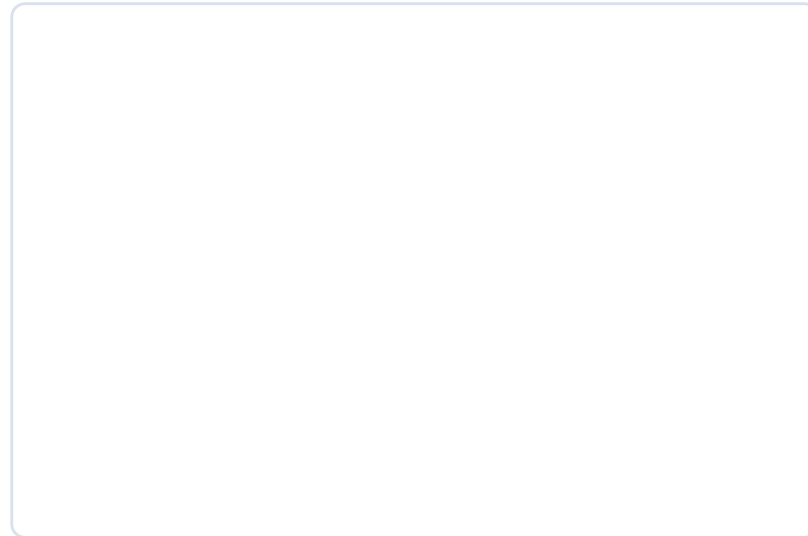
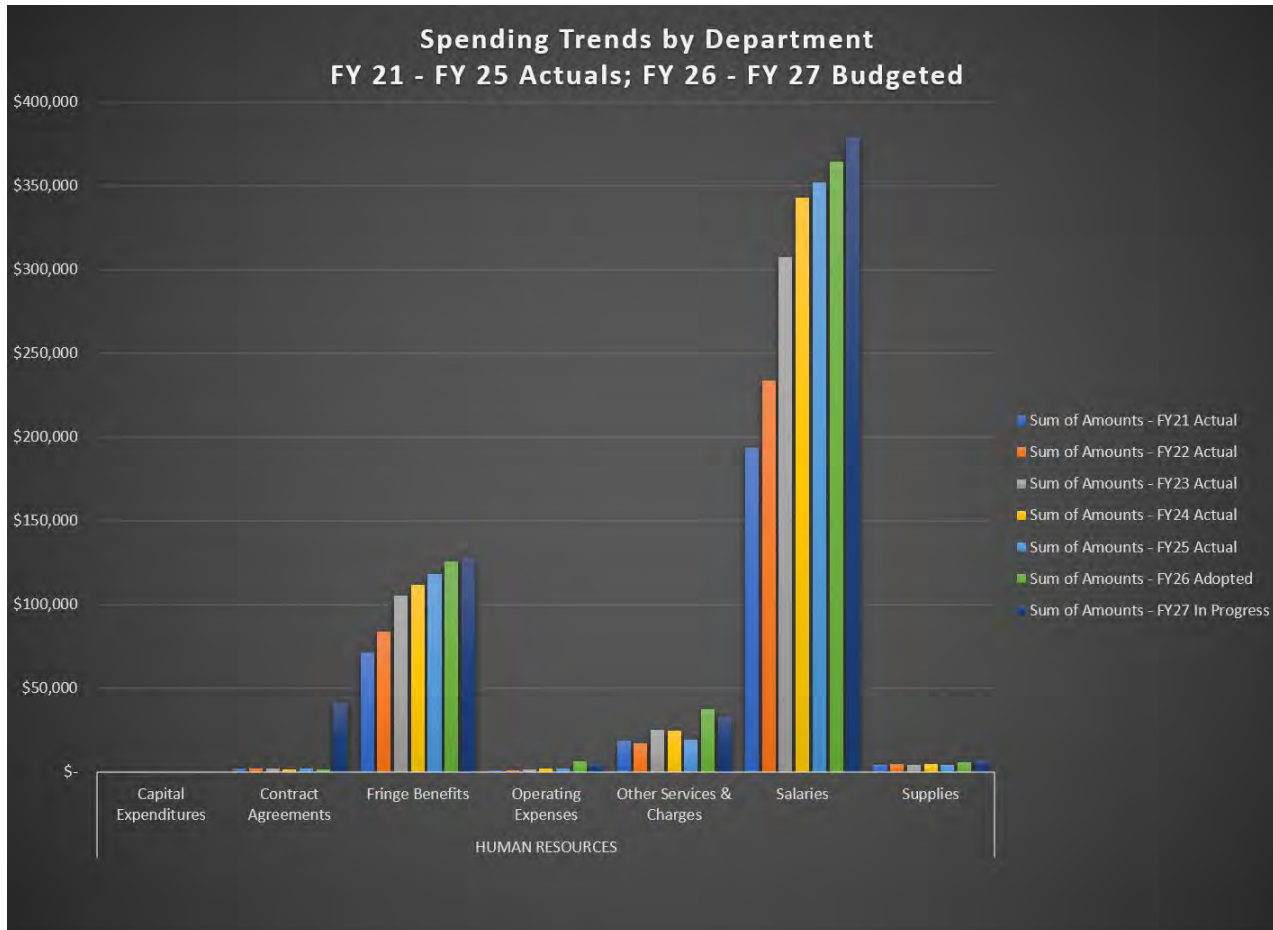


Department / Office Spotlight: Human Resources - 420

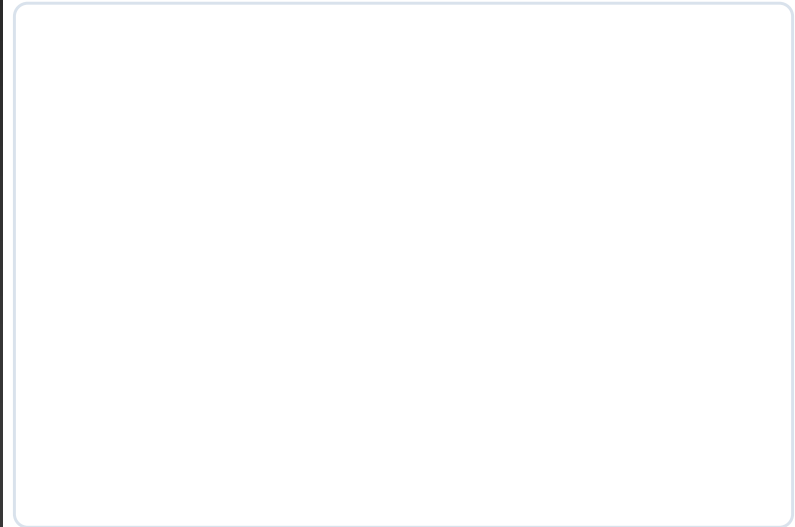
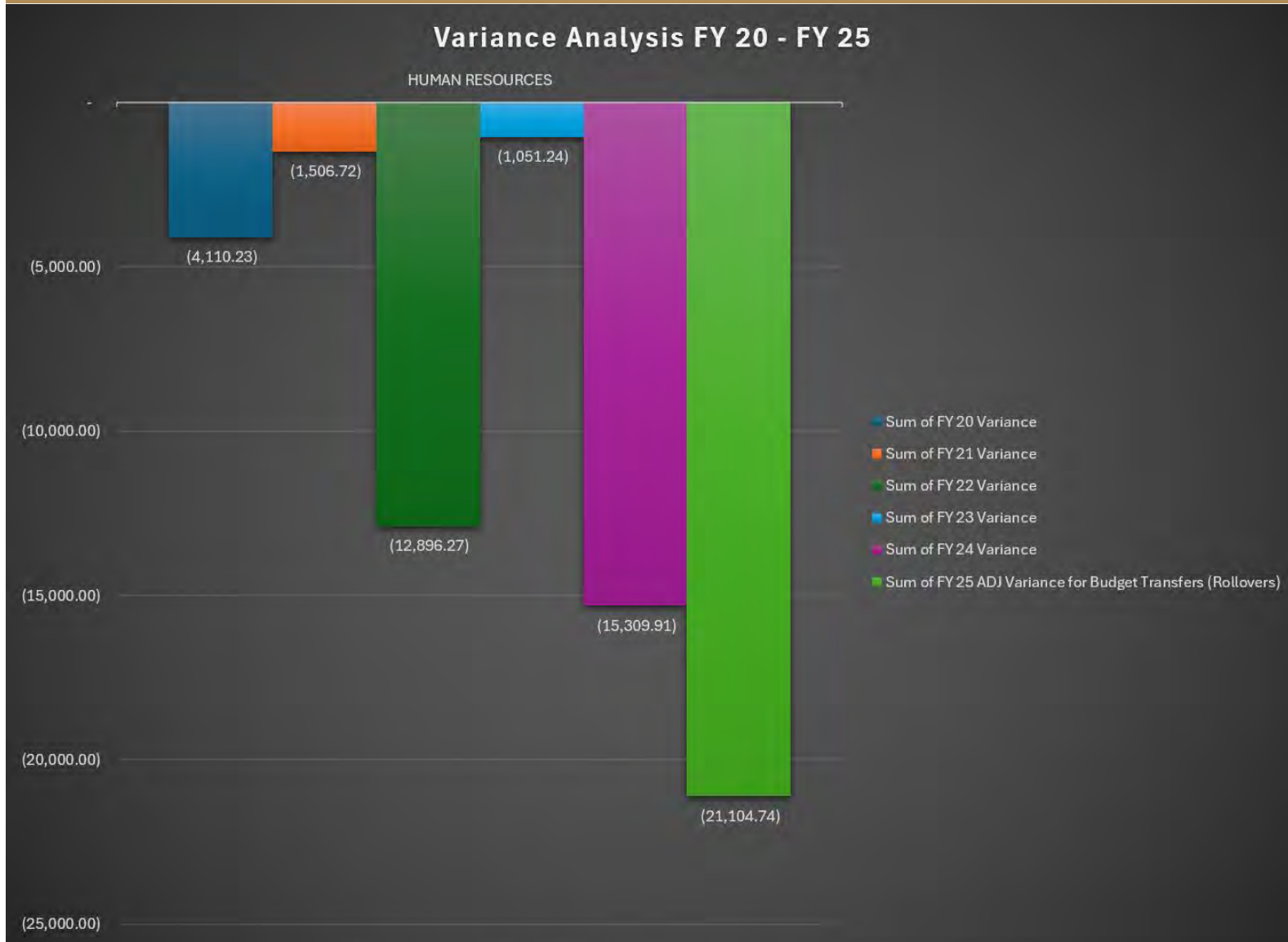
PROPOSED BUDGET

\$593,643

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Human Resources - 420

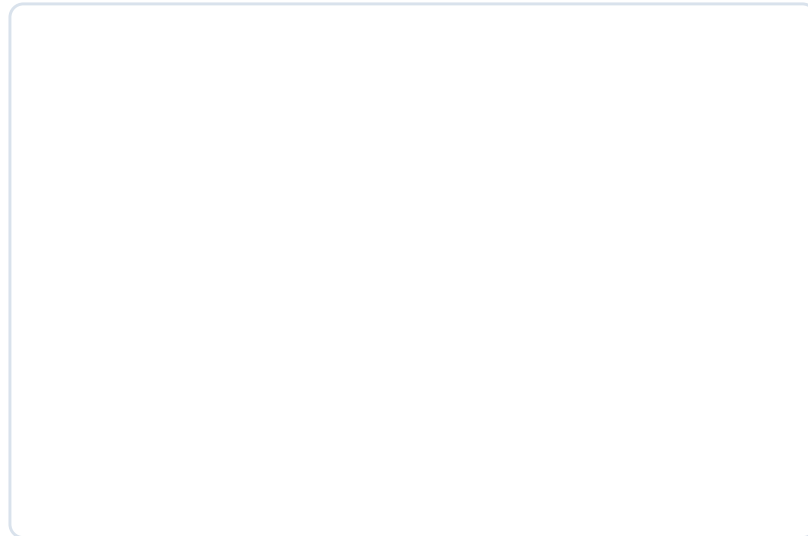
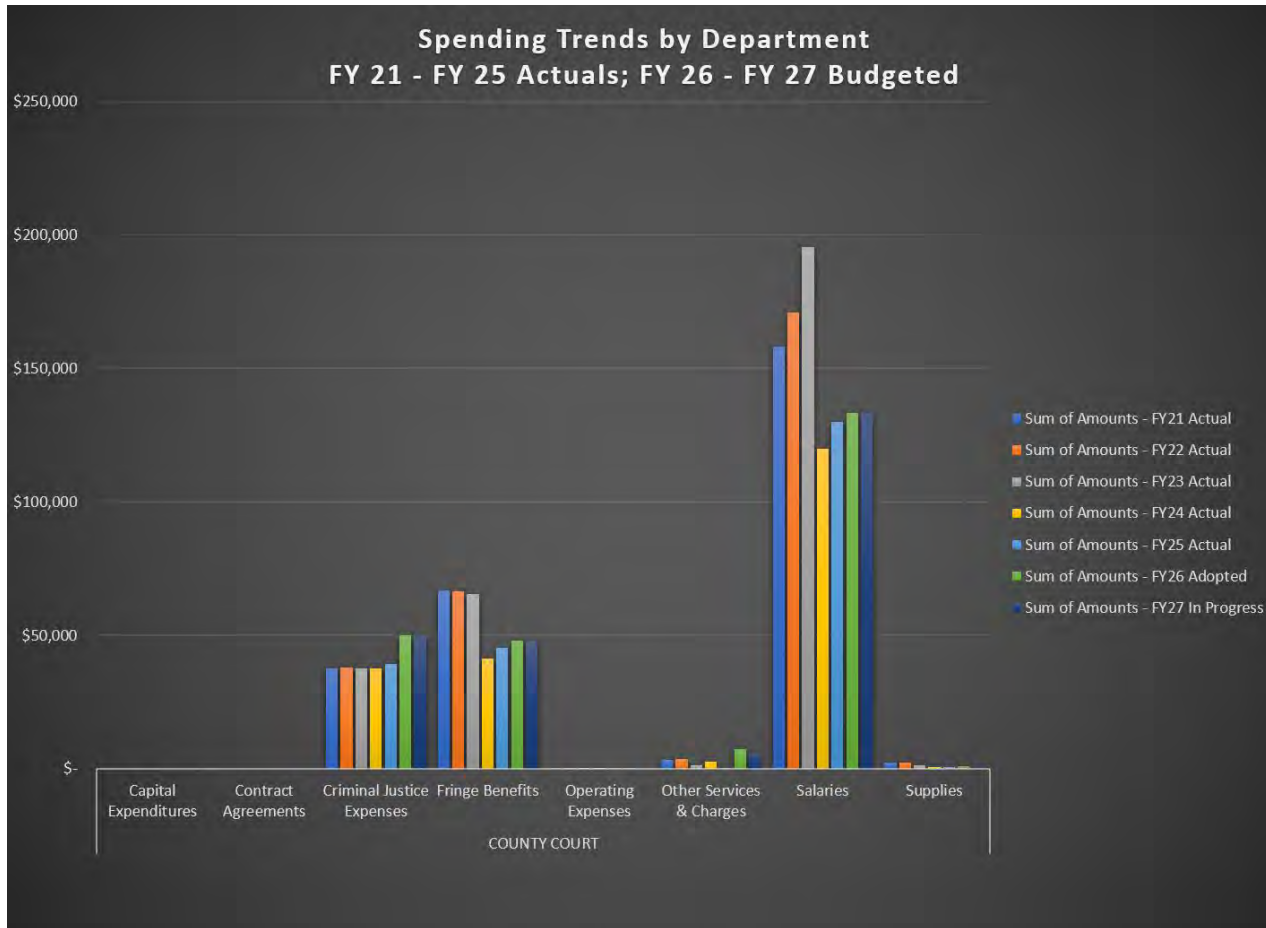


Department / Office Spotlight: County Court - 426

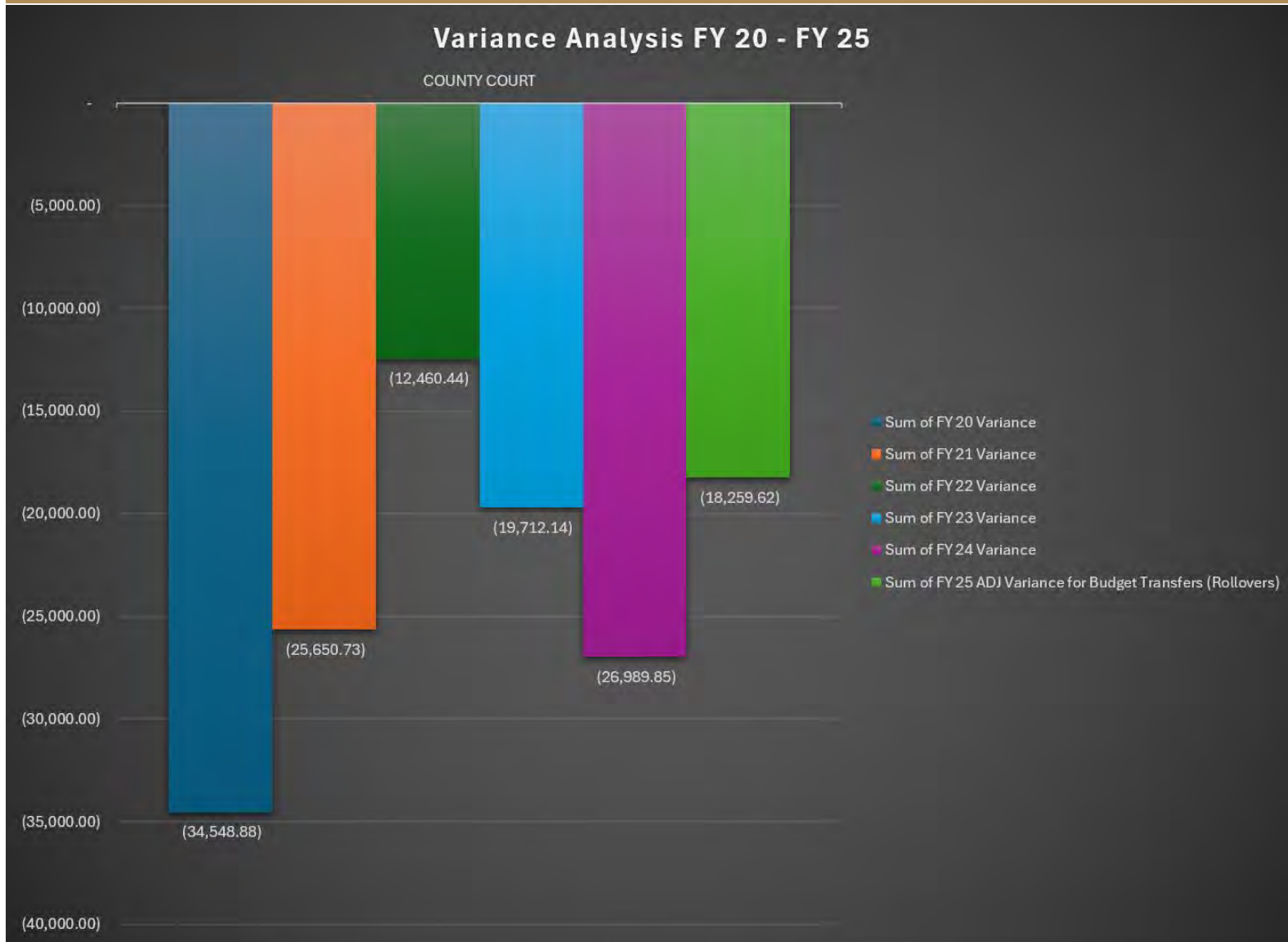
PROPOSED BUDGET

\$238,354

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Court - 426

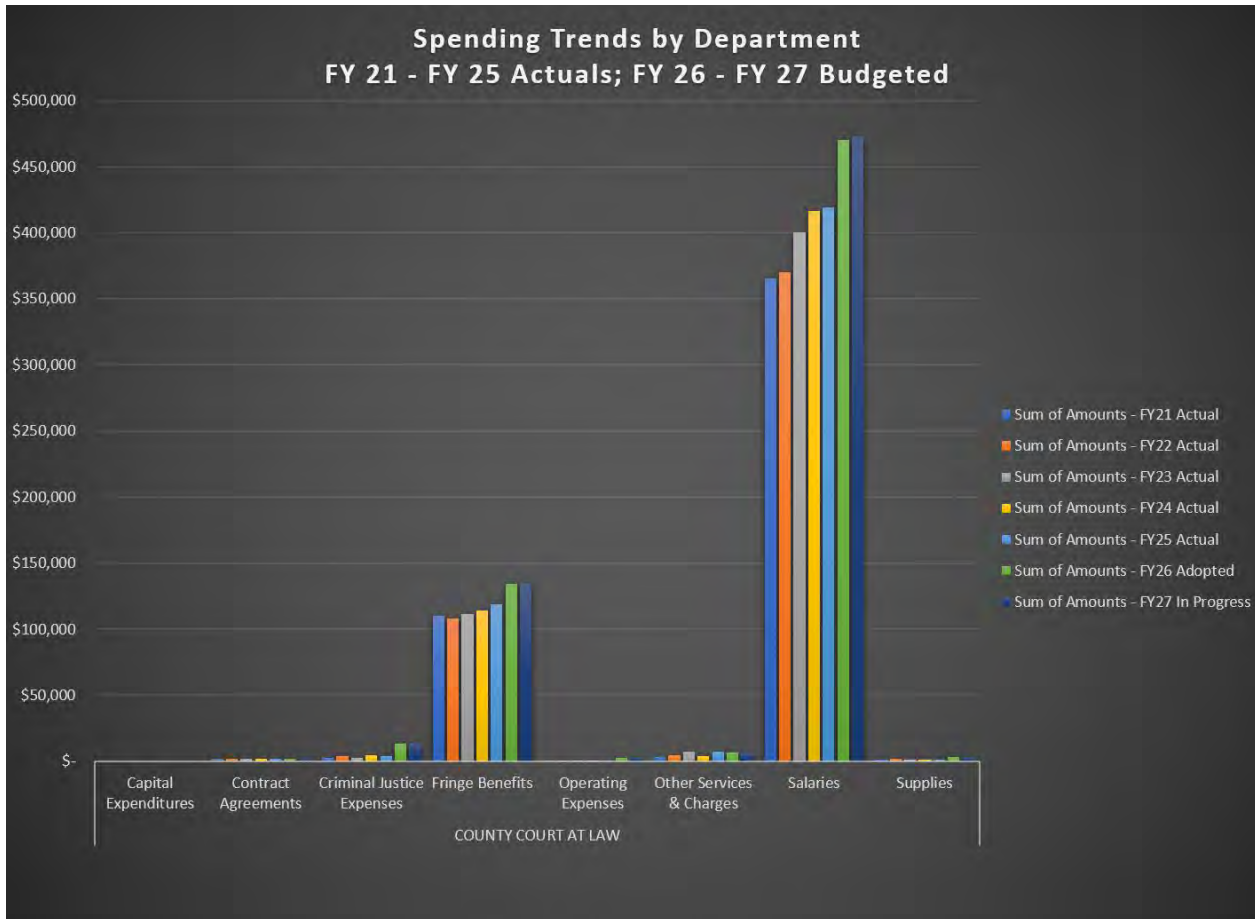


Department / Office Spotlight: County Court at Law #1 - 427

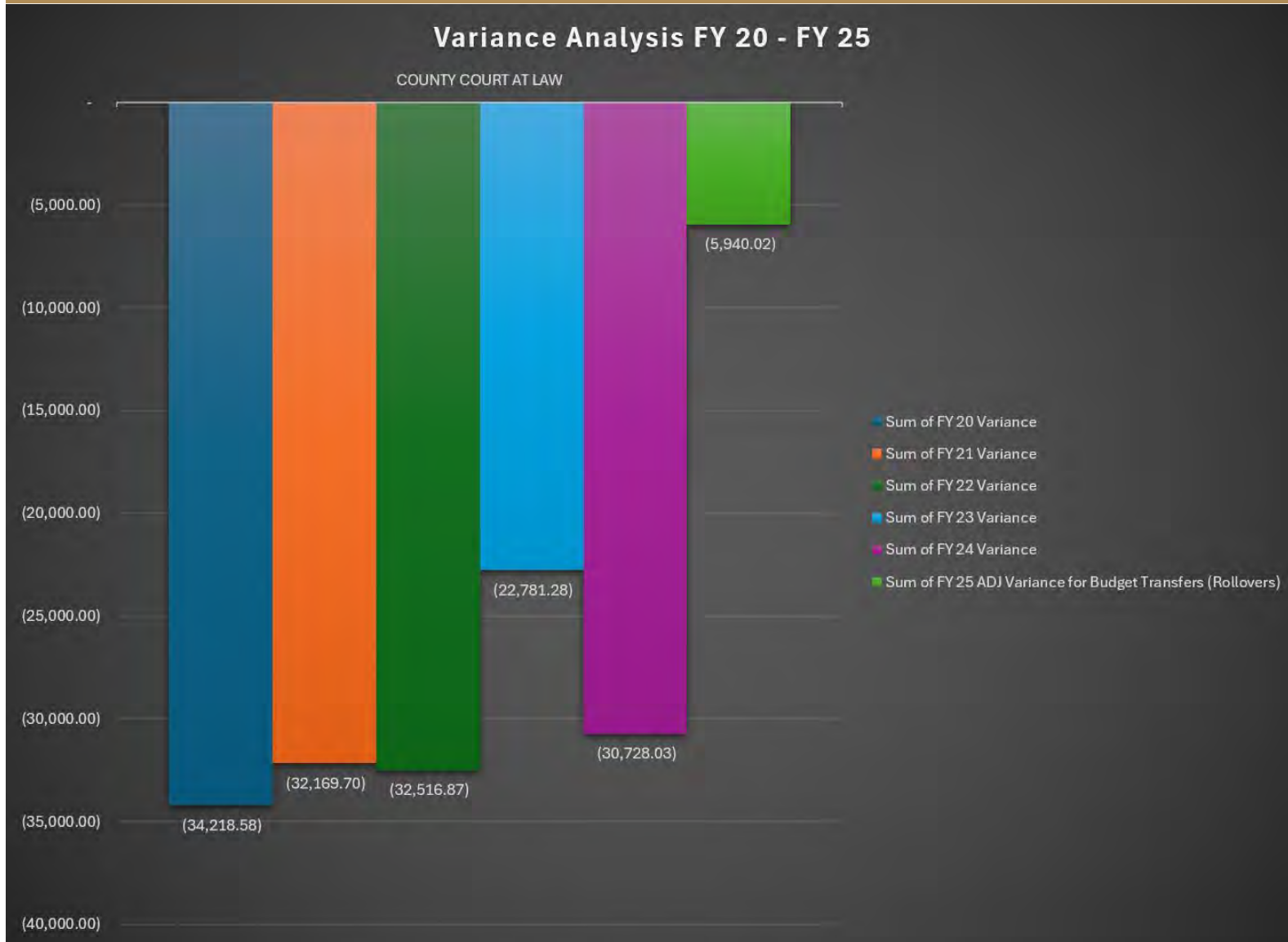
PROPOSED BUDGET

\$635,113

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Court at Law #1- 427

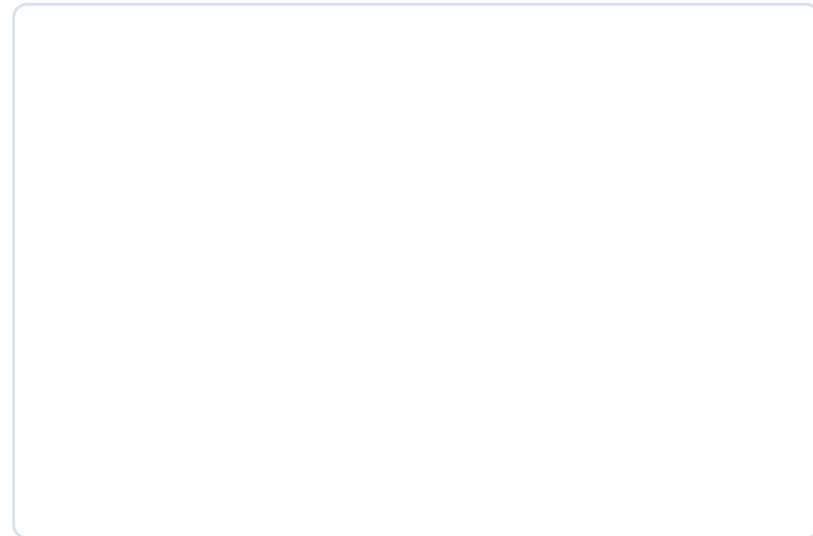
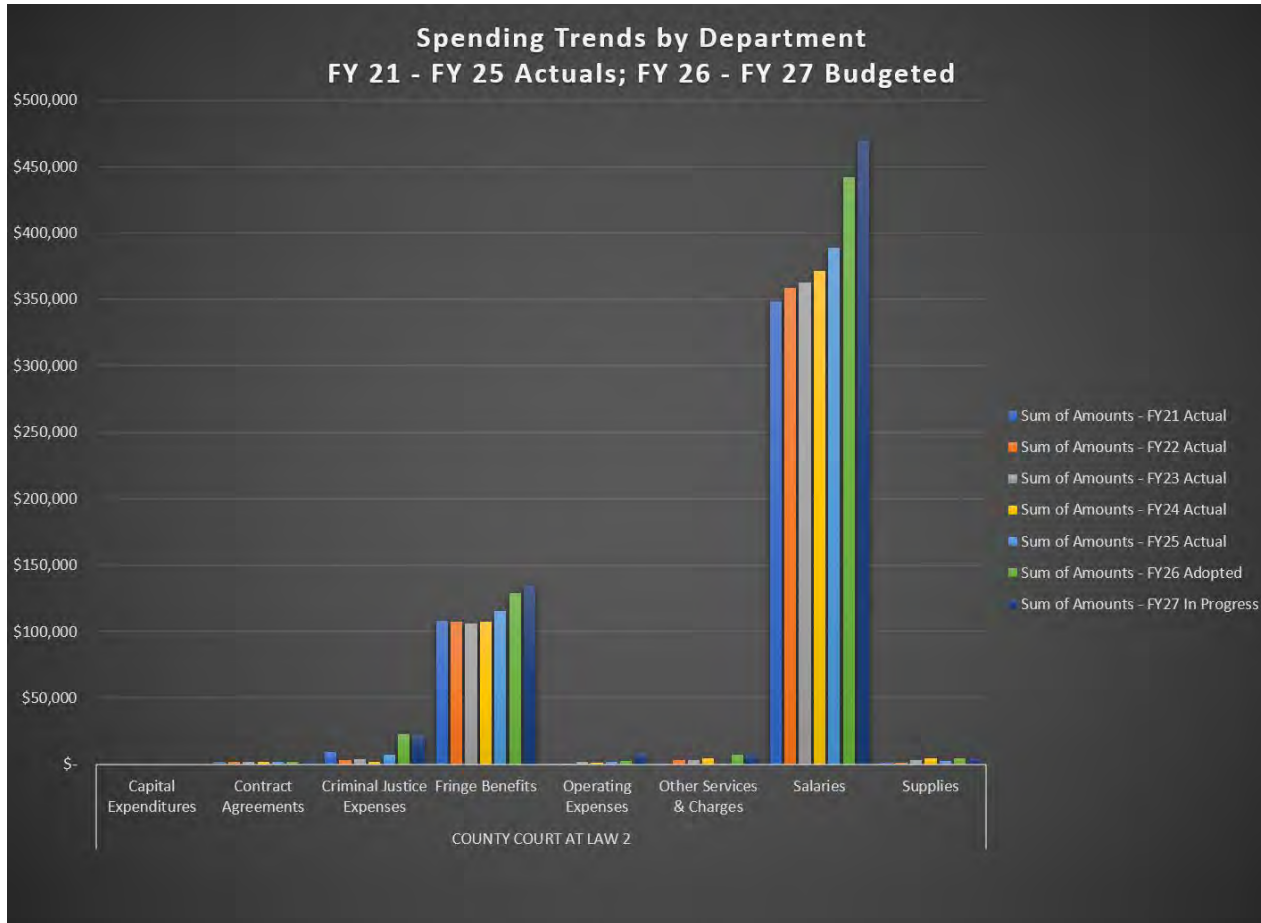


Department / Office Spotlight: County Court at Law #2 - 428

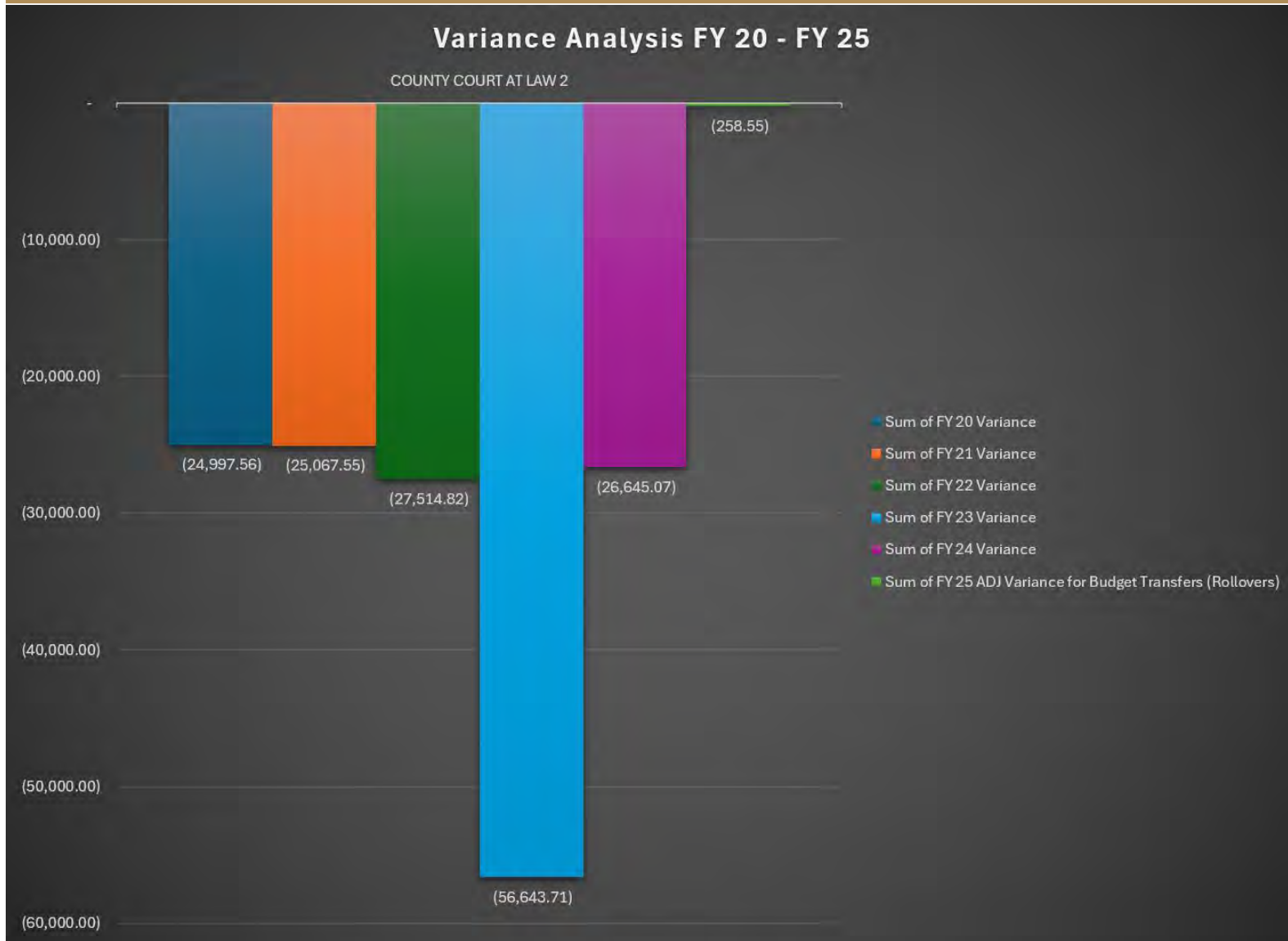
PROPOSED BUDGET

\$648,835

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Court at Law #2 - 428

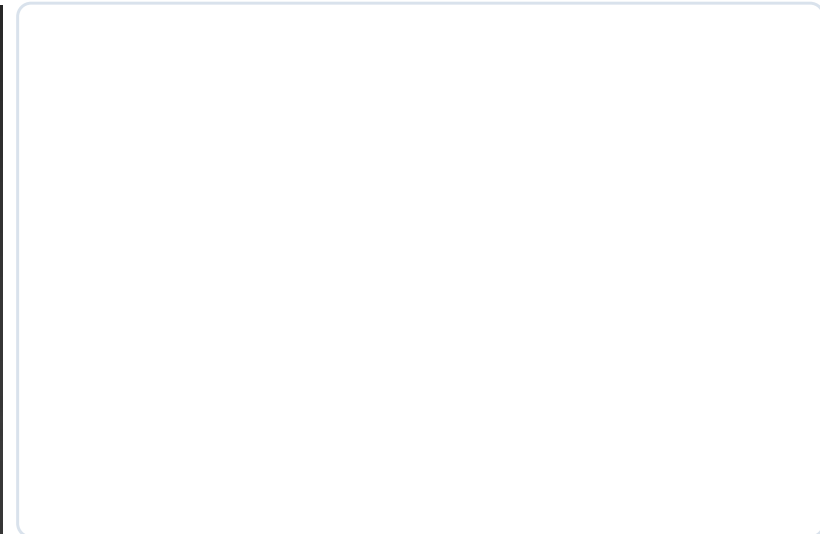
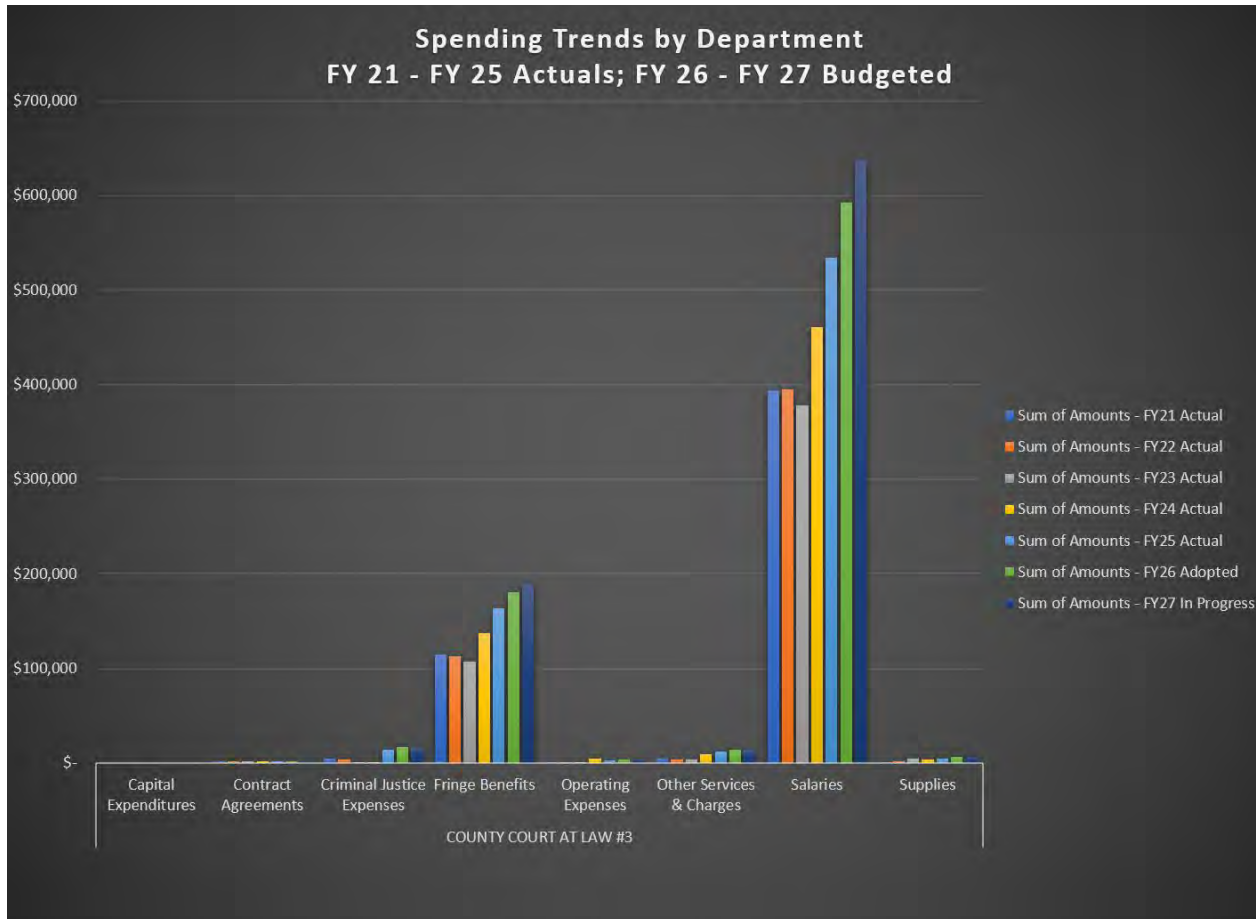


Department / Office Spotlight: County Court at Law #3 - 429

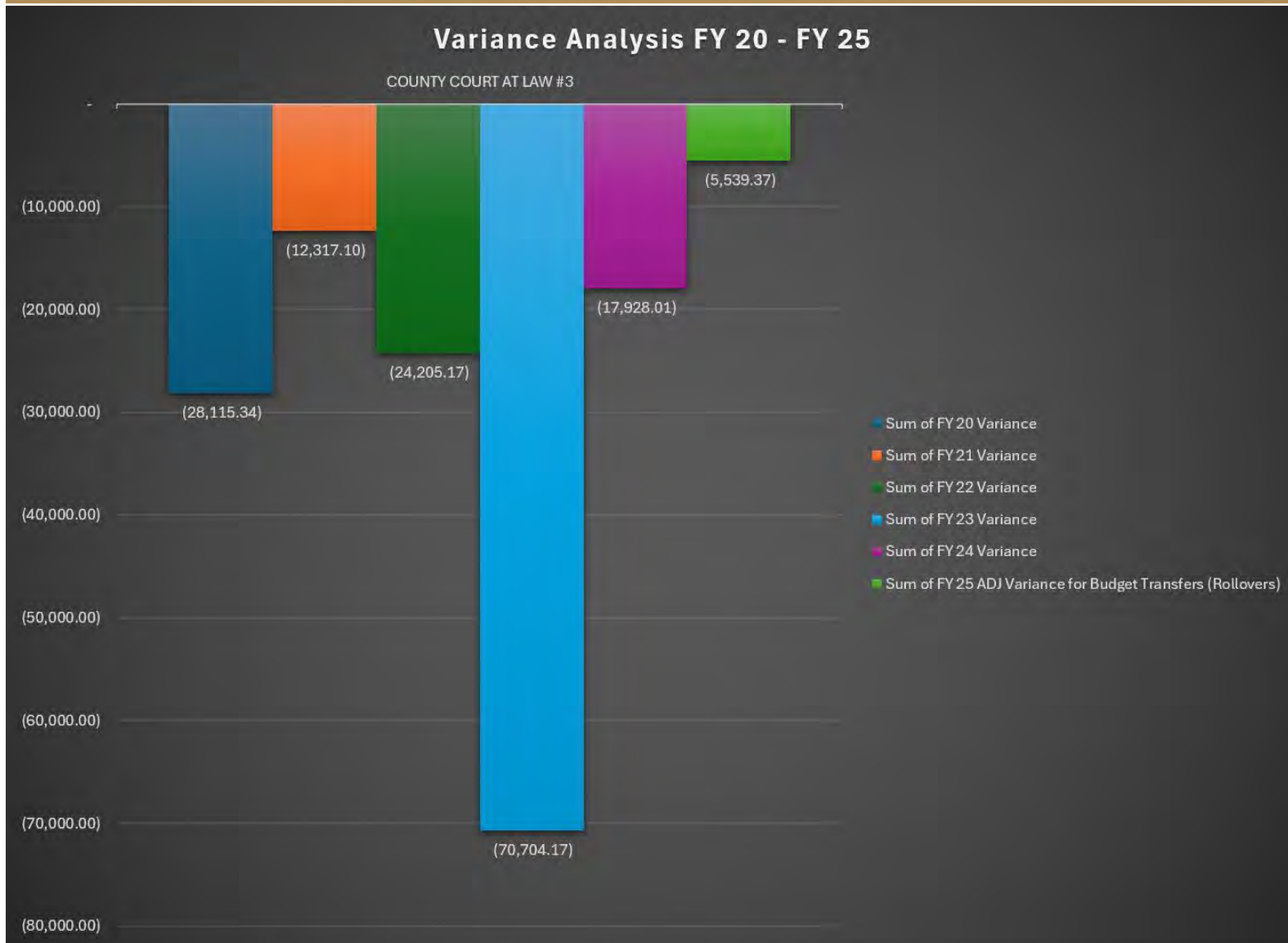
PROPOSED BUDGET

\$868,795

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Court at Law #3 - 429

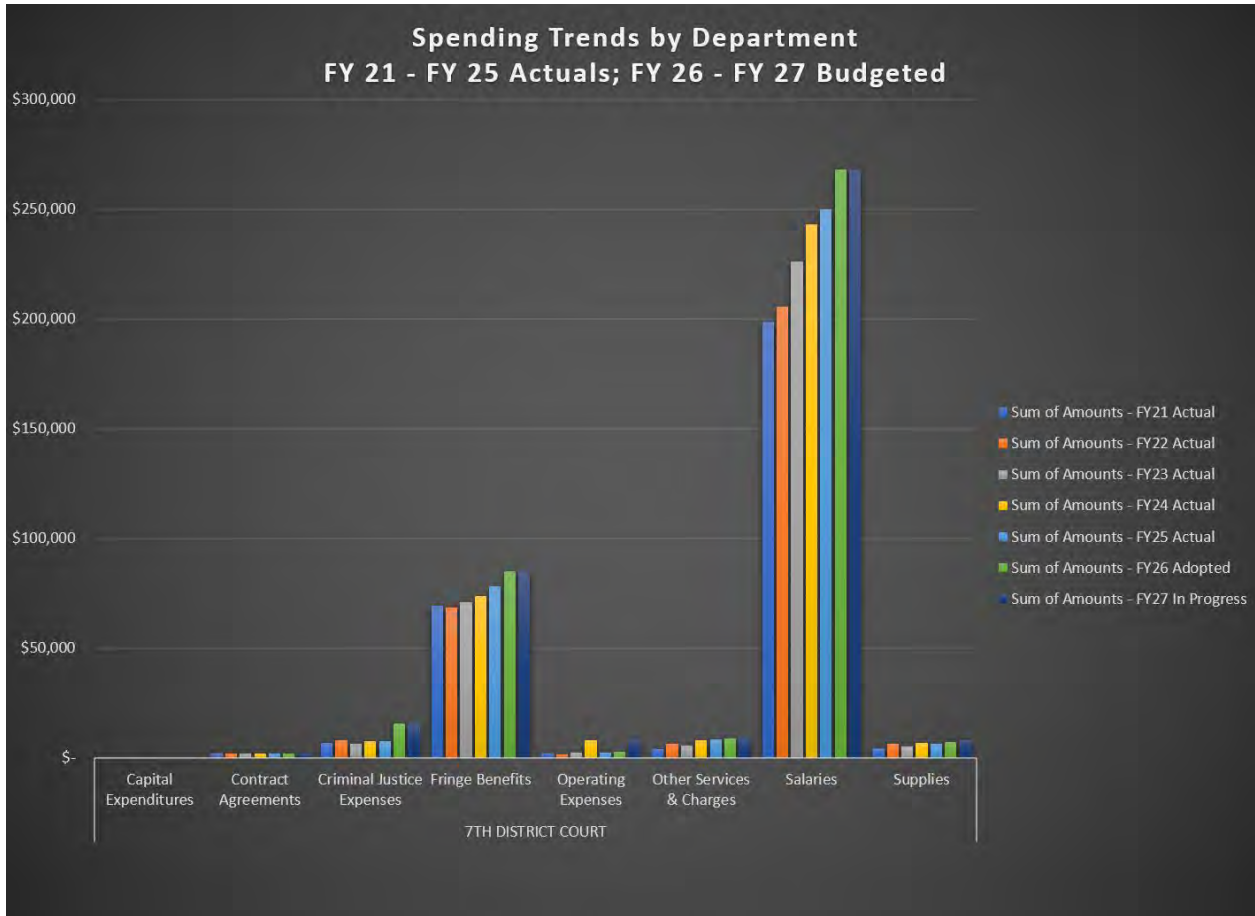


Department / Office Spotlight: 7th District Court - 435

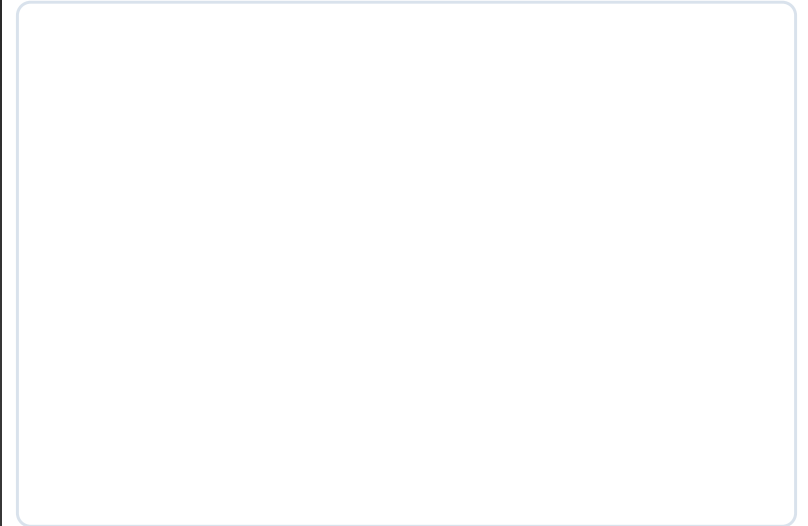
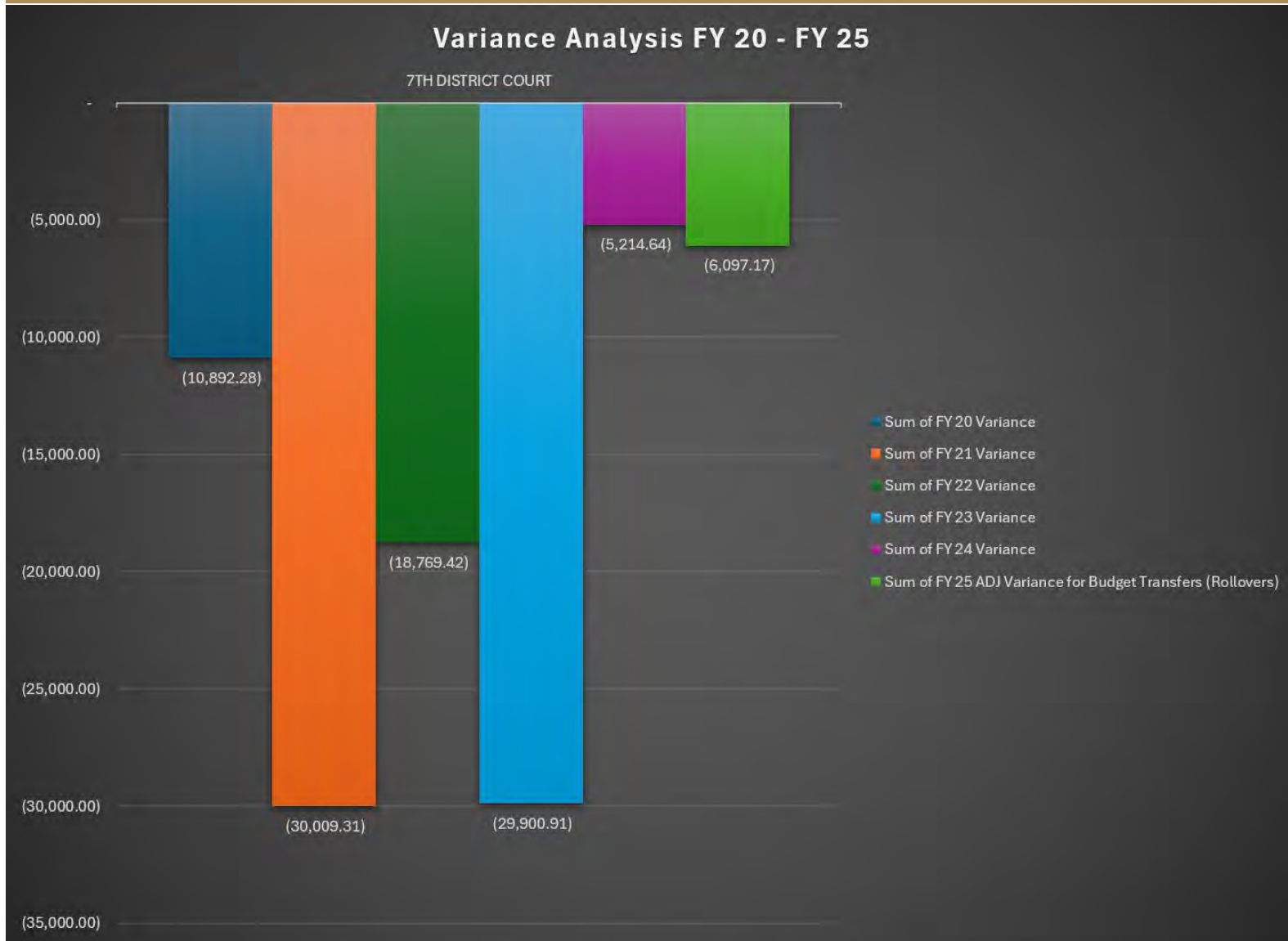
PROPOSED BUDGET

\$396,009

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: 7th District Court - 435

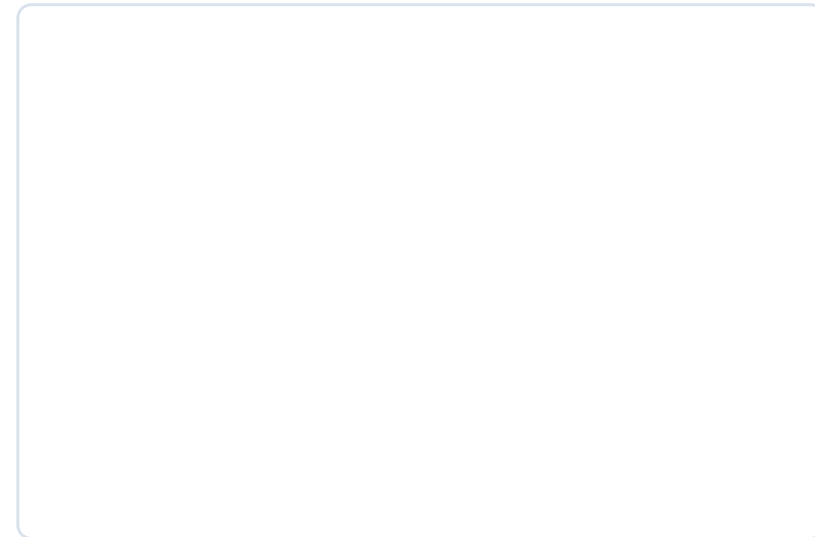
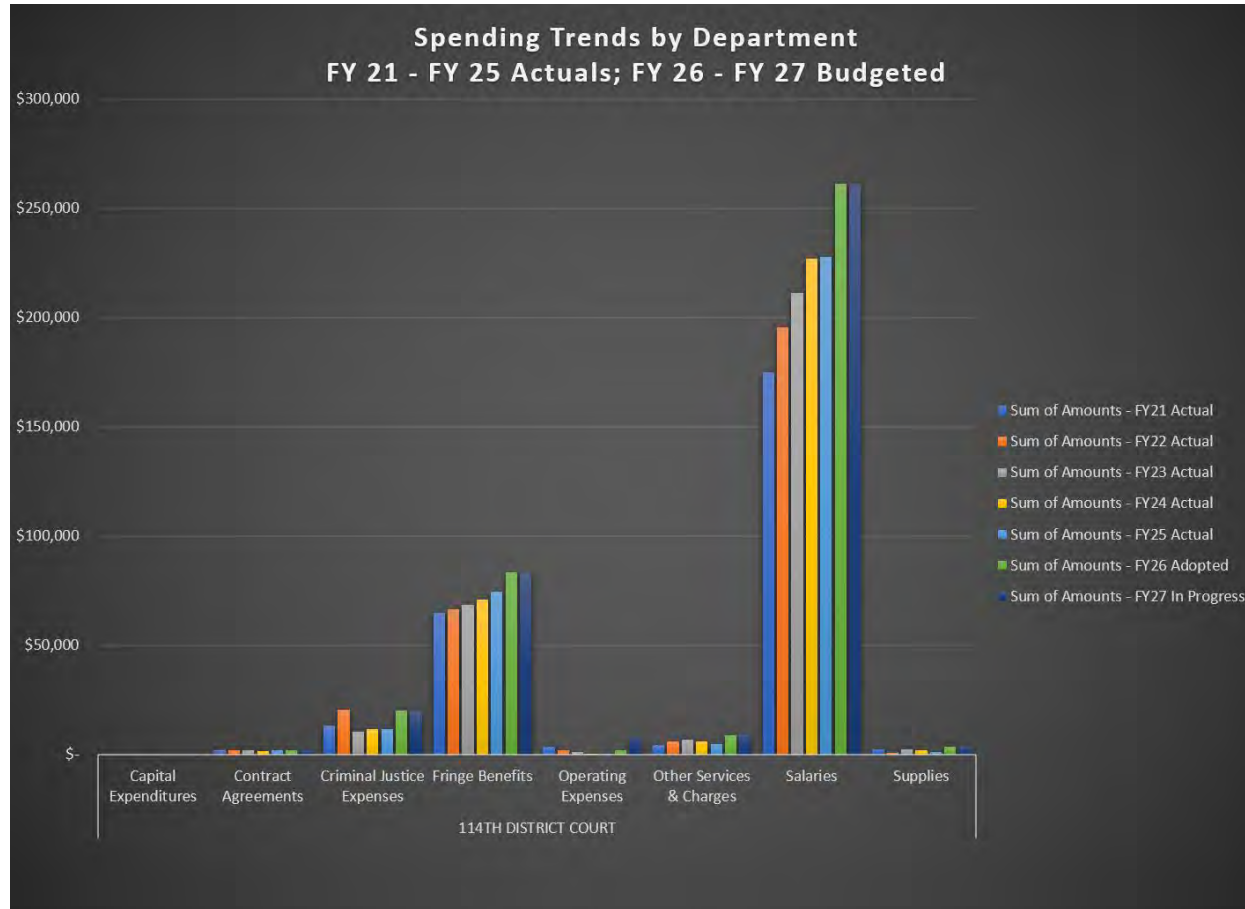


Department / Office Spotlight: 114th District Court - 436

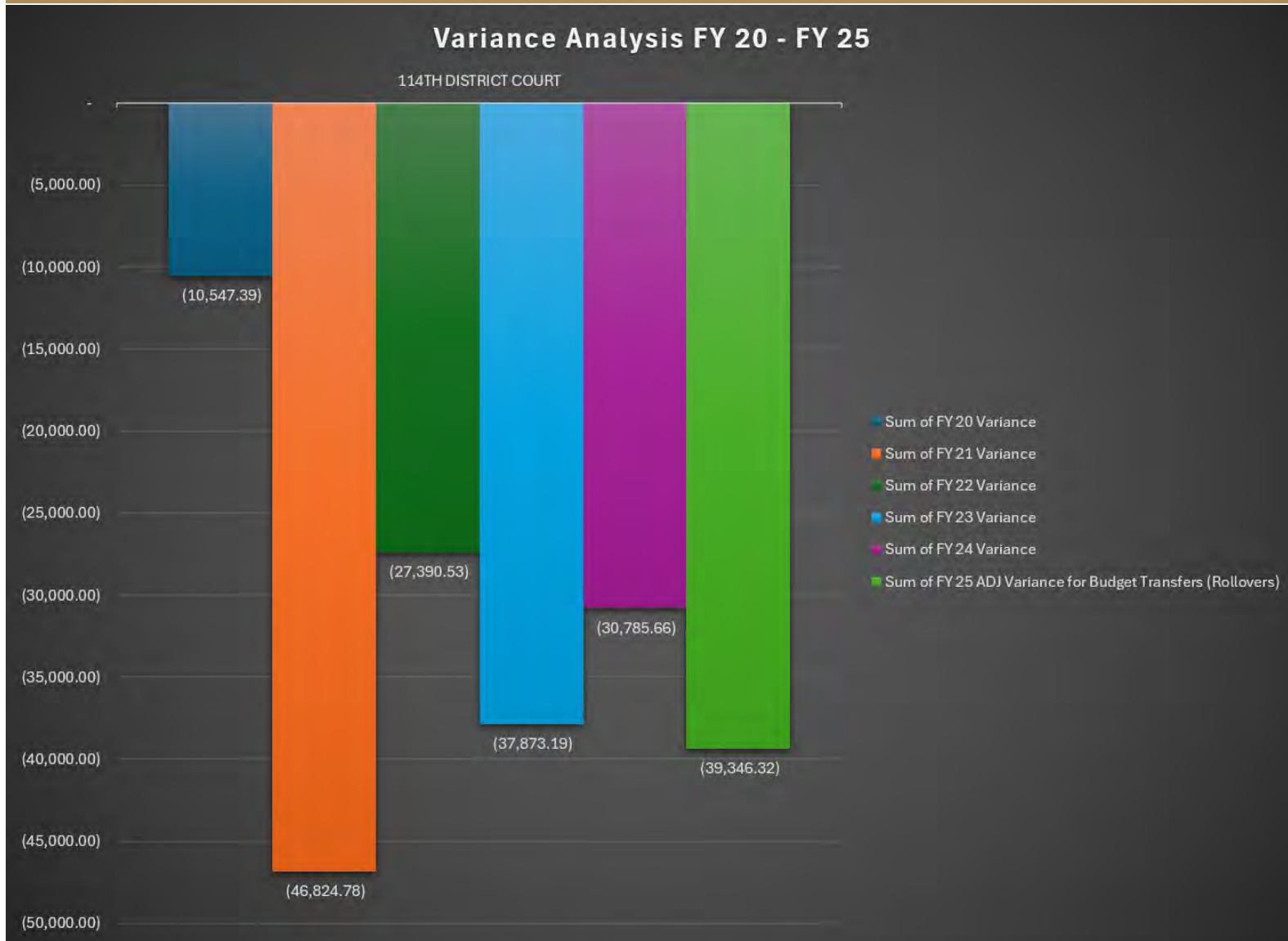
PROPOSED BUDGET

\$387,473

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: 114th District Court - 436

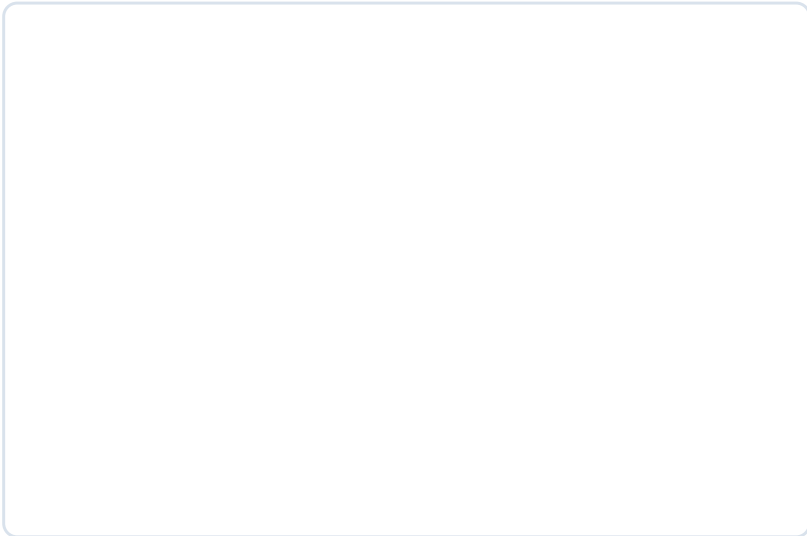
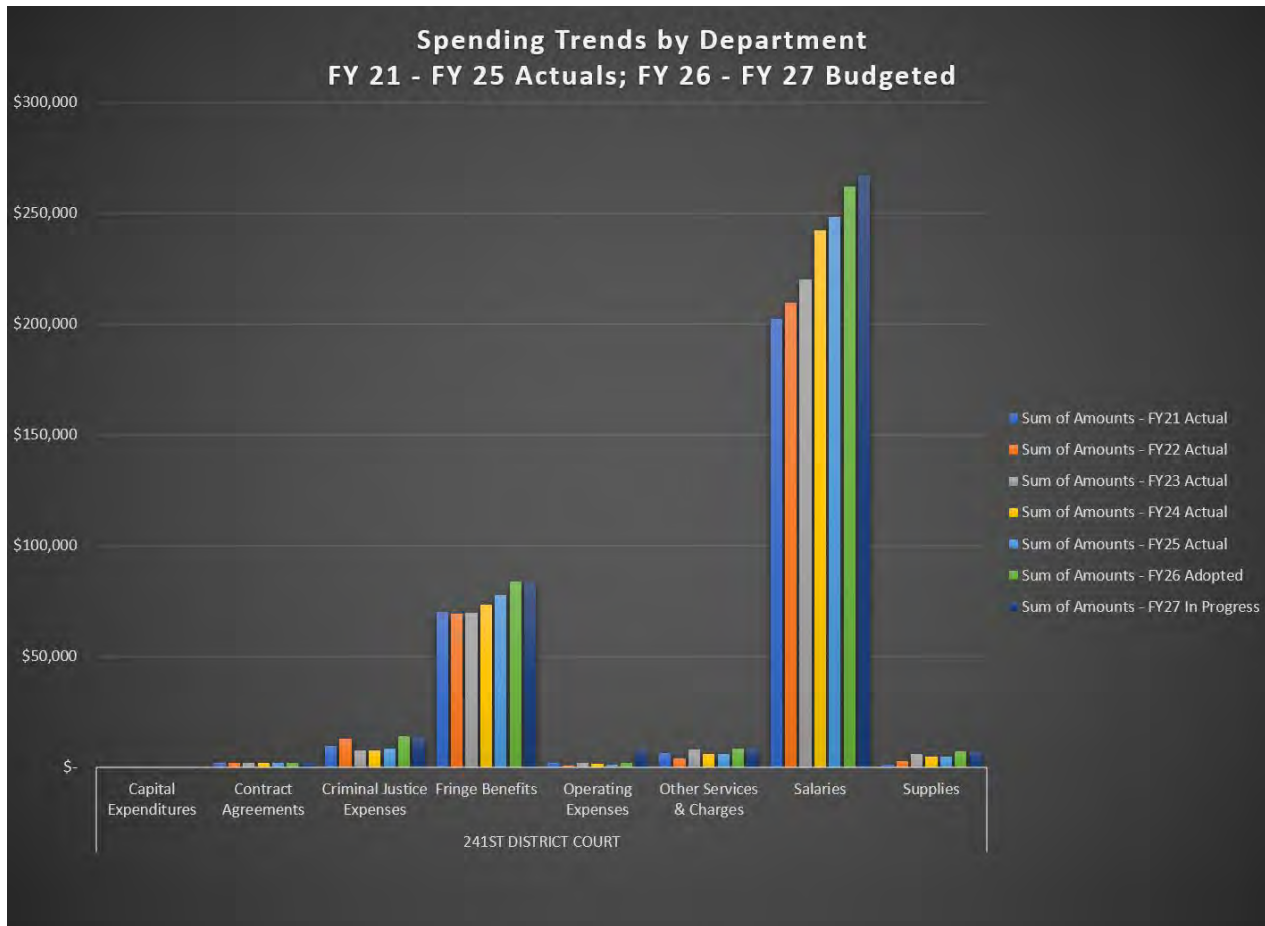


Department / Office Spotlight: 241st District Court - 437

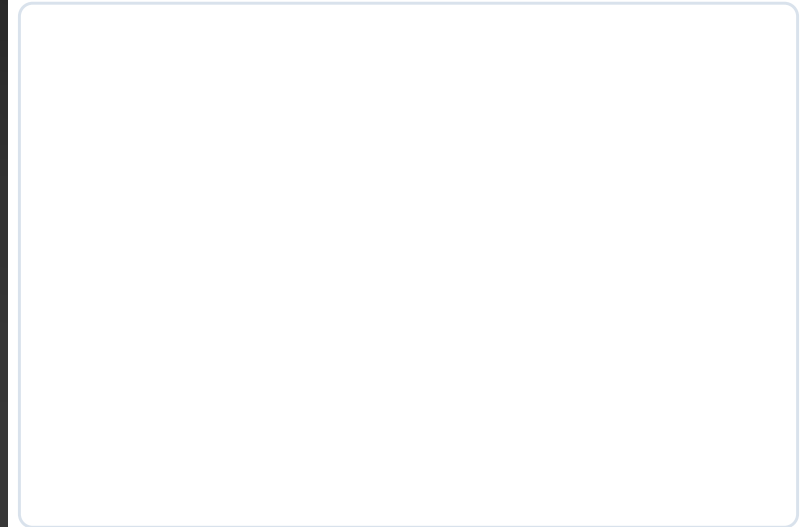
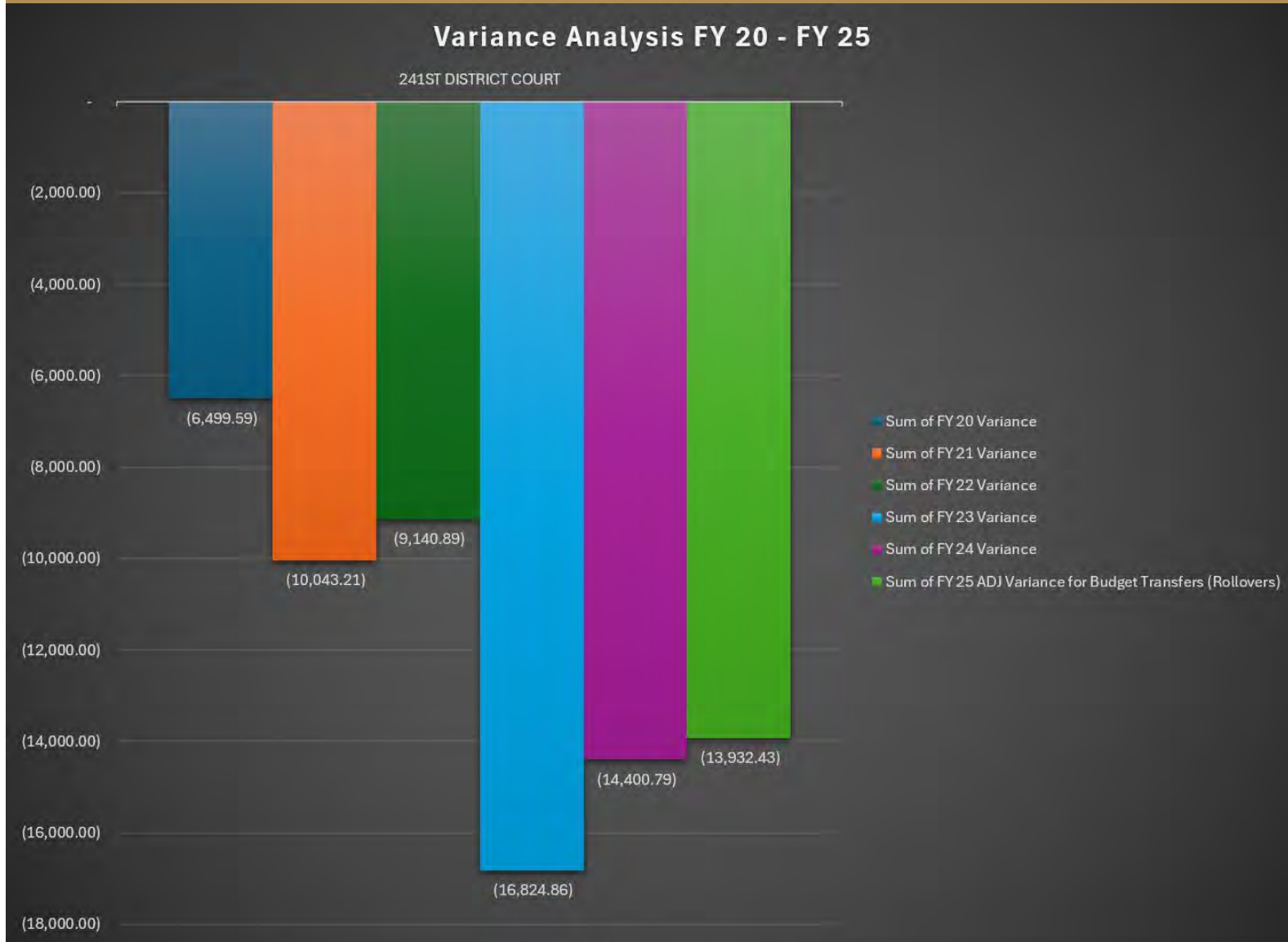
PROPOSED BUDGET

\$390,329

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: 241st District Court - 437

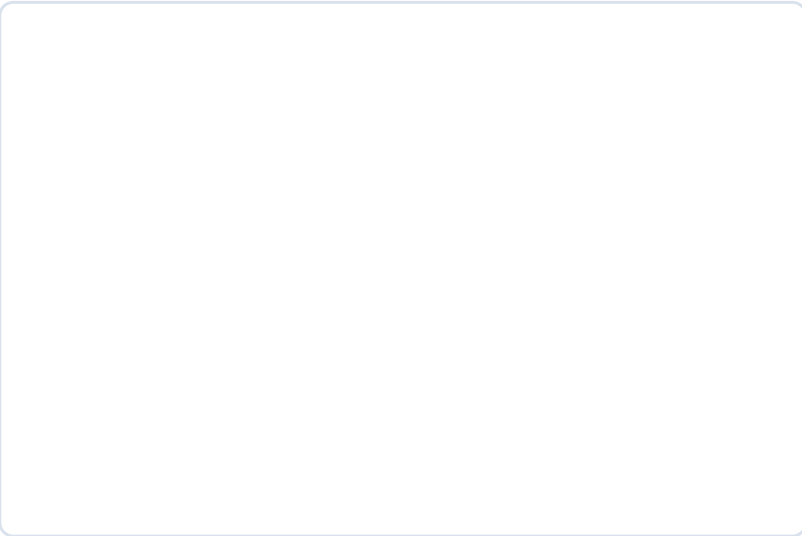
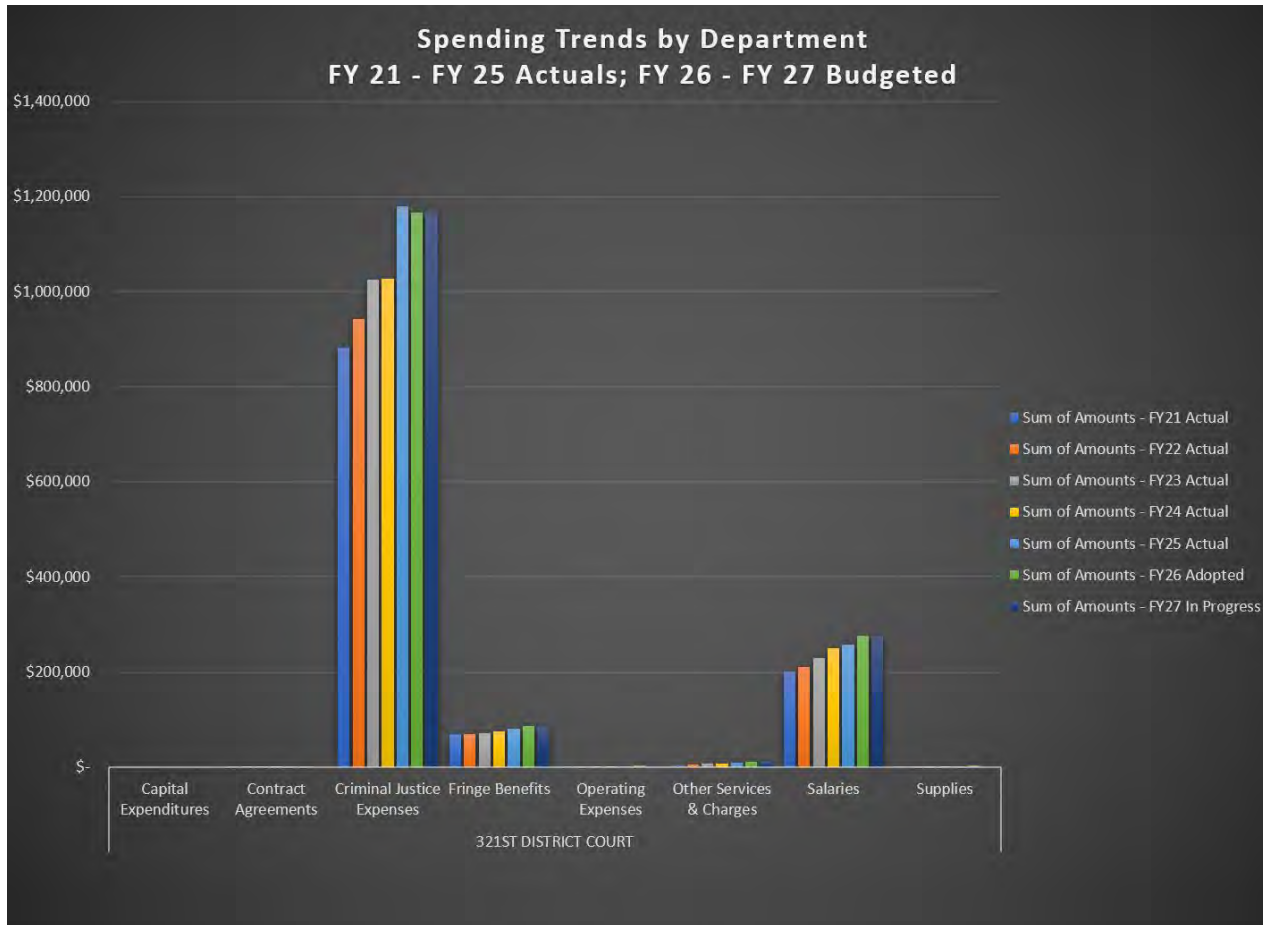


Department / Office Spotlight: 321st District Court - 438

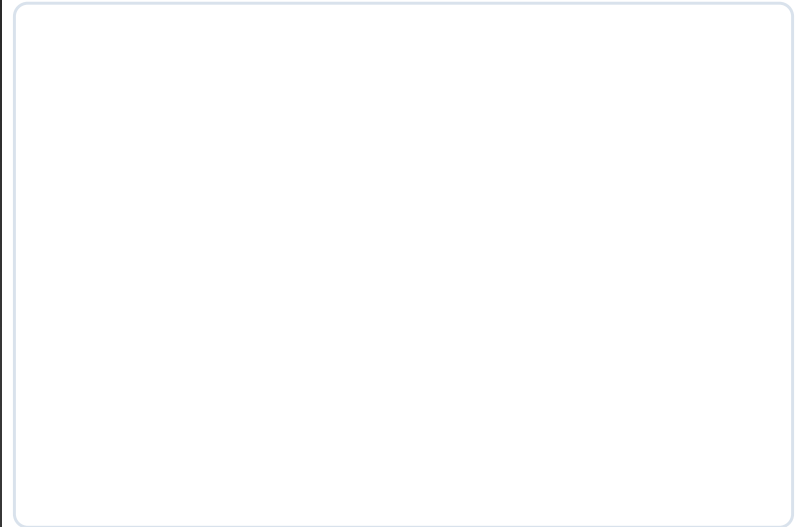
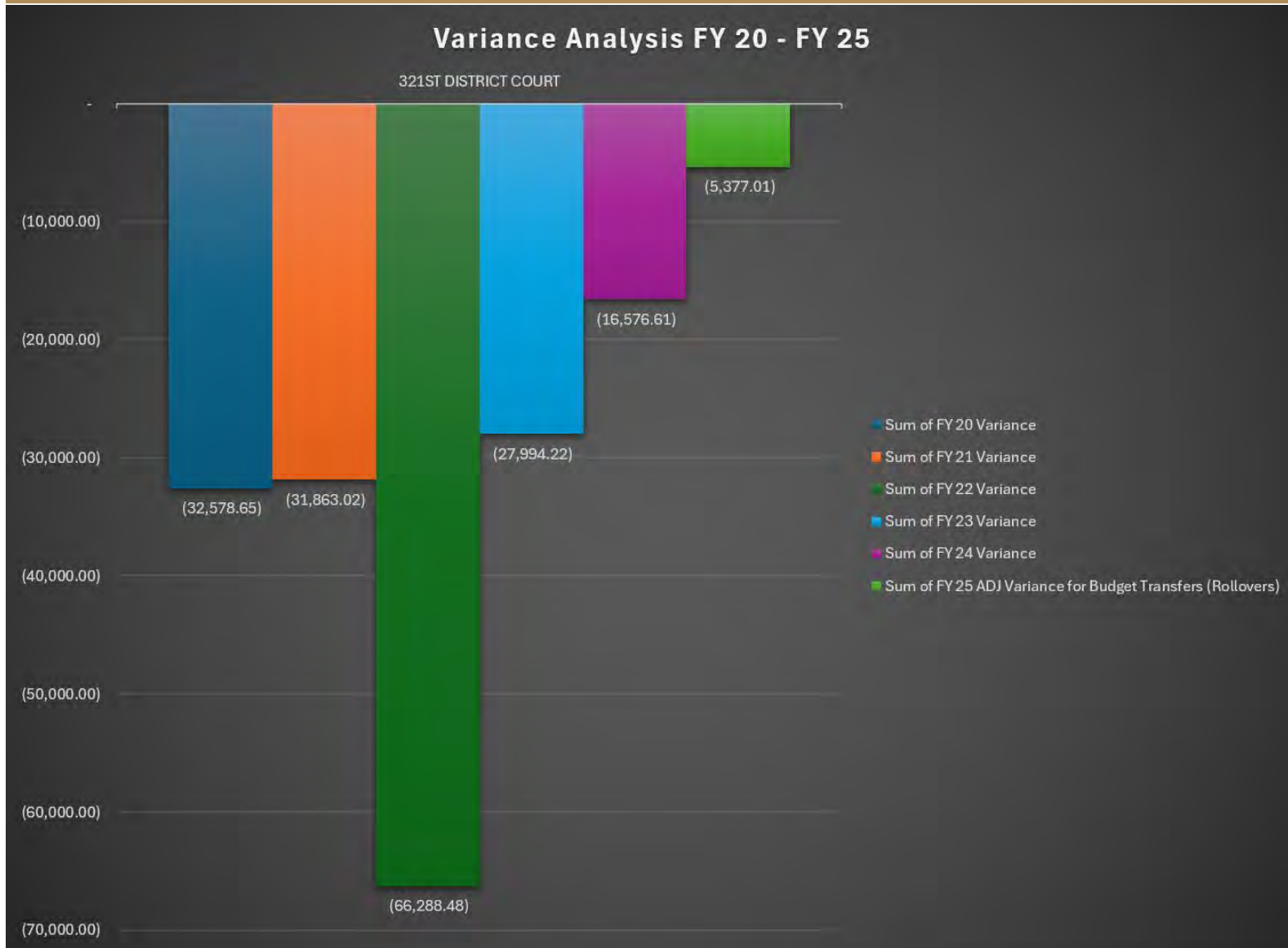
PROPOSED BUDGET

\$1,548,922

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: 321st District Court - 438

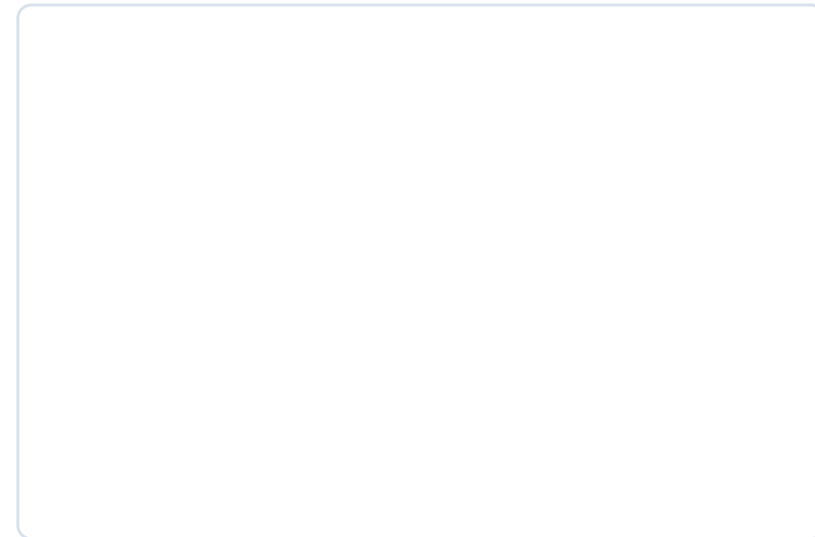
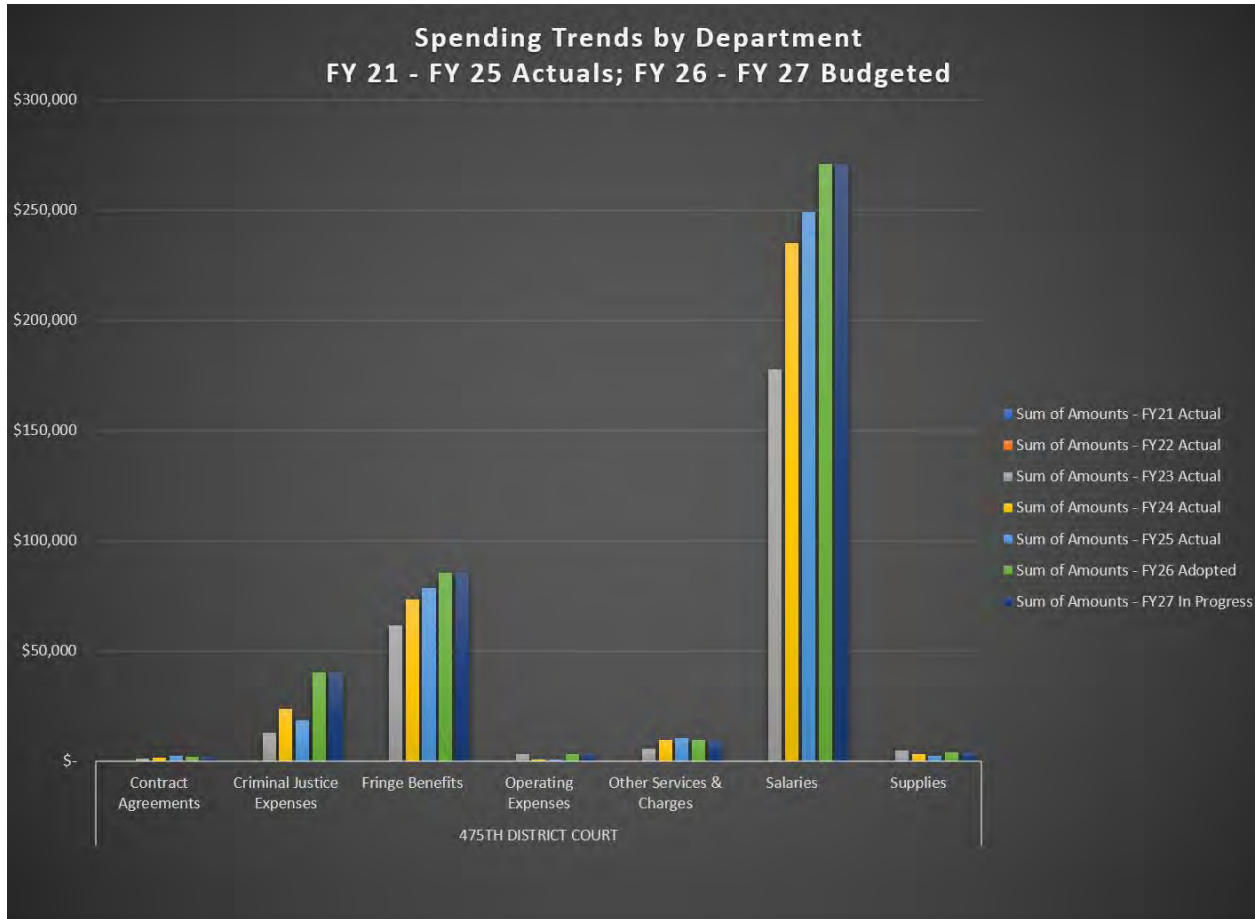


Department / Office Spotlight: 475th District Court - 441

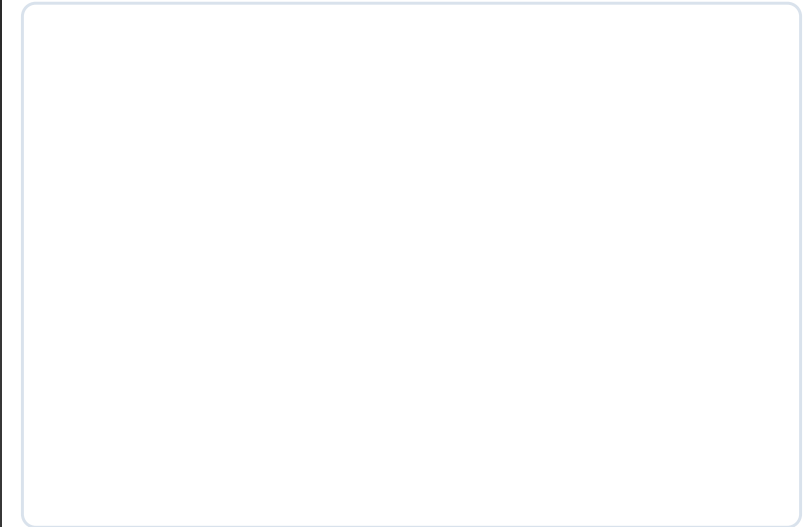
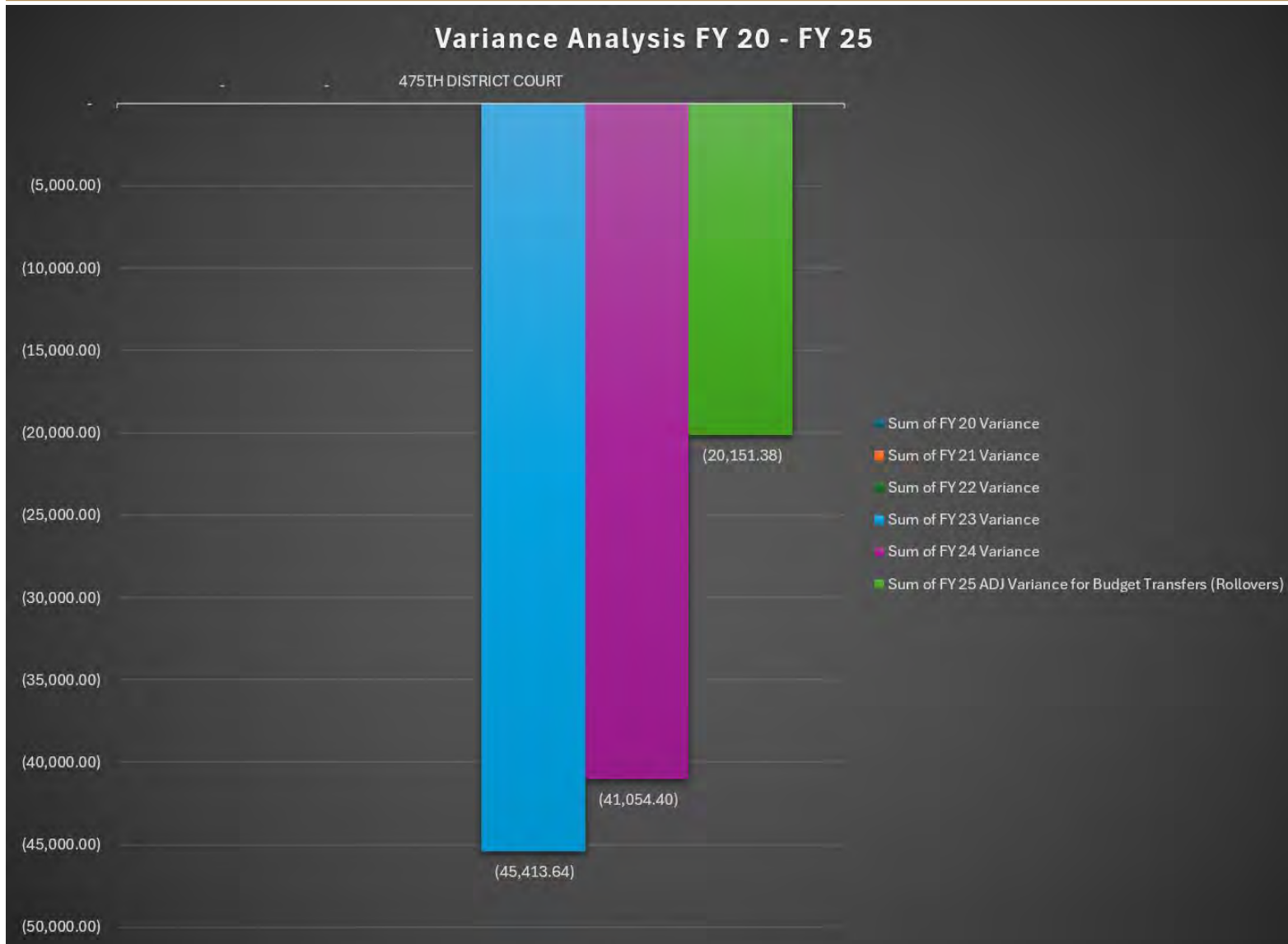
PROPOSED BUDGET

\$415,223

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: 475th District Court - 441

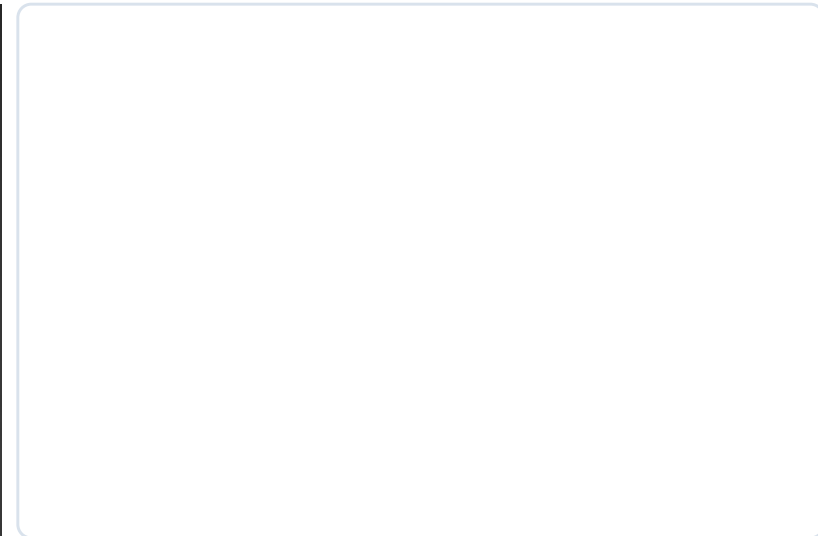
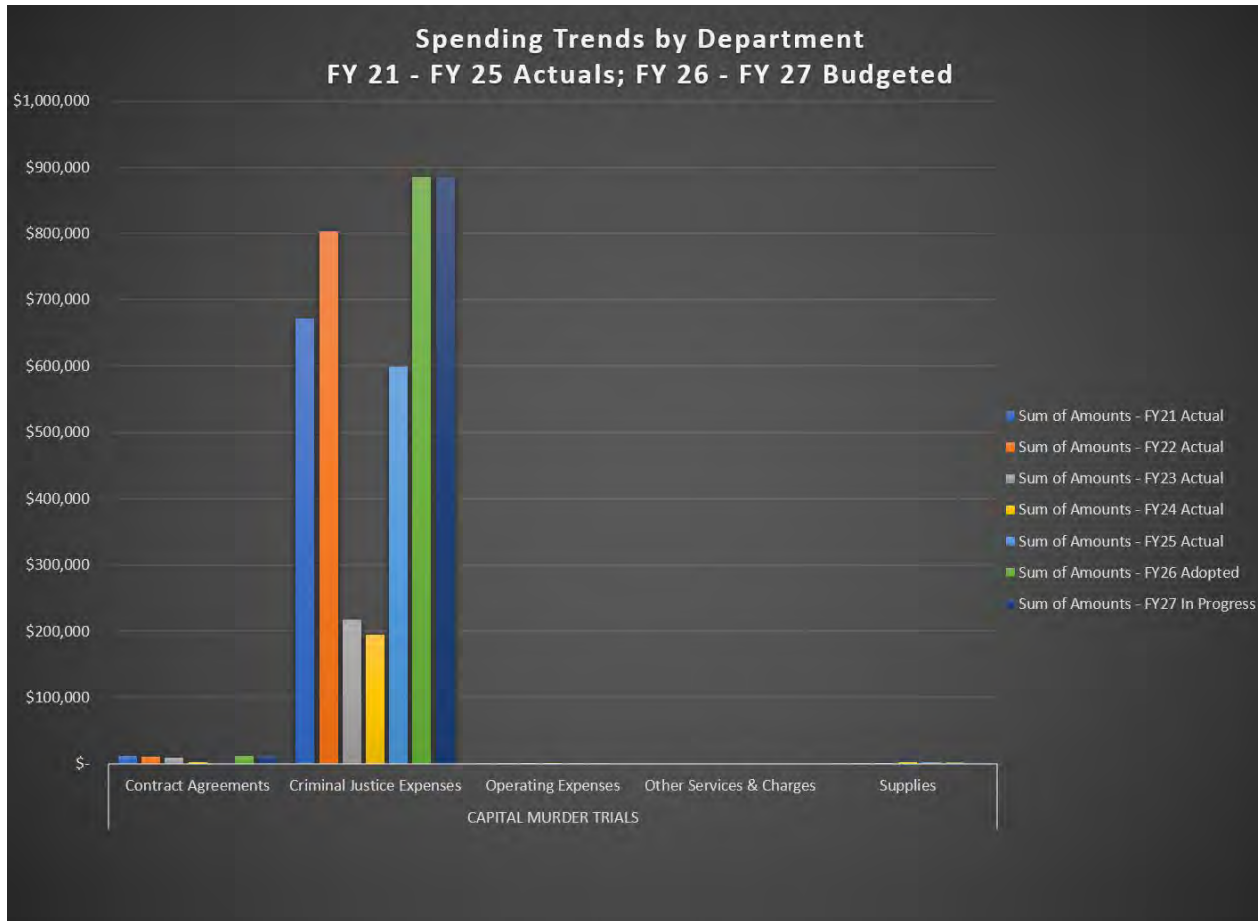


Department / Office Spotlight: Capital Murder Trials - 445

PROPOSED BUDGET

\$900,000

[+/- X.X%] vs. prior adopted

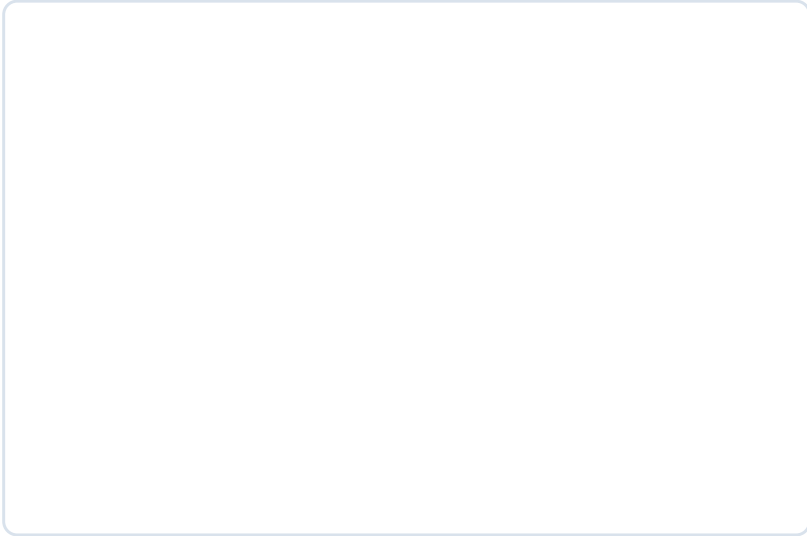
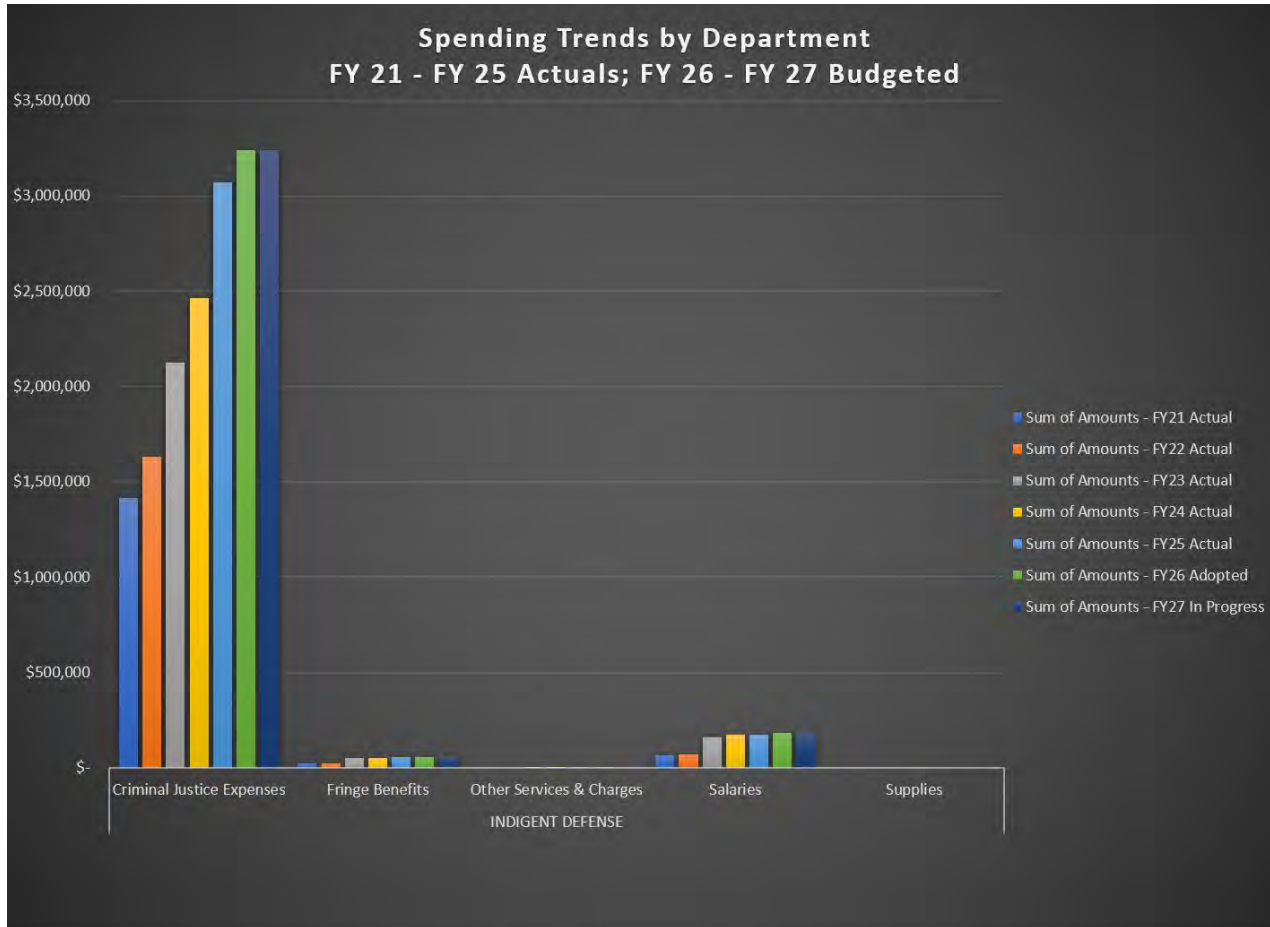


Department / Office Spotlight: Indigent Defense - 446

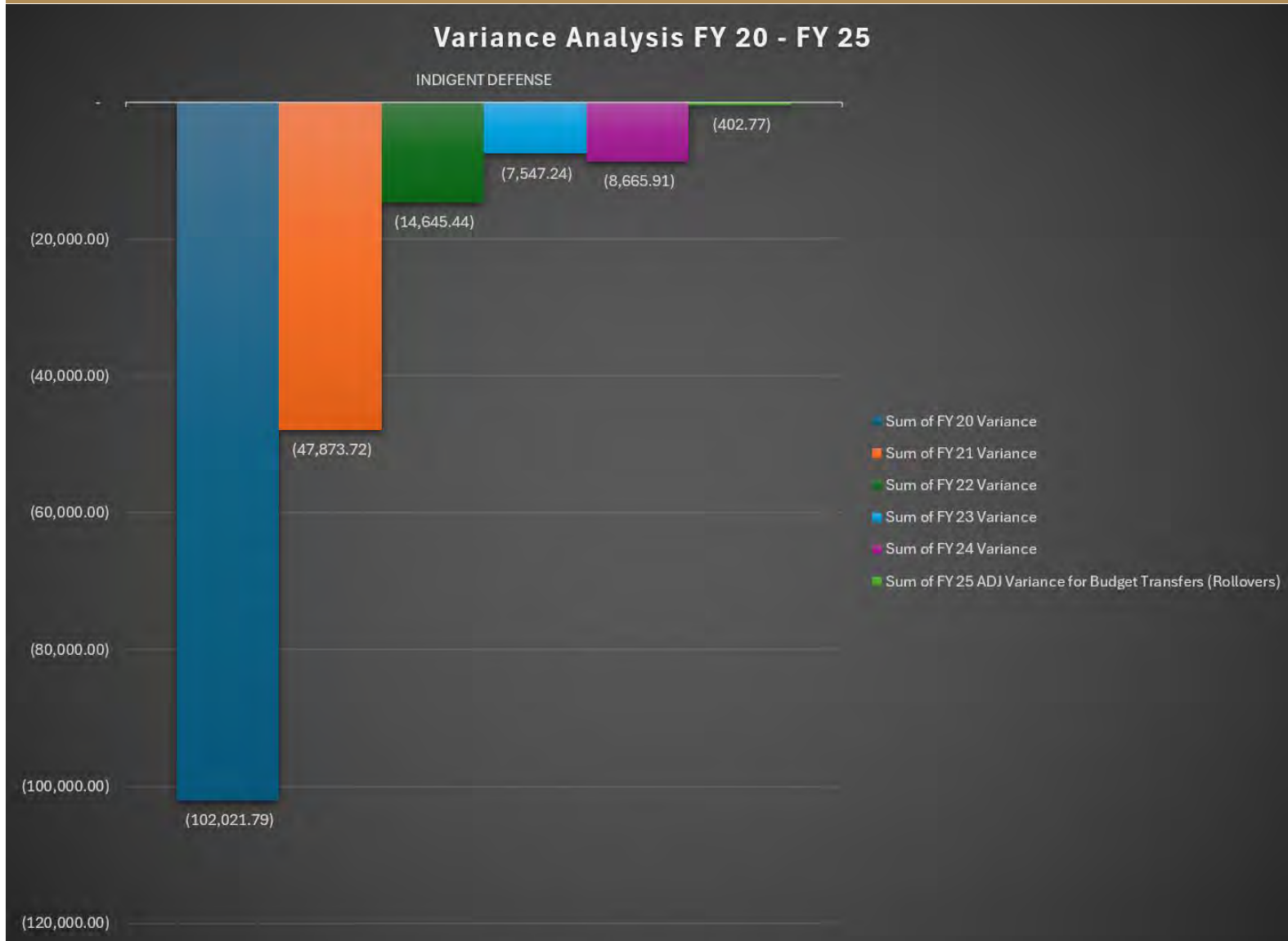
PROPOSED BUDGET

\$3,482,094

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Indigent Defense - 445

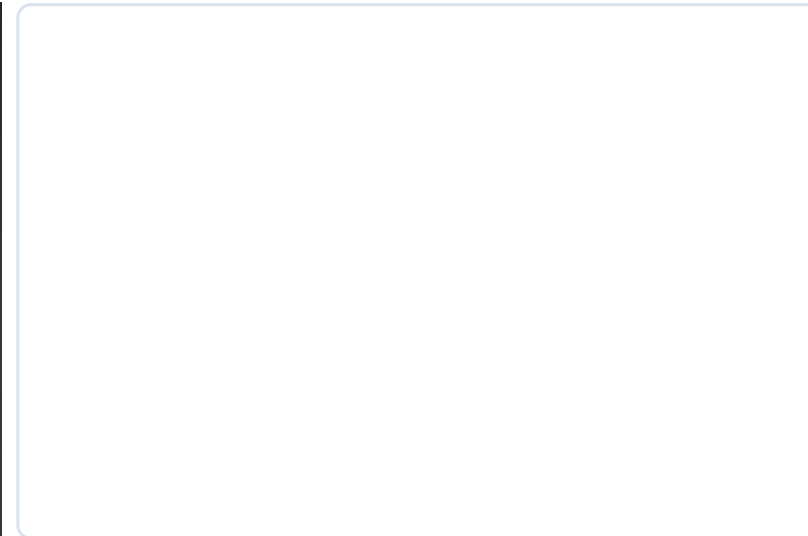
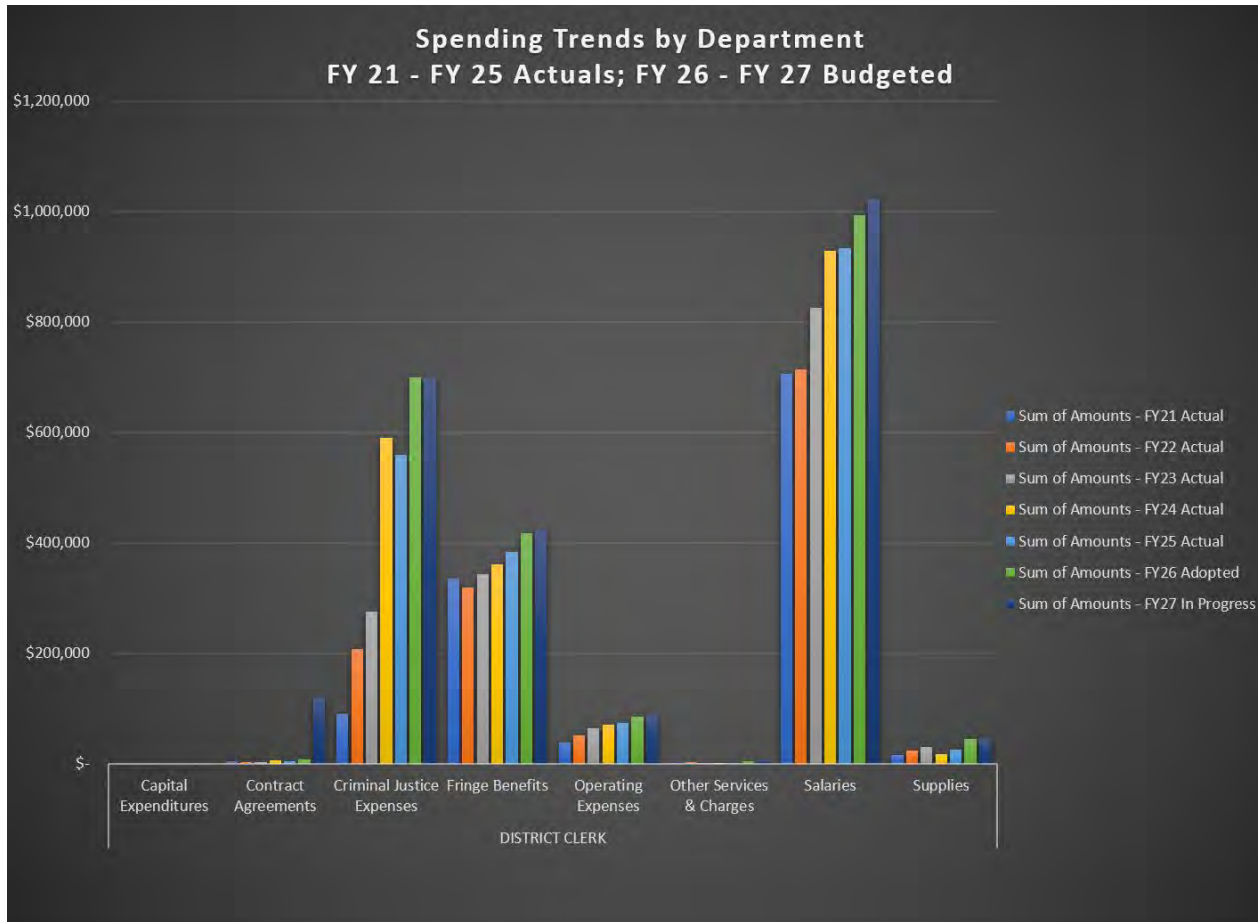


Department / Office Spotlight: District Clerk - 450

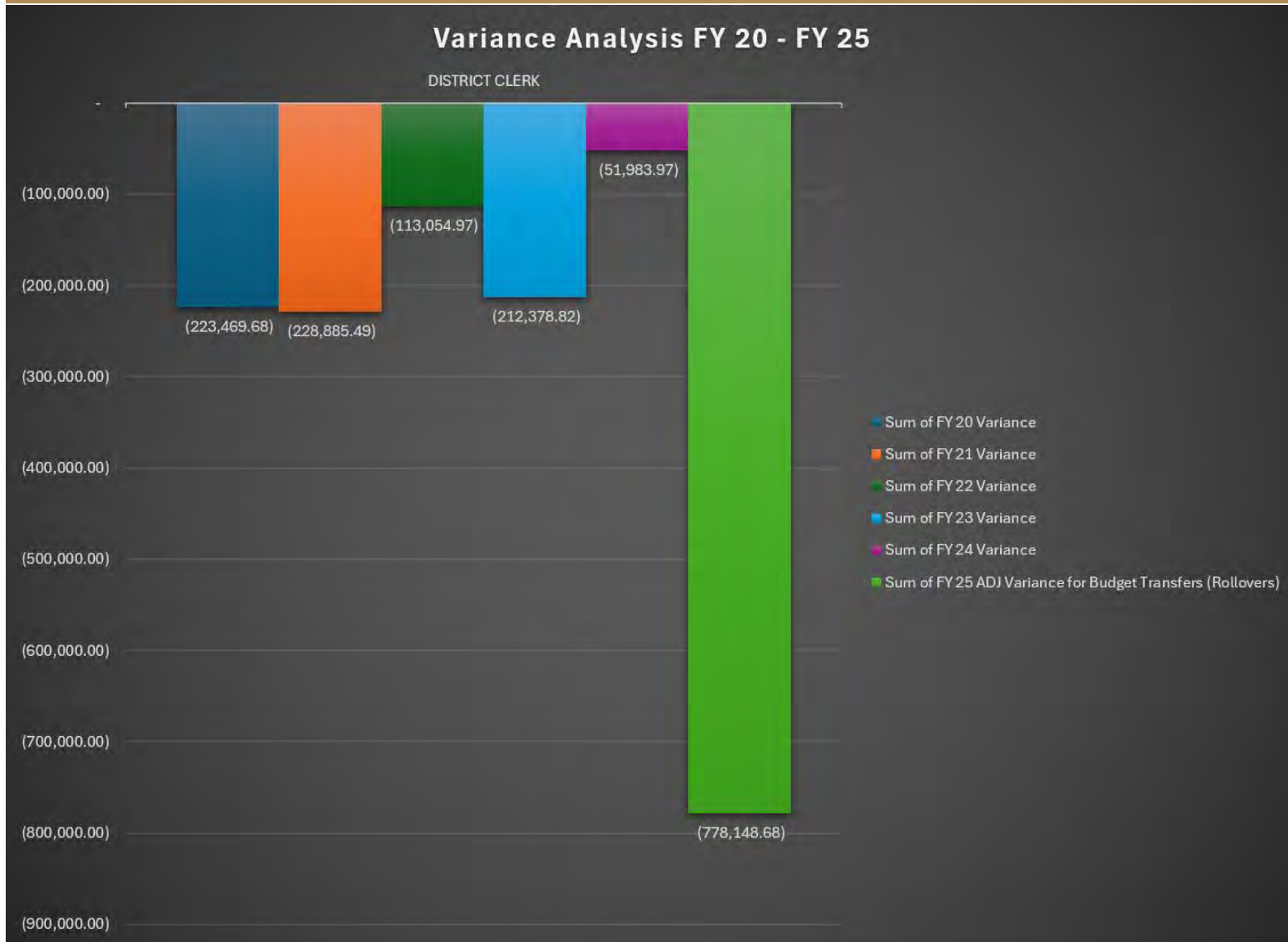
PROPOSED BUDGET

\$2,406,402

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: District Clerk - 450

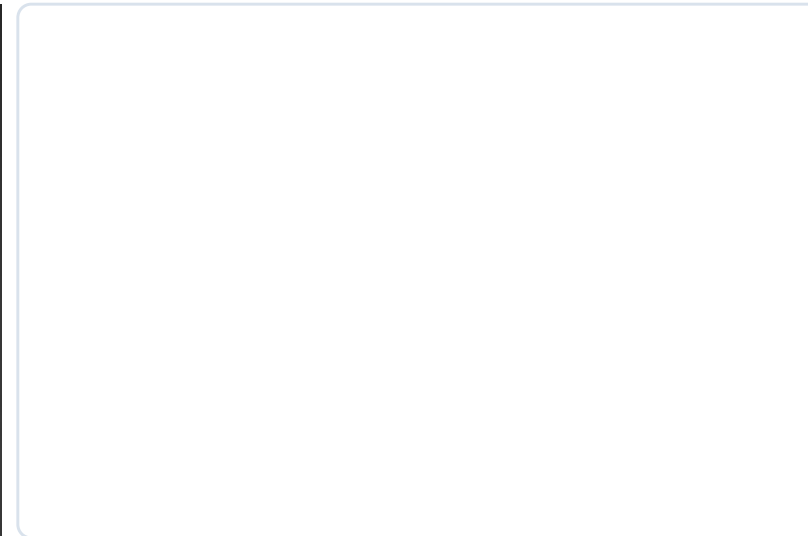
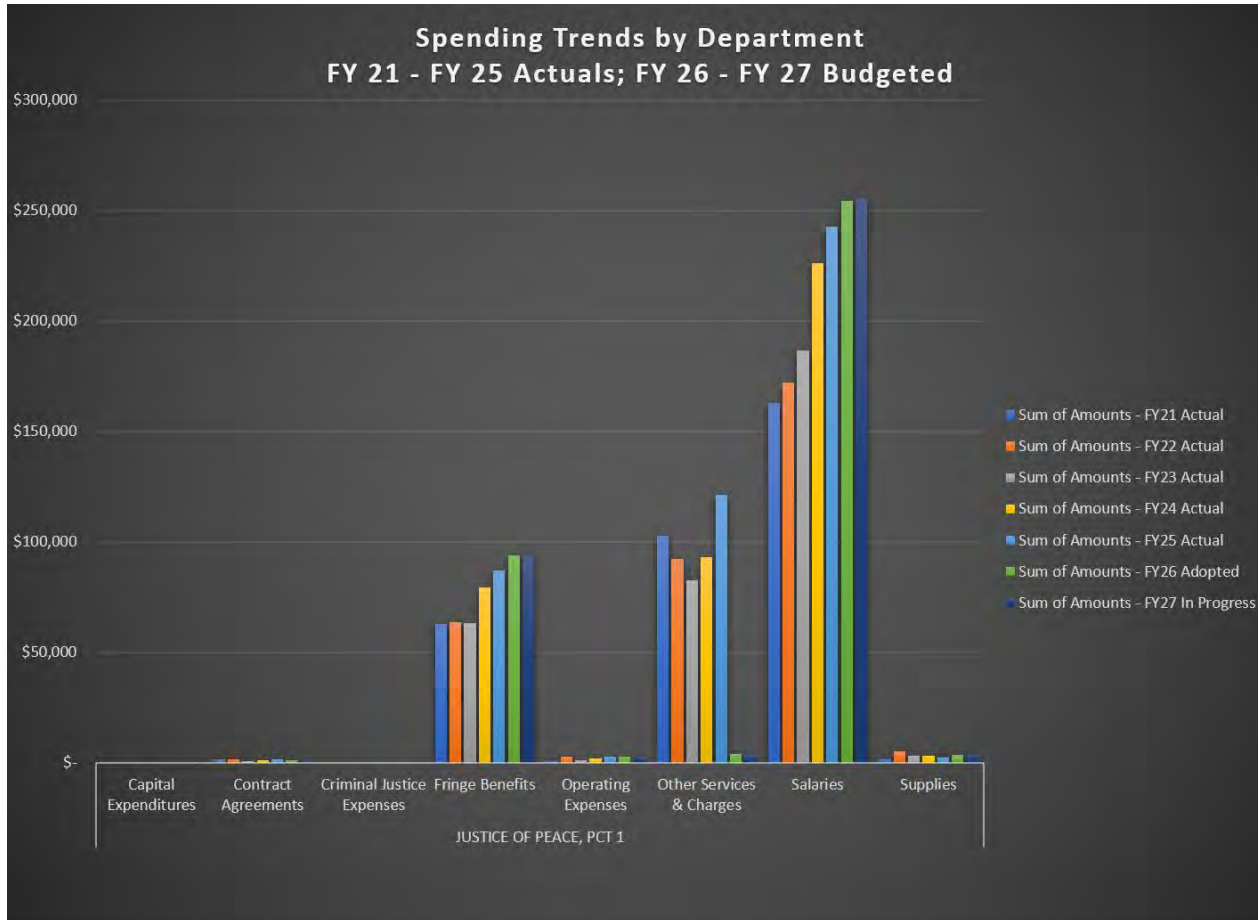


Department / Office Spotlight: Justice of Peace, PCT 1 - 455

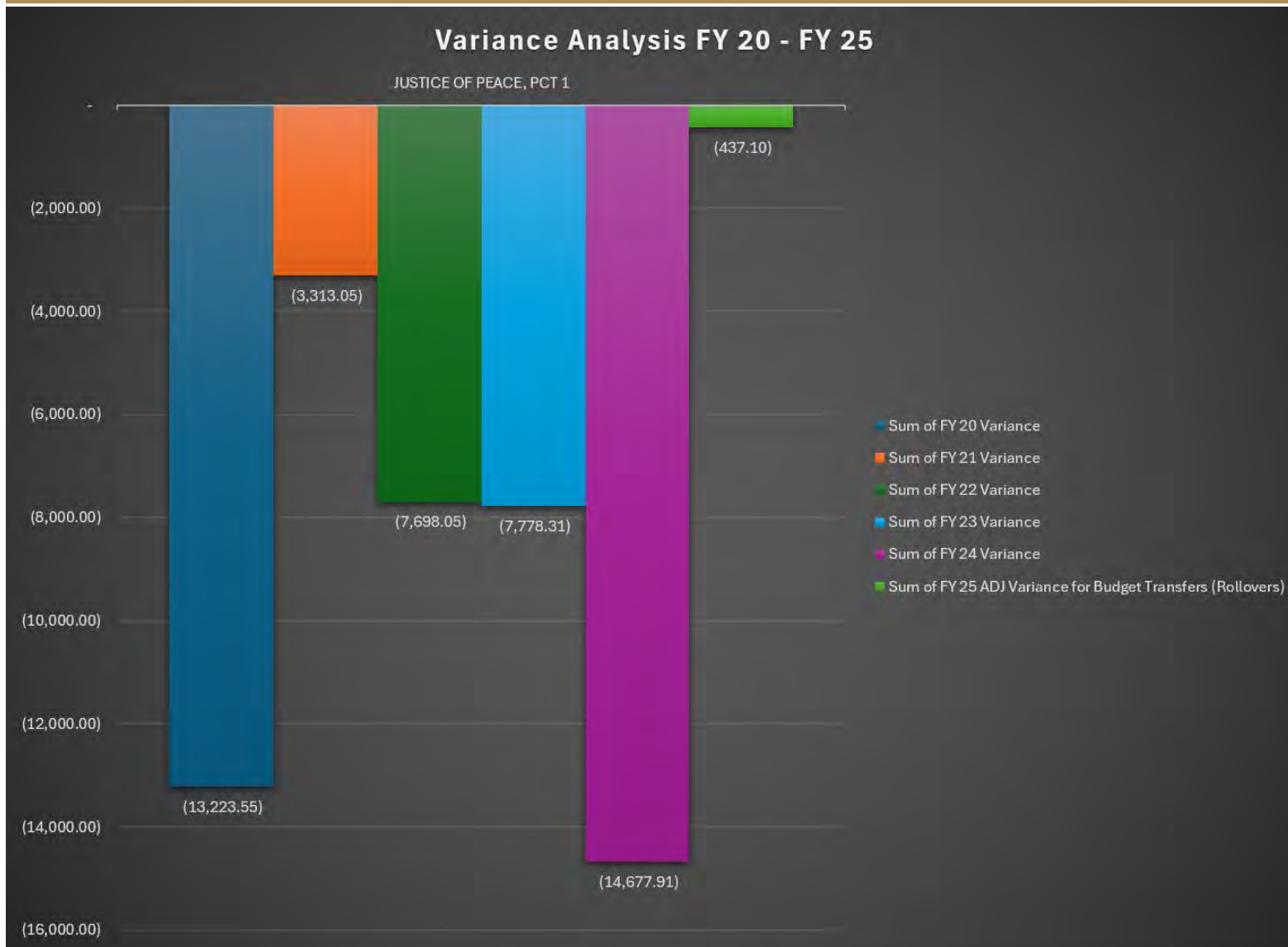
PROPOSED BUDGET

\$361,325

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Justice of the Peace, PCT 1- 455

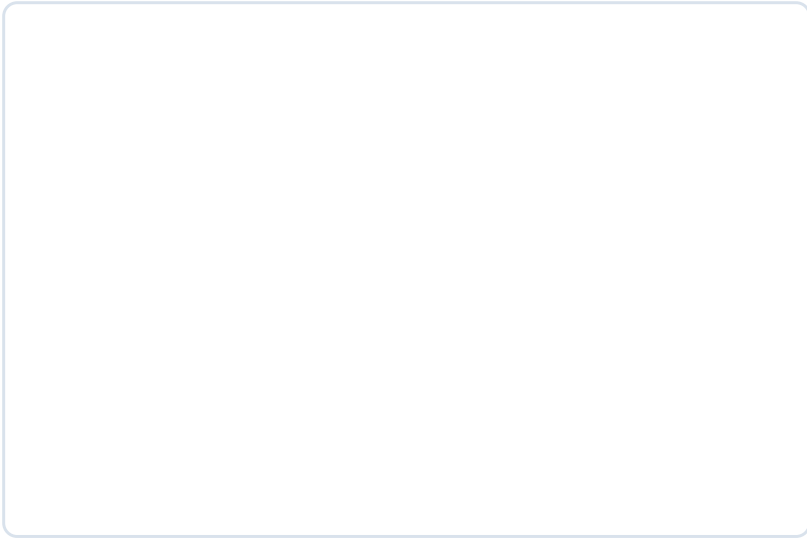
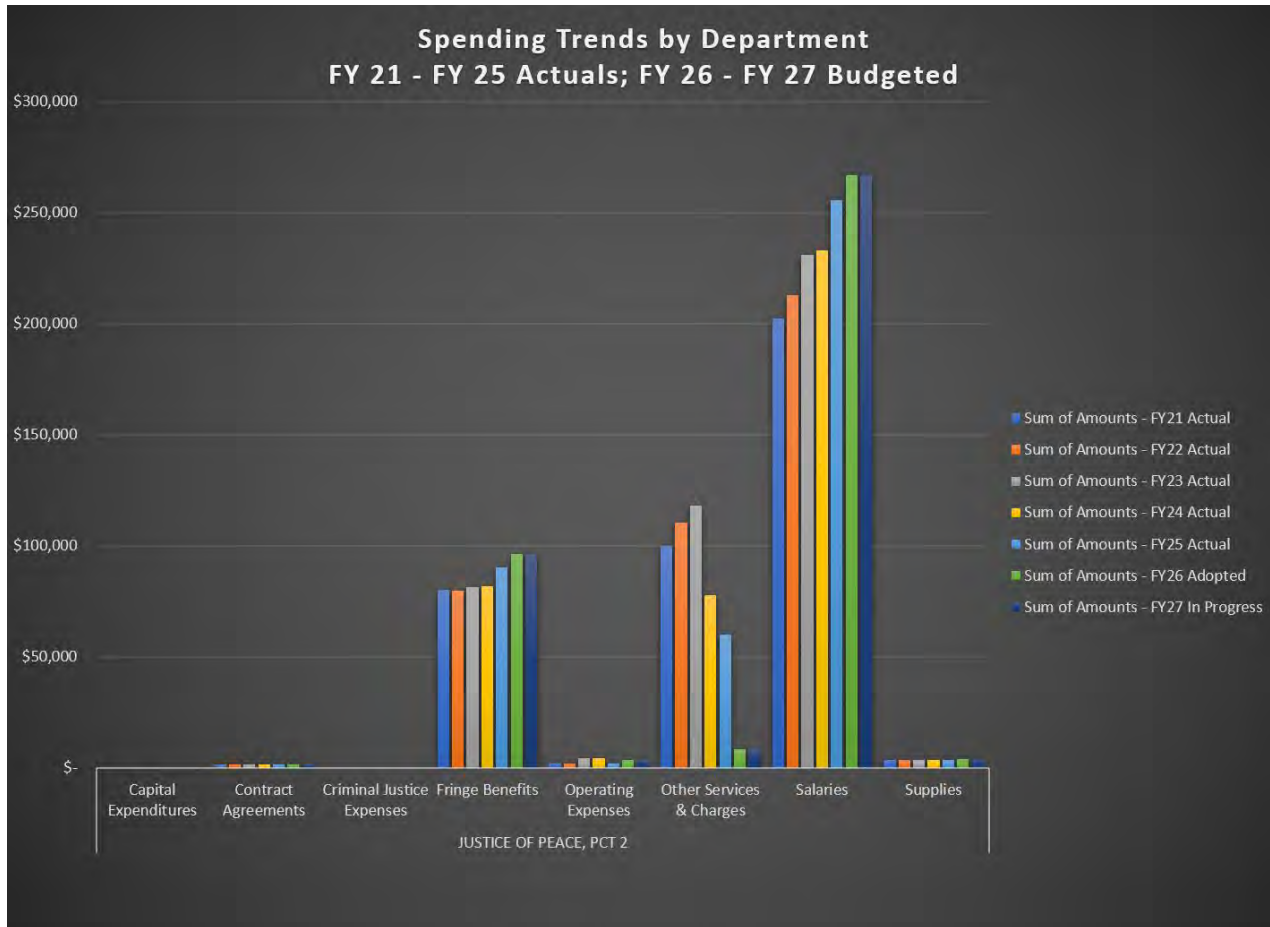


Department / Office Spotlight: Justice of Peace, PCT 2 - 456

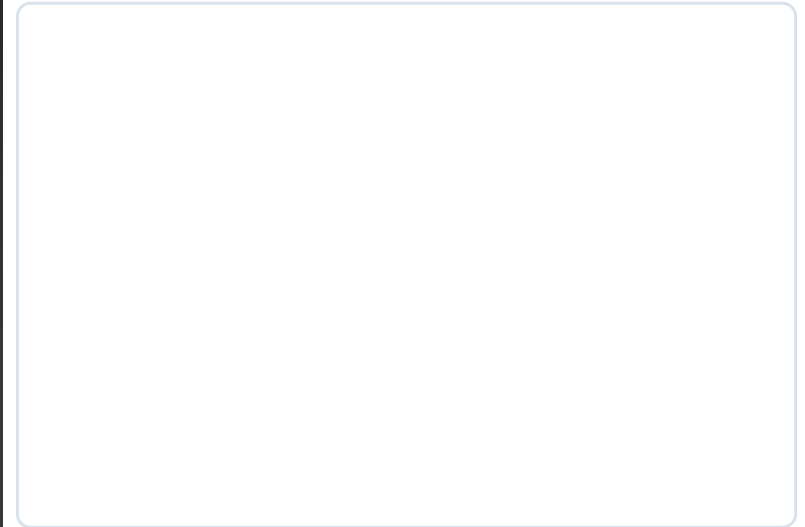
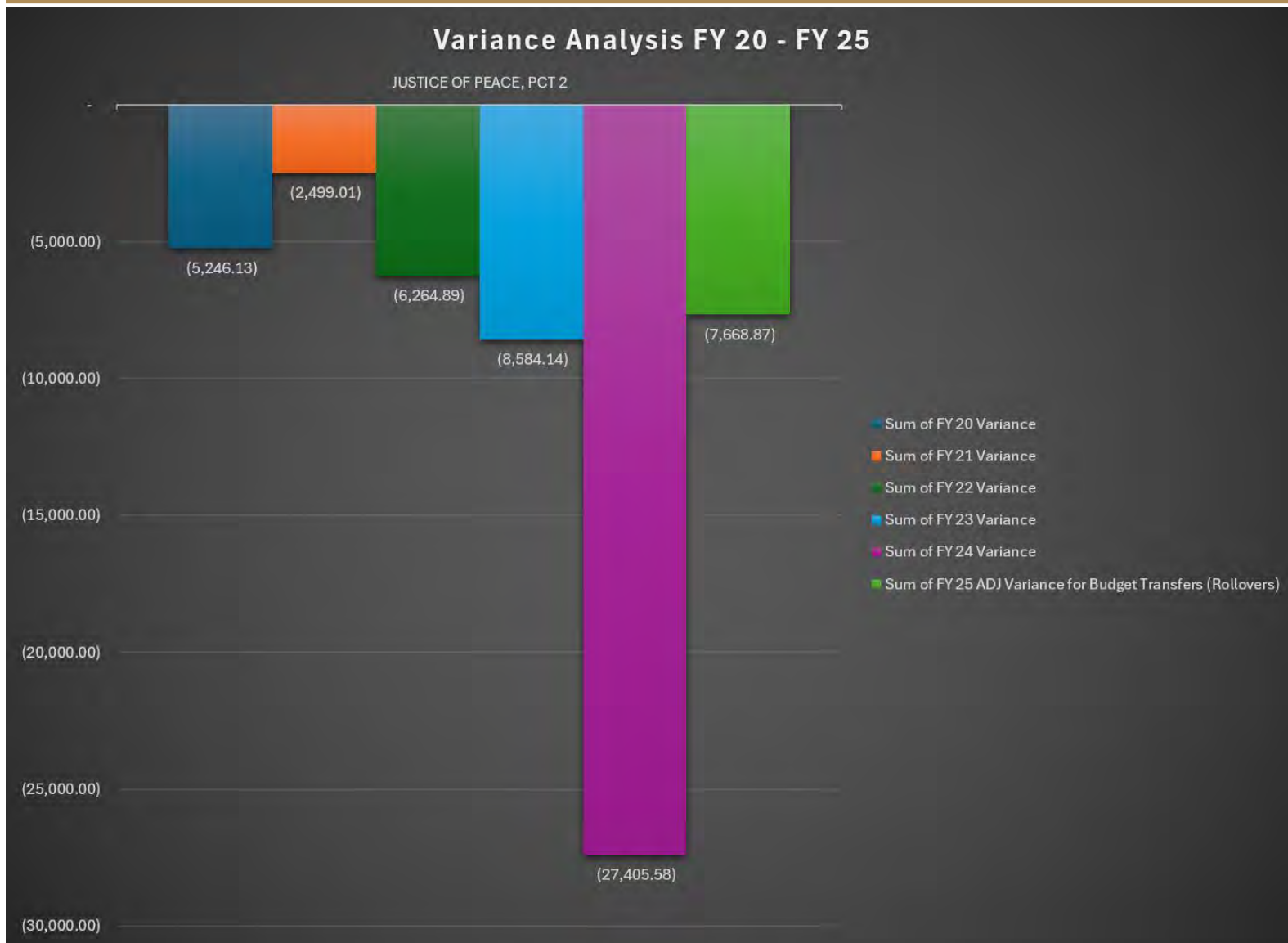
PROPOSED BUDGET

\$380,461

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Justice of the Peace, PCT 2 - 456

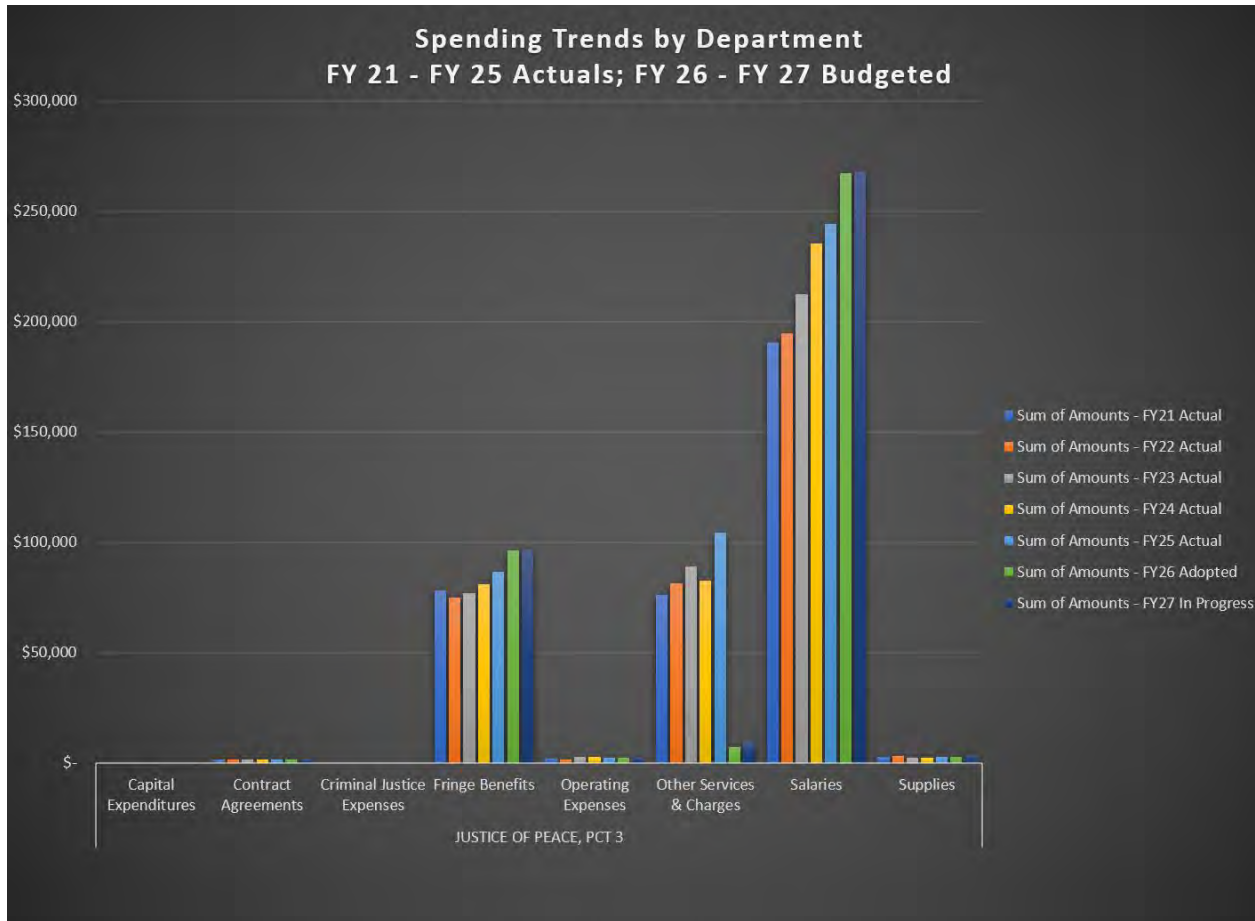


Department / Office Spotlight: Justice of Peace, PCT 3 - 457

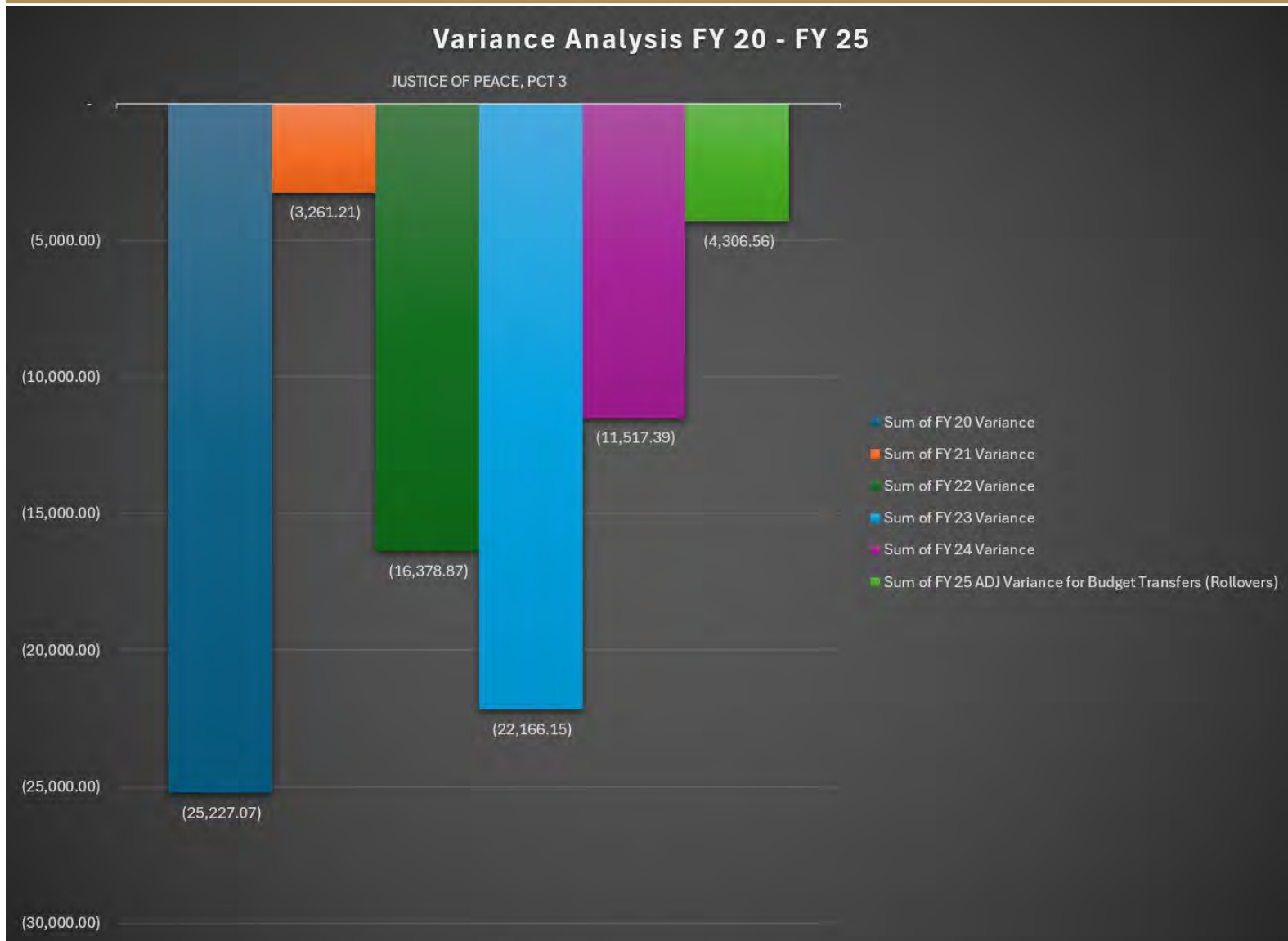
PROPOSED BUDGET

\$381,210

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Justice of the Peace, PCT 3 - 457

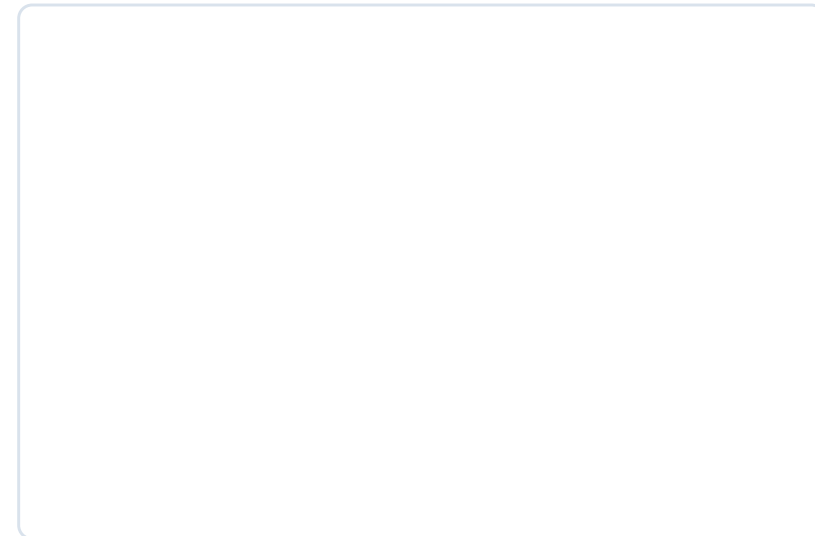
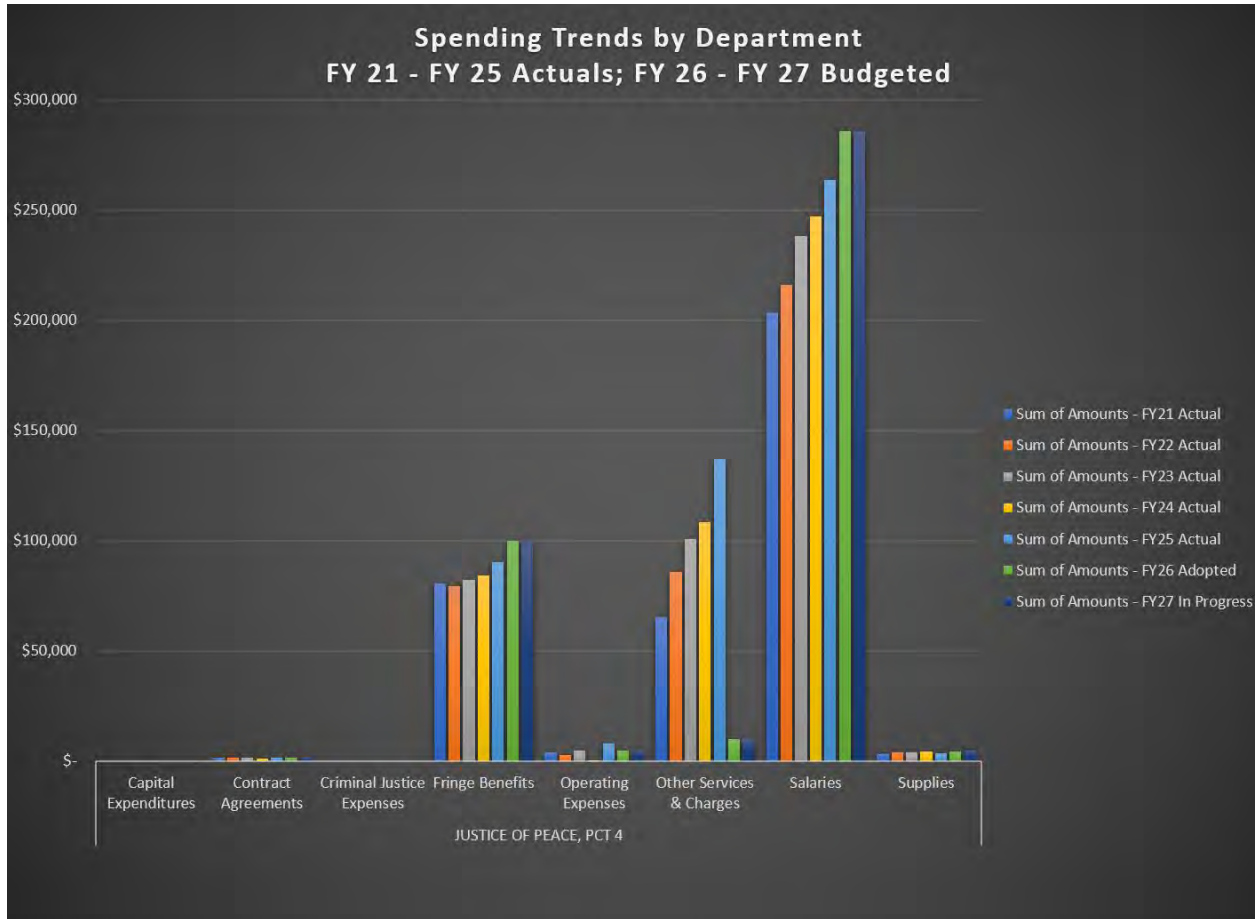


Department / Office Spotlight: Justice of Peace, PCT 4 - 458

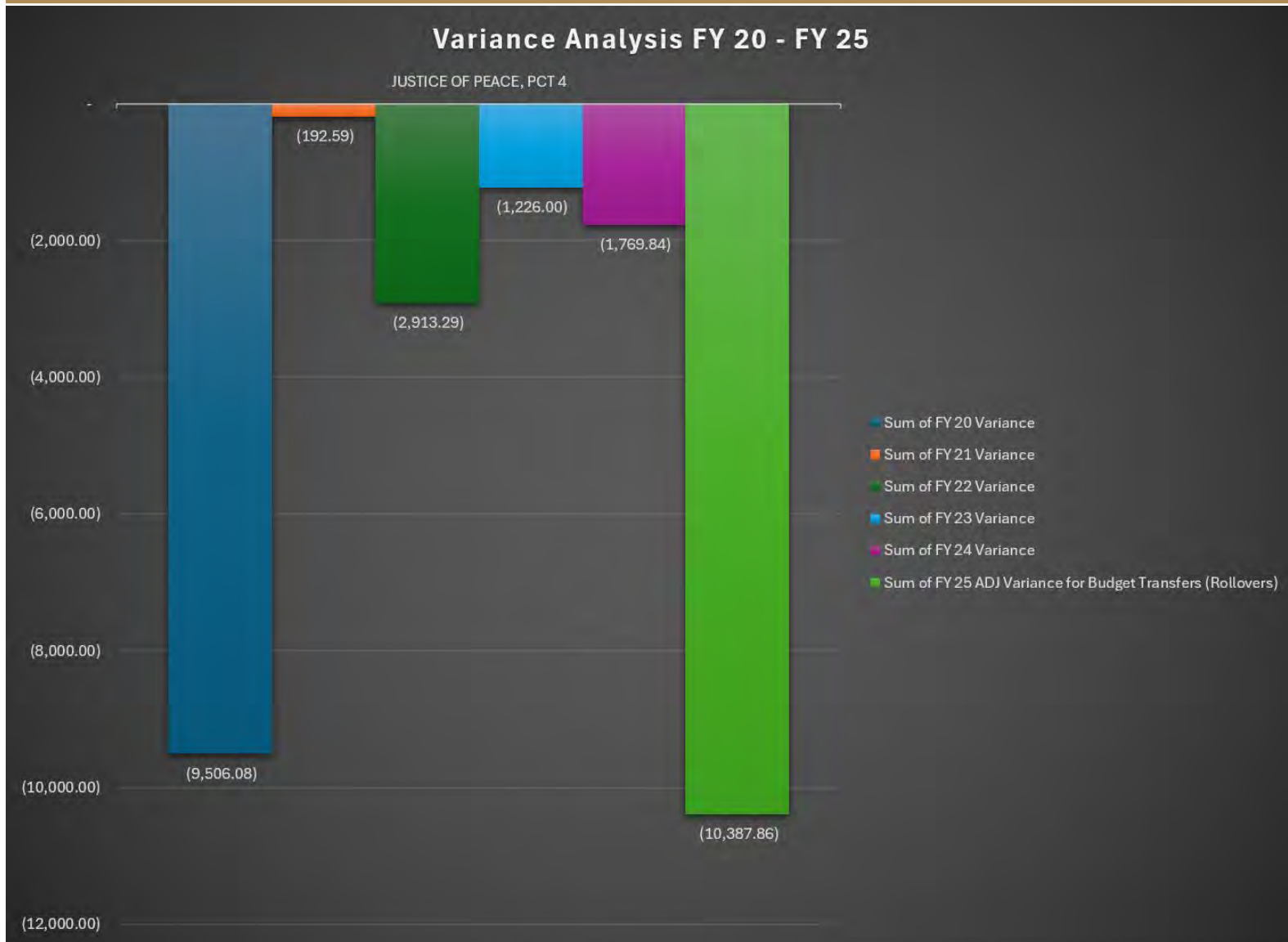
PROPOSED BUDGET

\$407,092

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Justice of the Peace, PCT 4 - 458

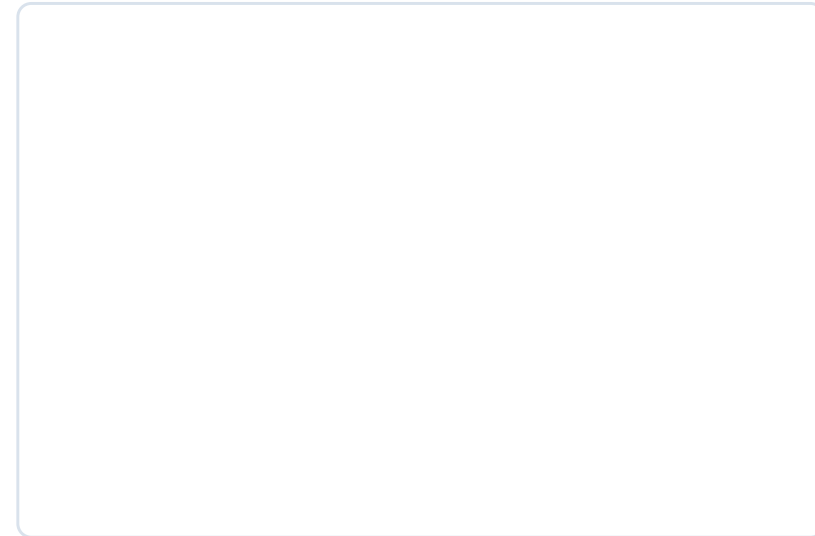
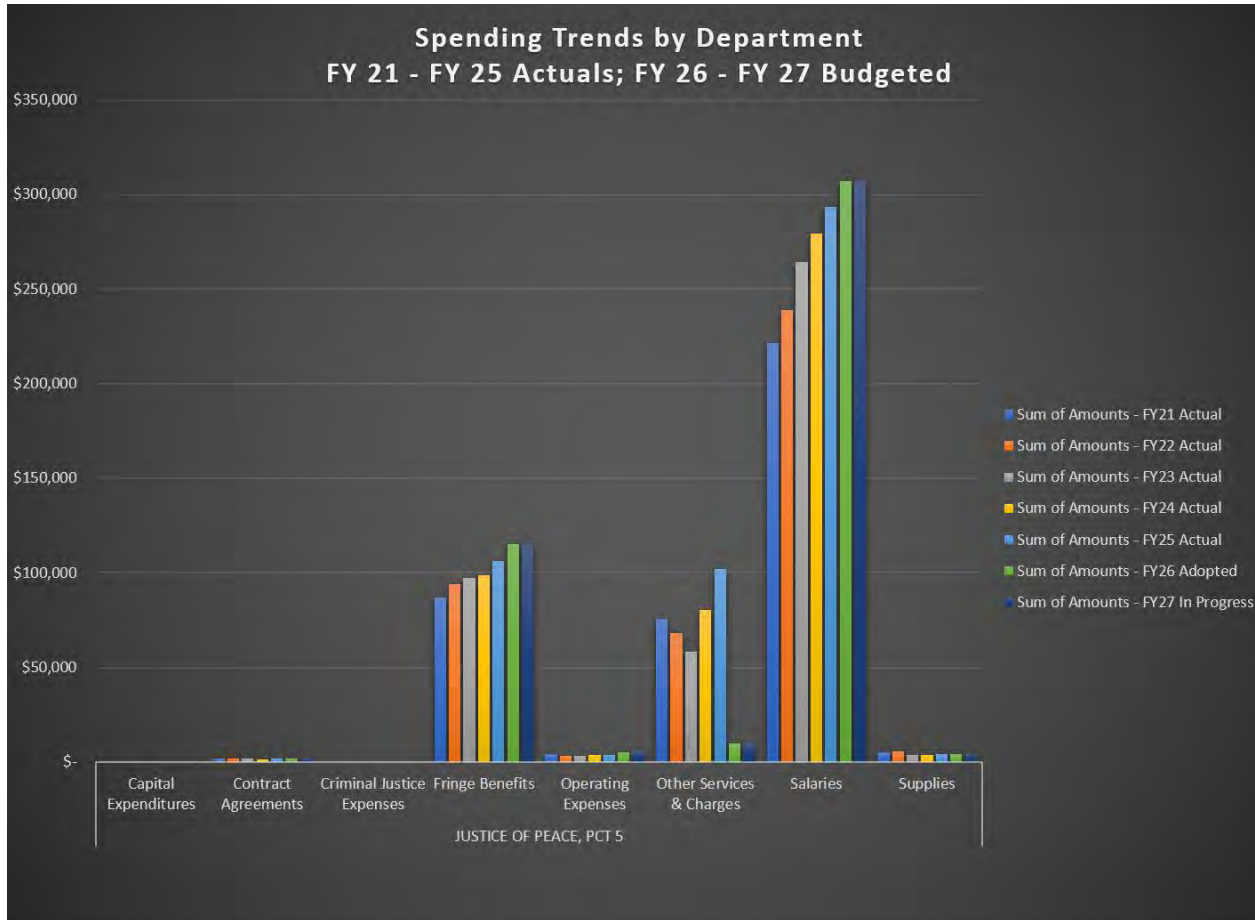


Department / Office Spotlight: Justice of Peace, PCT 5 - 459

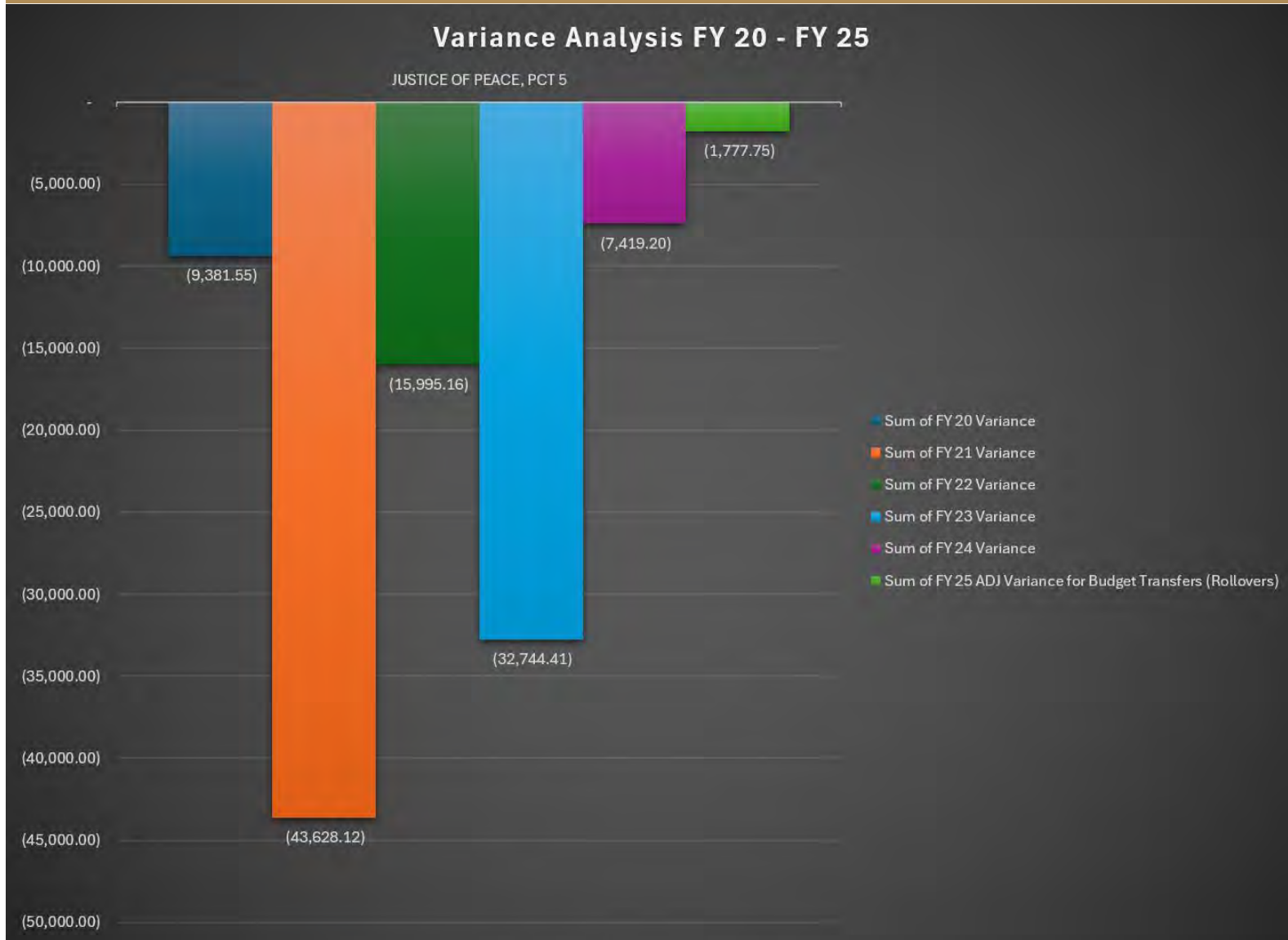
PROPOSED BUDGET

\$443,945

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Justice of the Peace, PCT 5 - 459

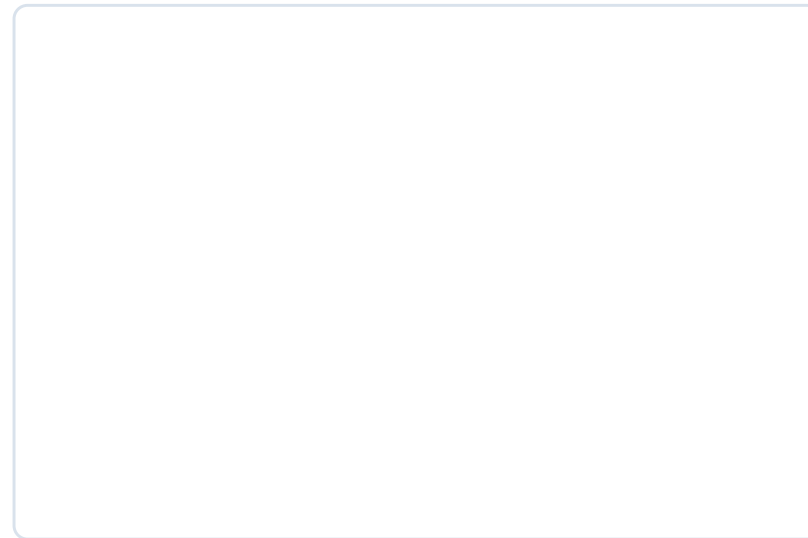
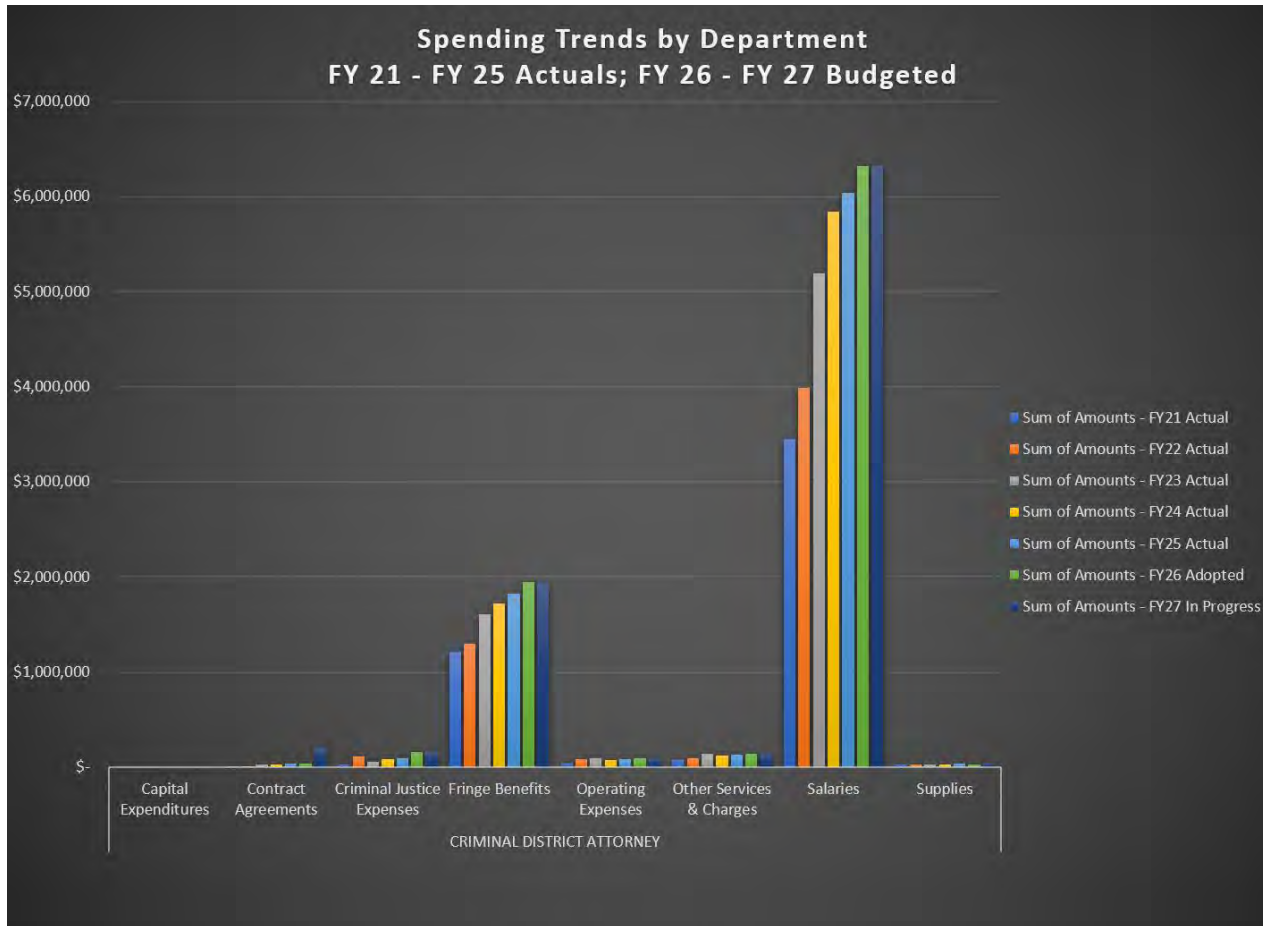


Department / Office Spotlight: Criminal District Attorney - 475

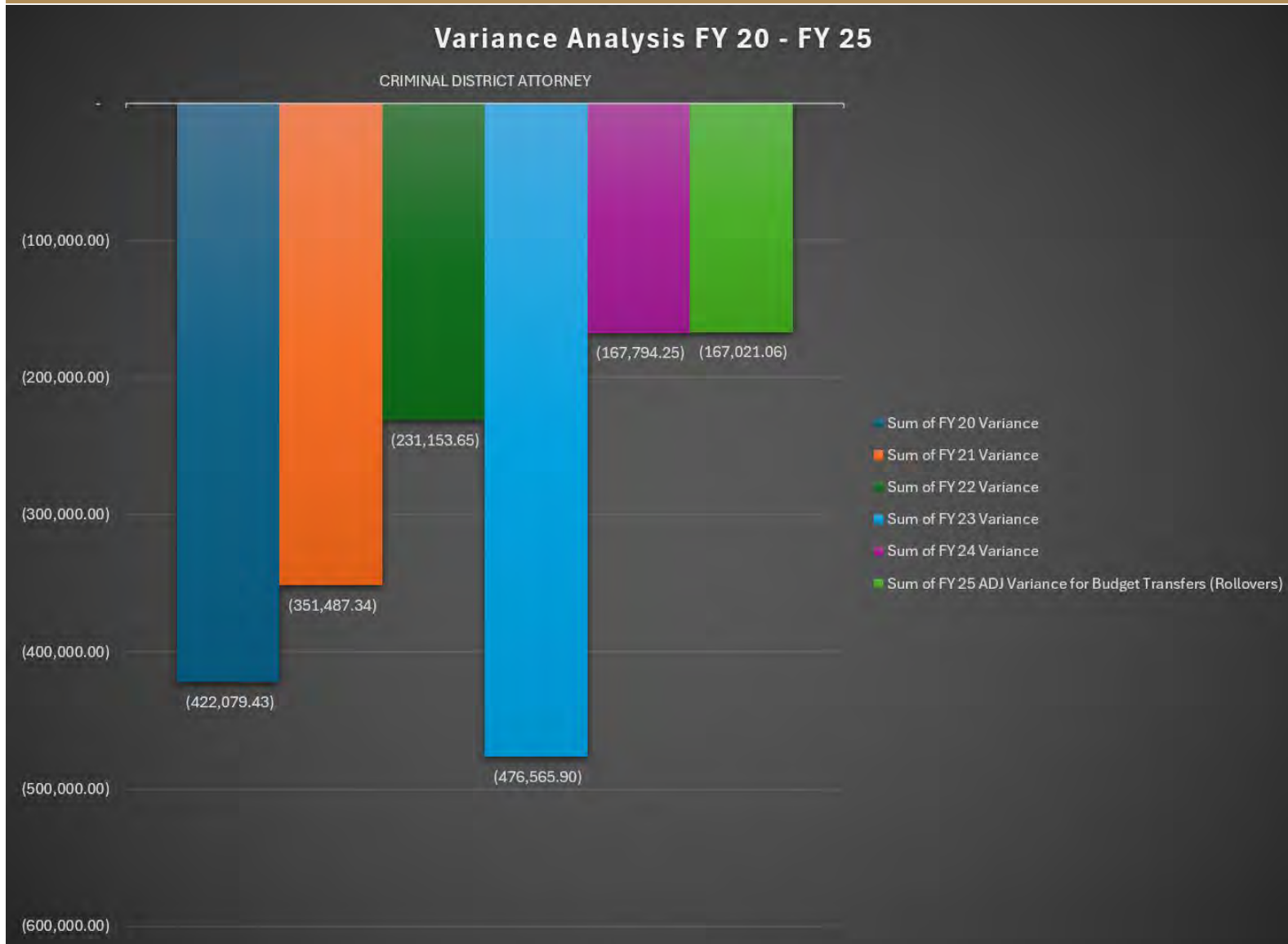
PROPOSED BUDGET

\$8,908,724

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Criminal District Attorney - 475

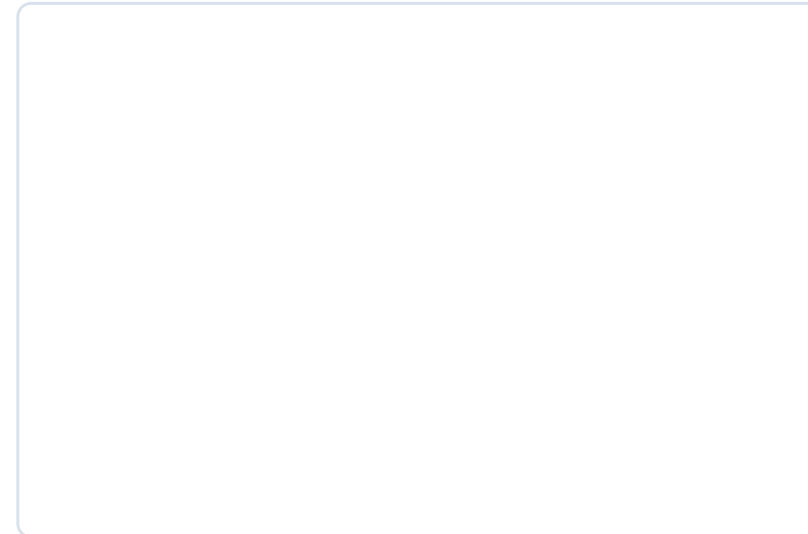
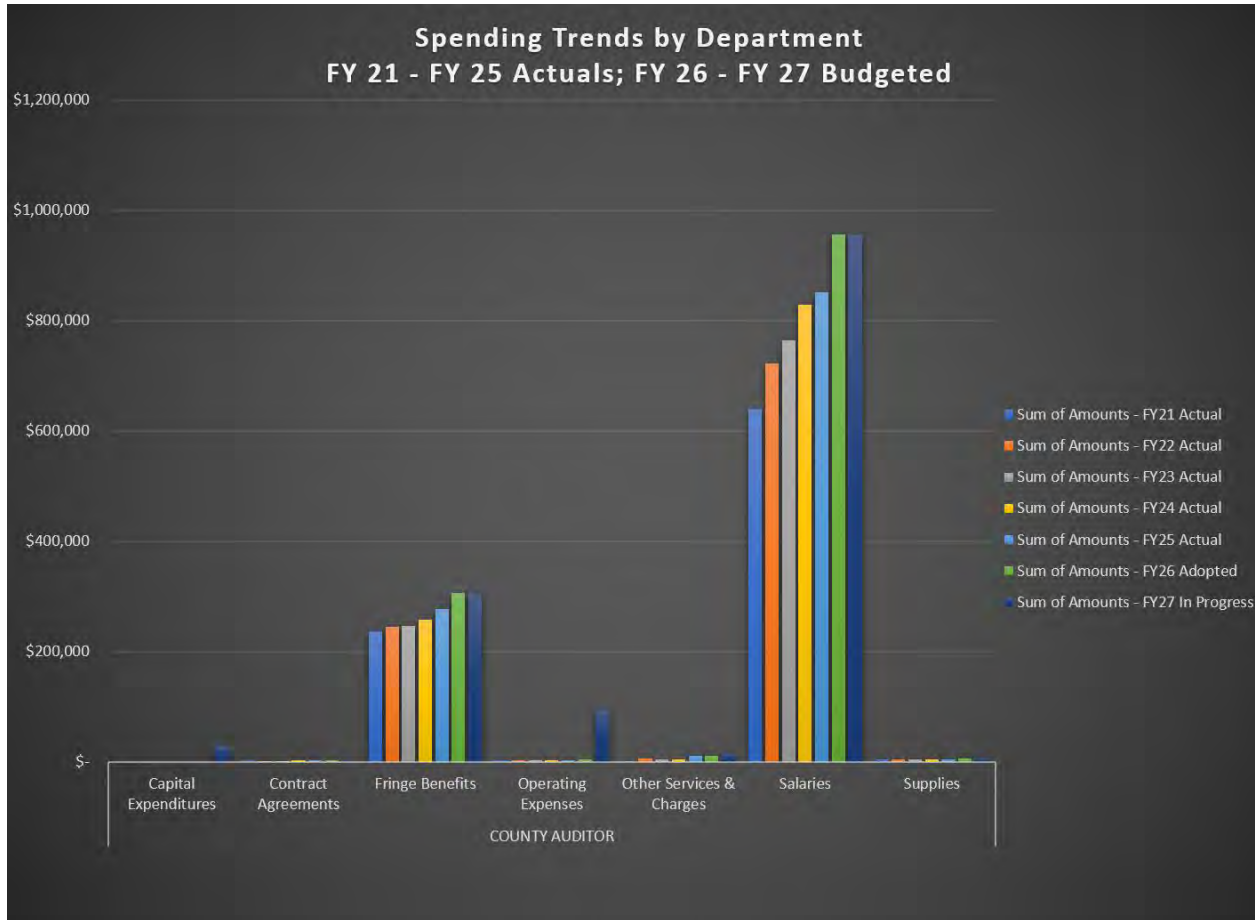


Department / Office Spotlight: County Auditor - 495

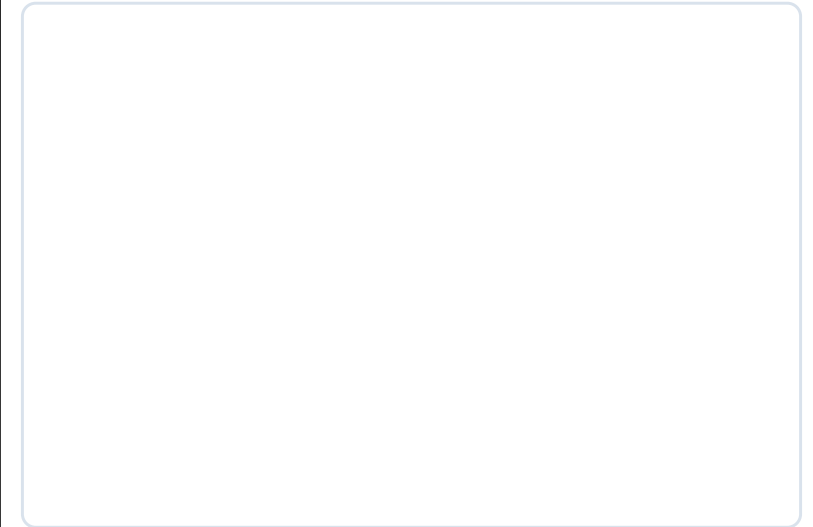
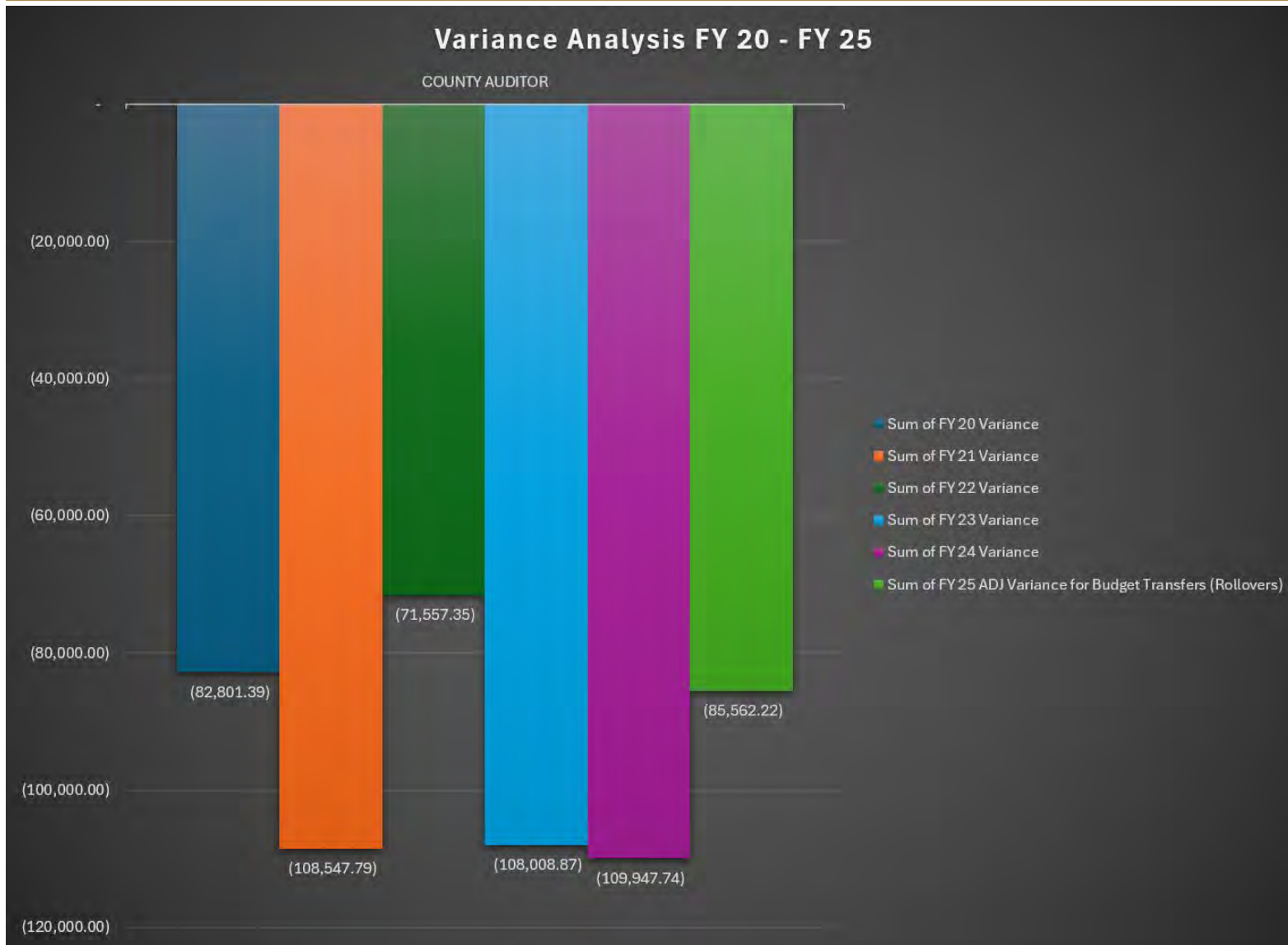
PROPOSED BUDGET

\$1,414,627

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Auditor - 495

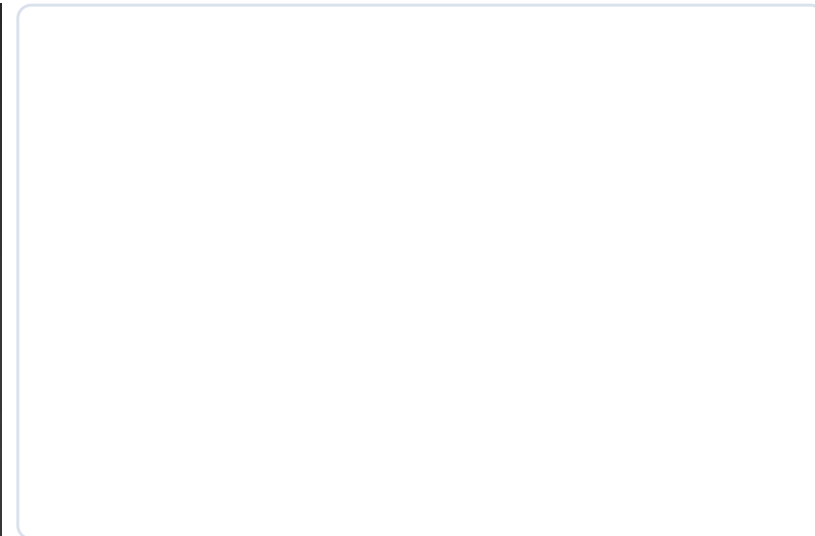
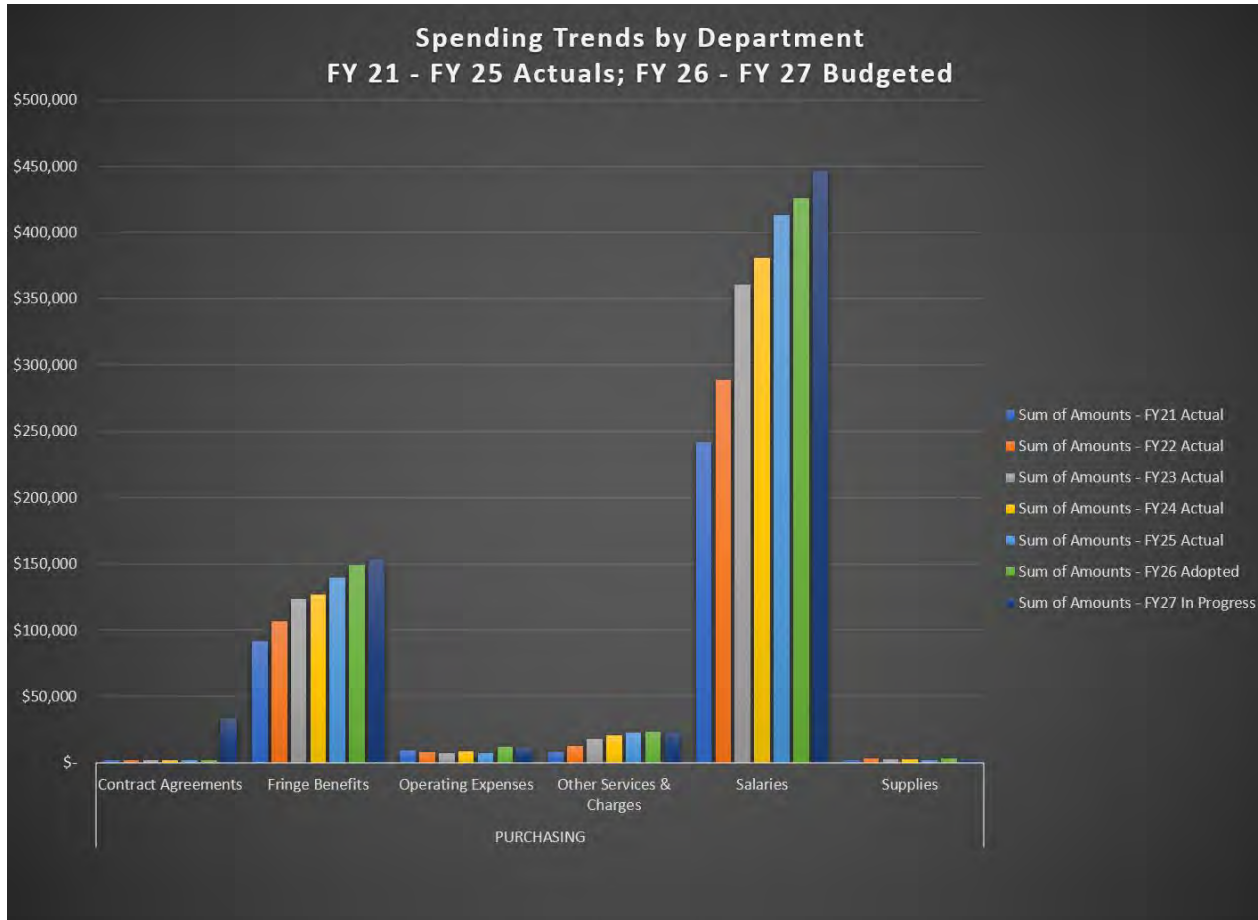


Department / Office Spotlight: Purchasing - 496

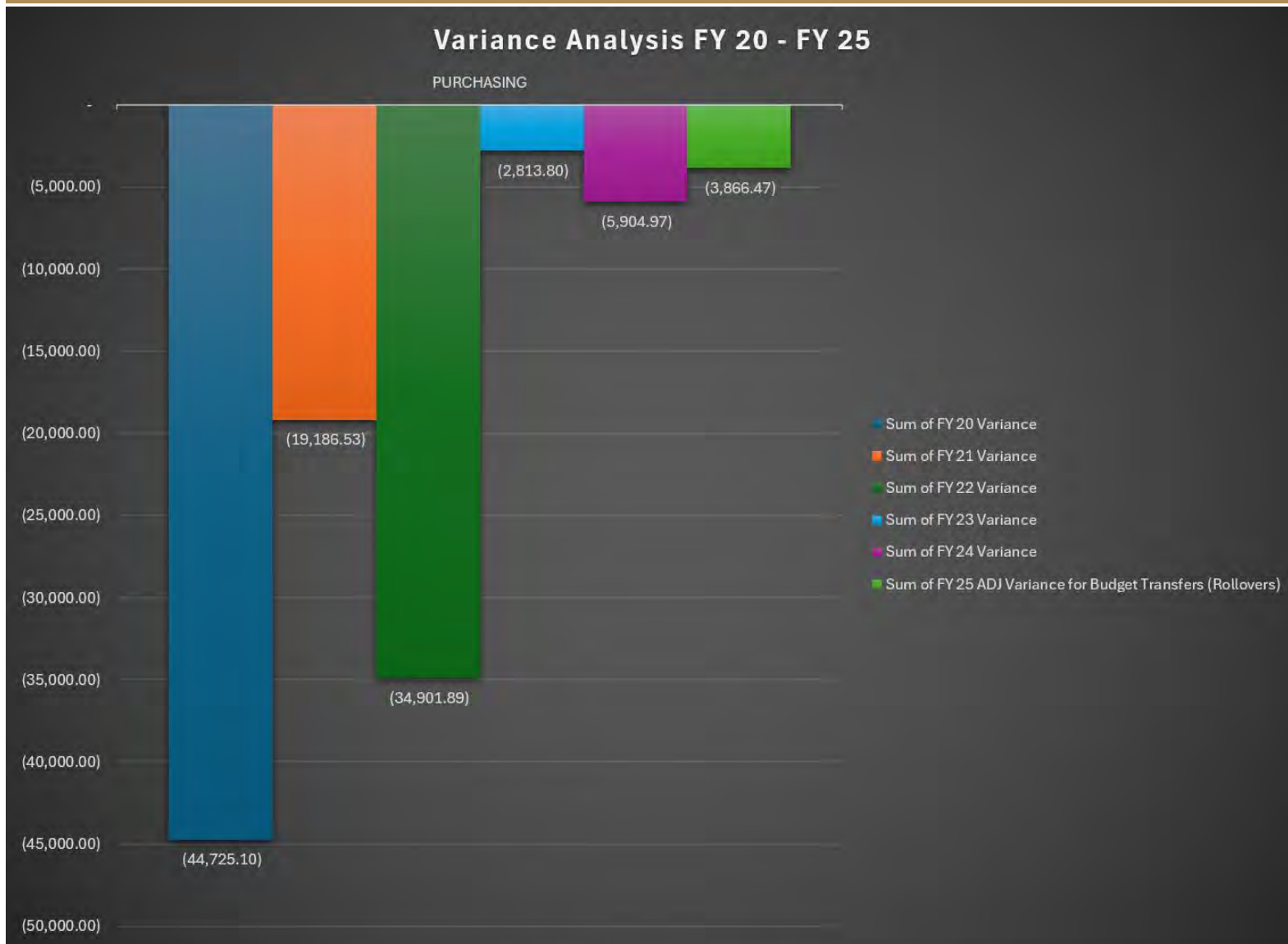
PROPOSED BUDGET

\$671,736.93

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Purchasing - 496

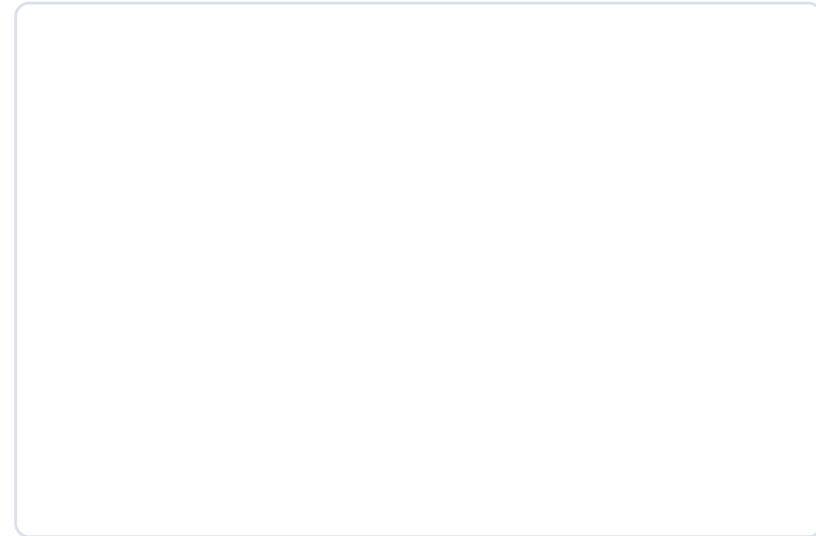
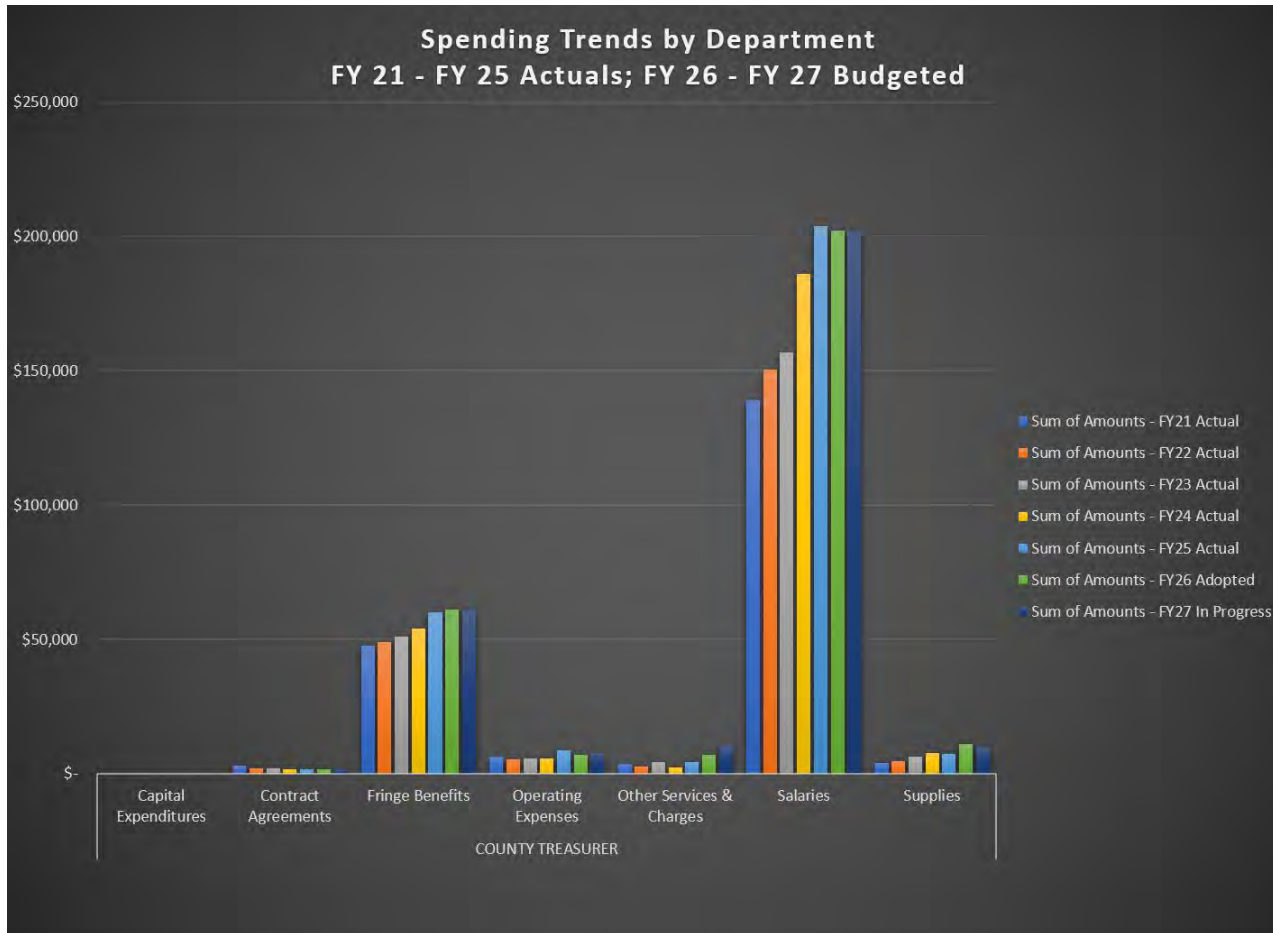


Department / Office Spotlight: County Treasurer - 497

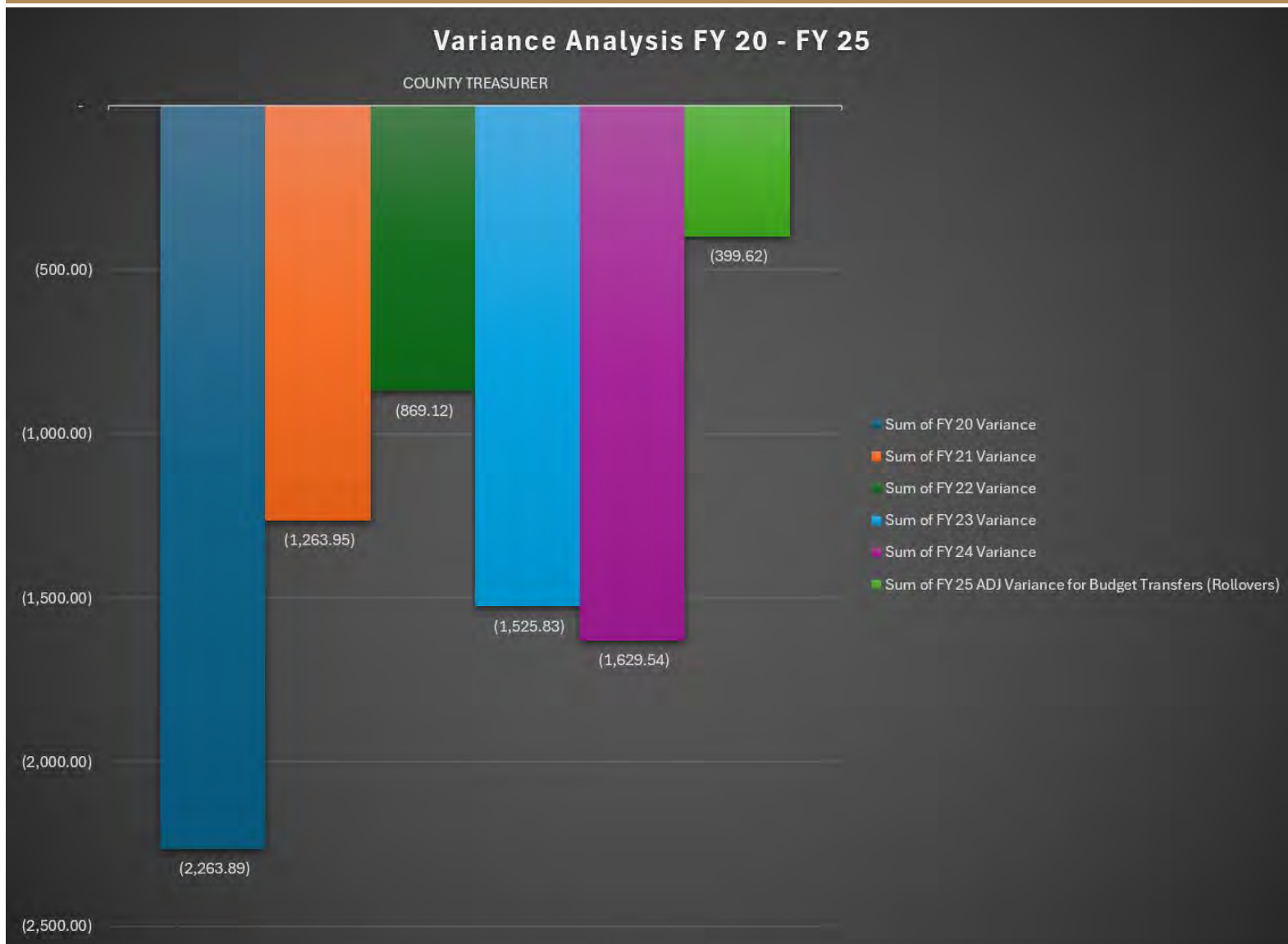
PROPOSED BUDGET

\$293,287

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: County Treasurer - 497

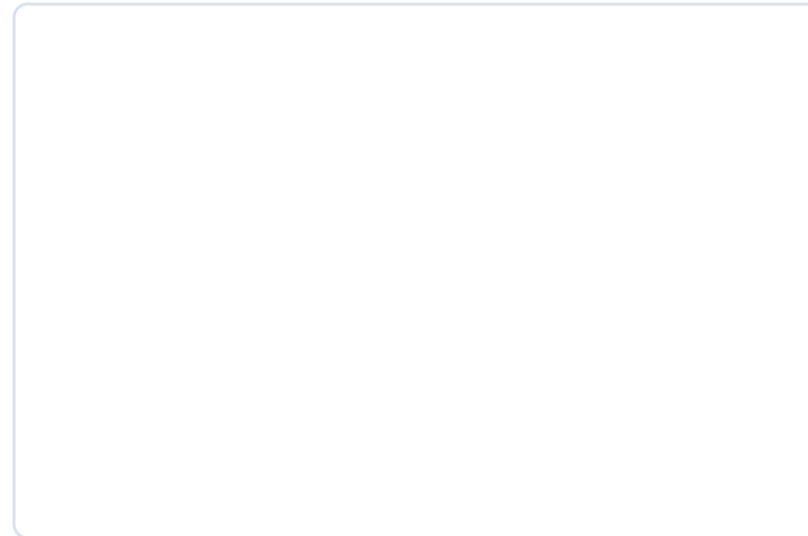
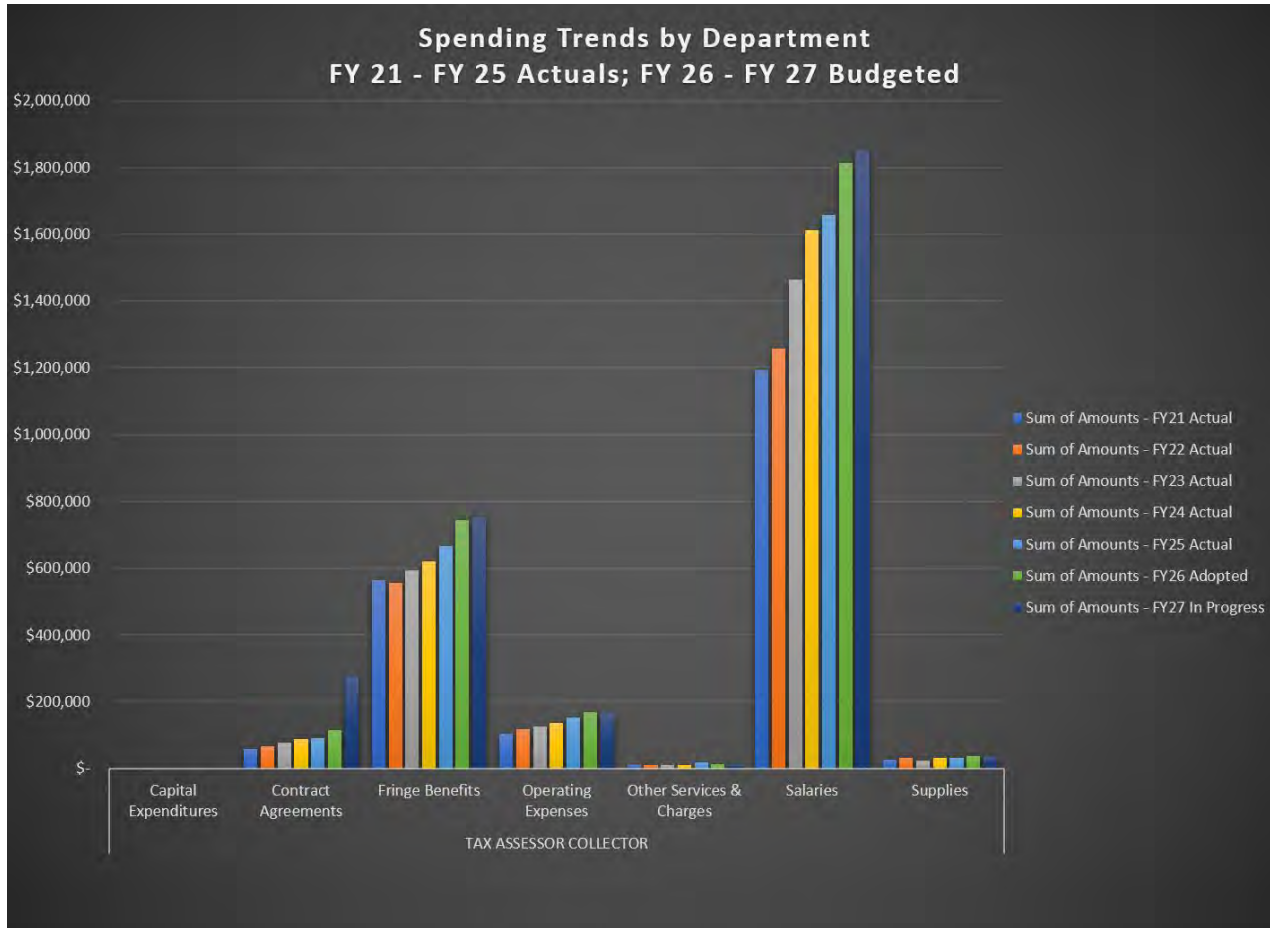


Department / Office Spotlight: Tax Assessor Collector - 499

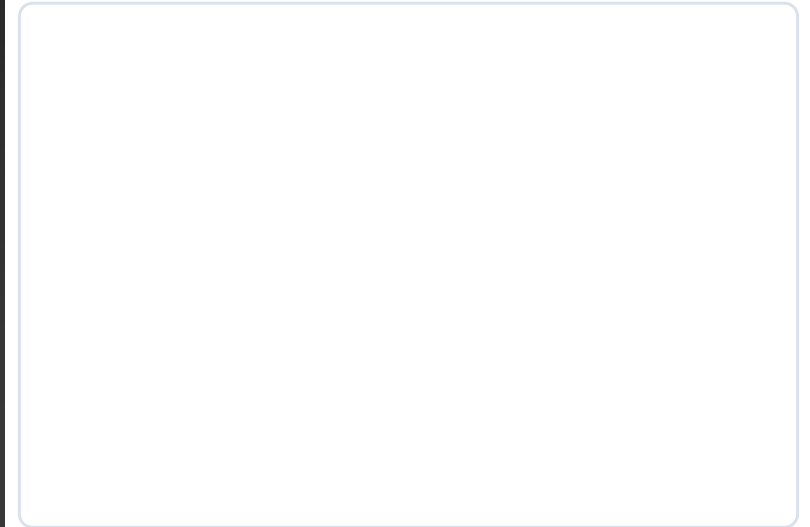
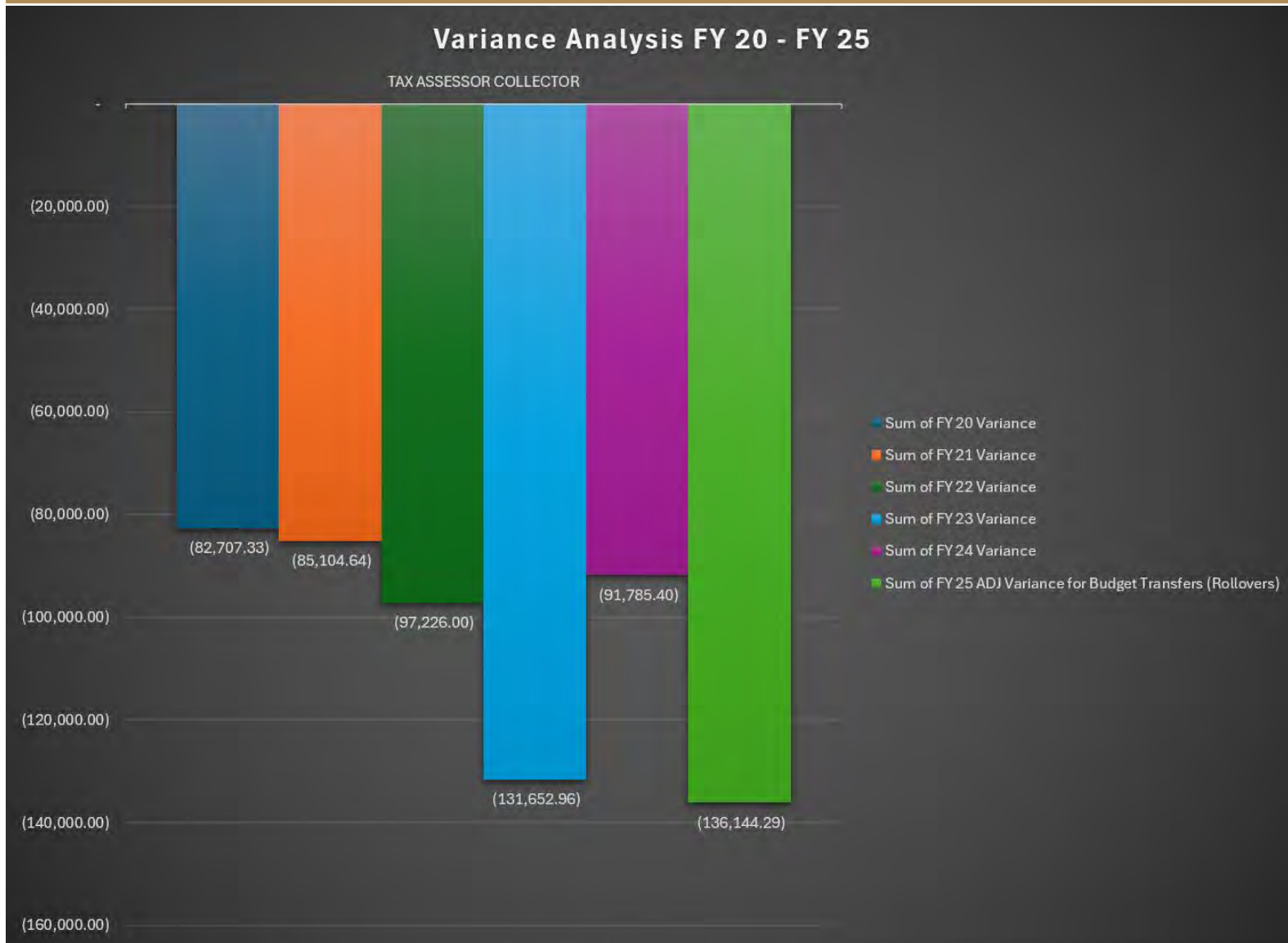
PROPOSED BUDGET

\$3,102,303

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Tax Assessor Collector - 499

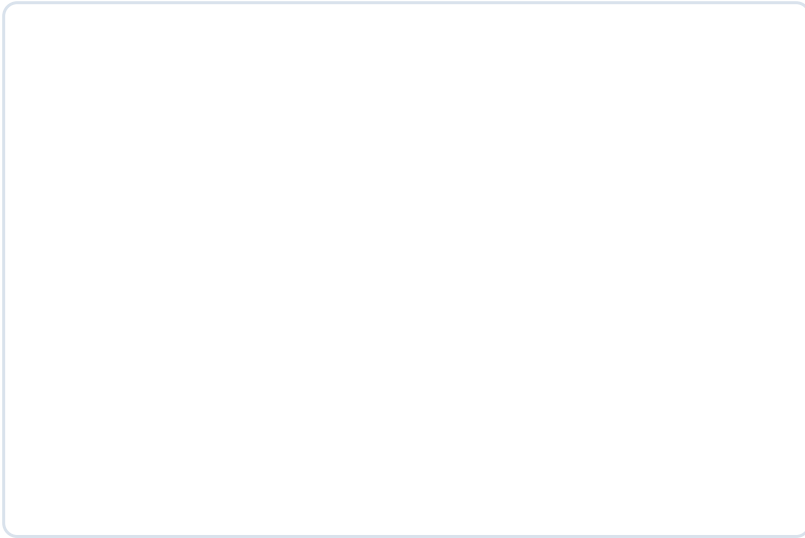
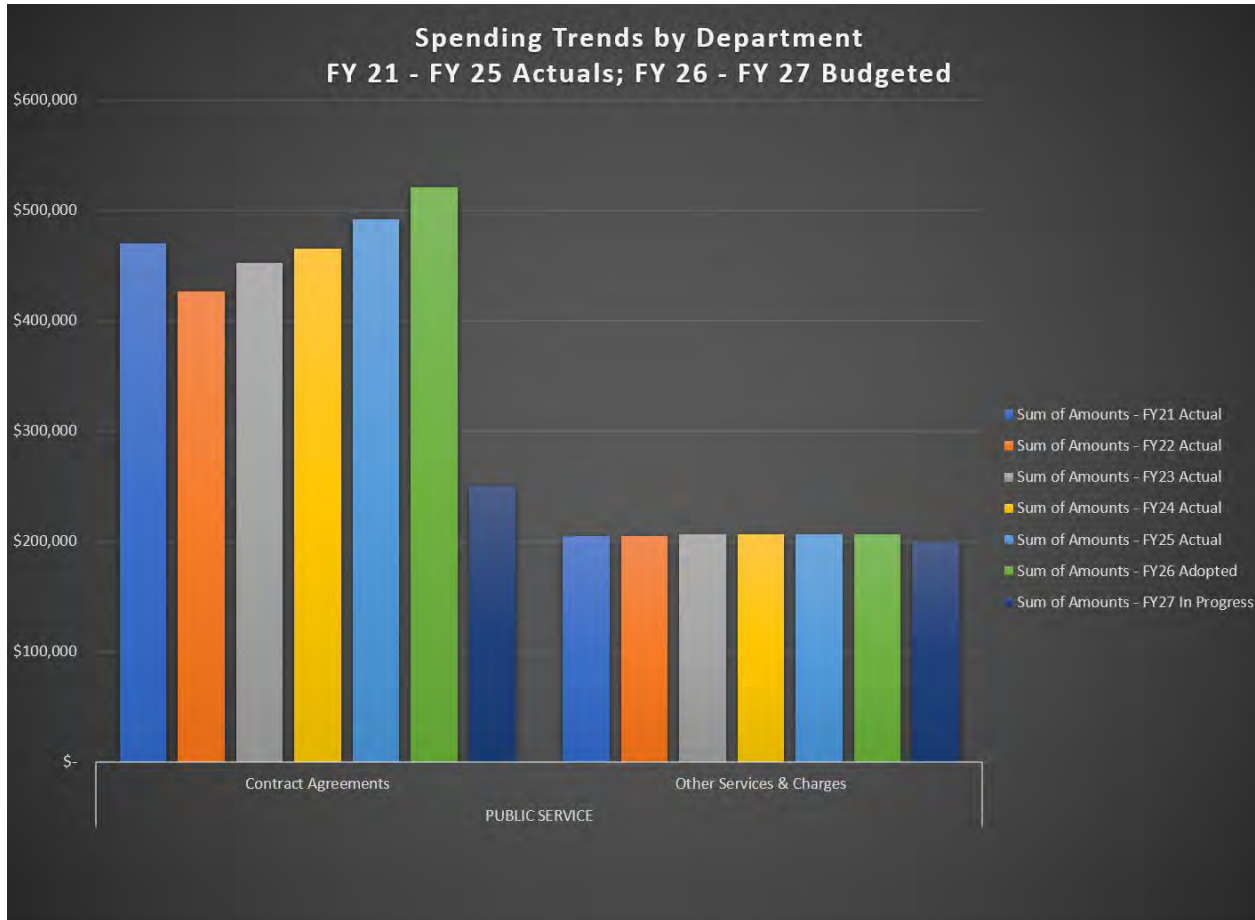


Department / Office Spotlight: Public Service - 515

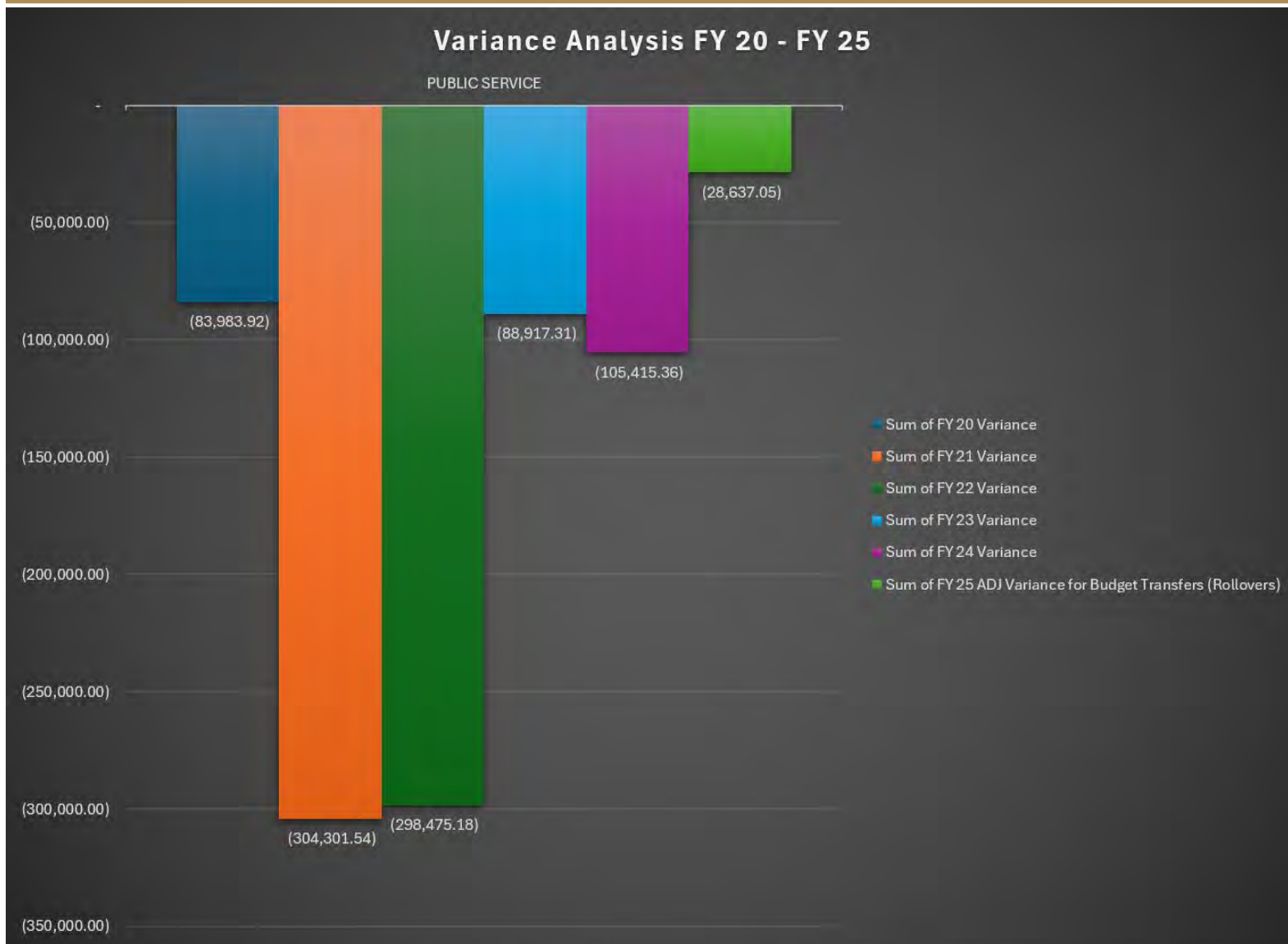
PROPOSED BUDGET

\$450,000

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Public Service - 515

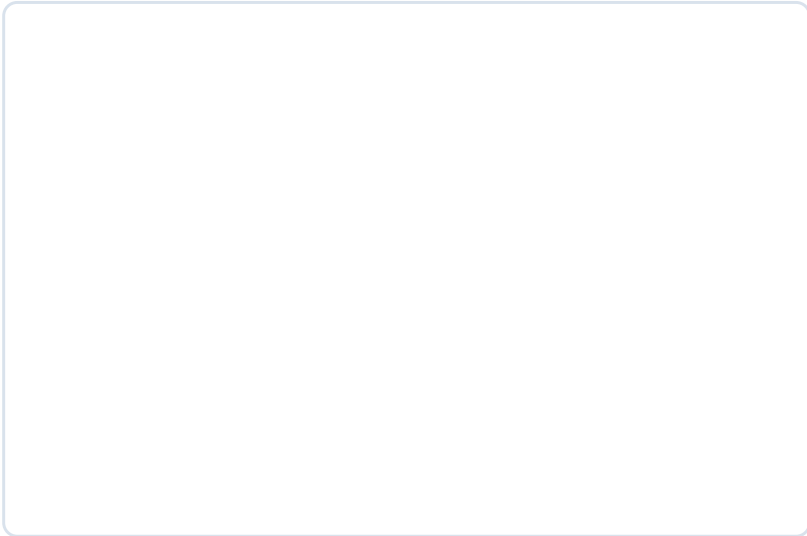
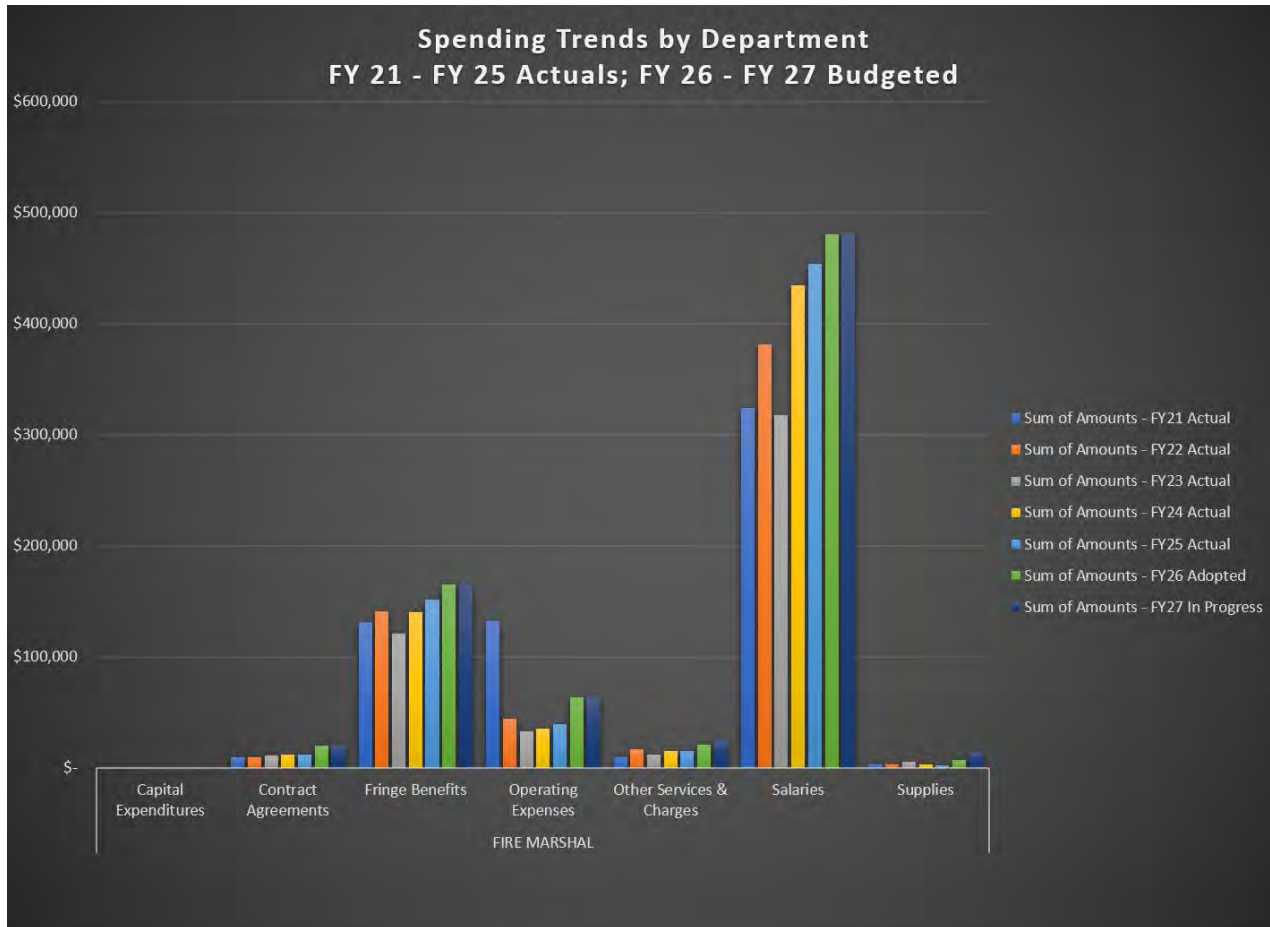


Department / Office Spotlight: Fire Marshal - 543

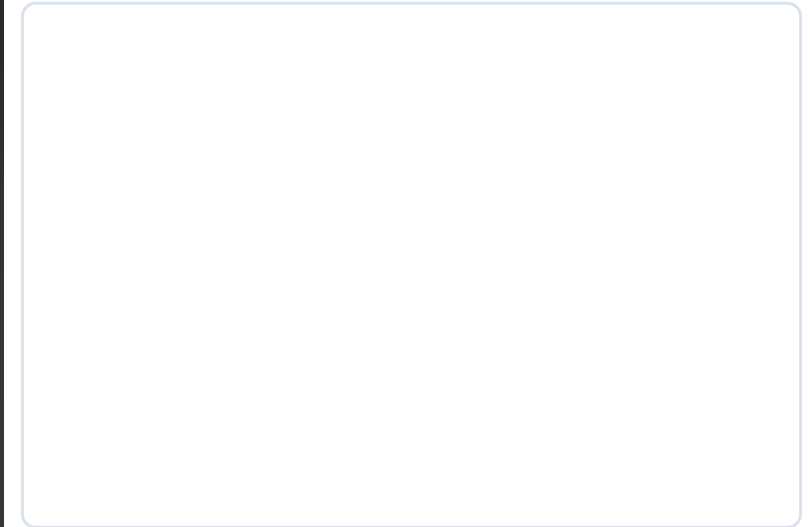
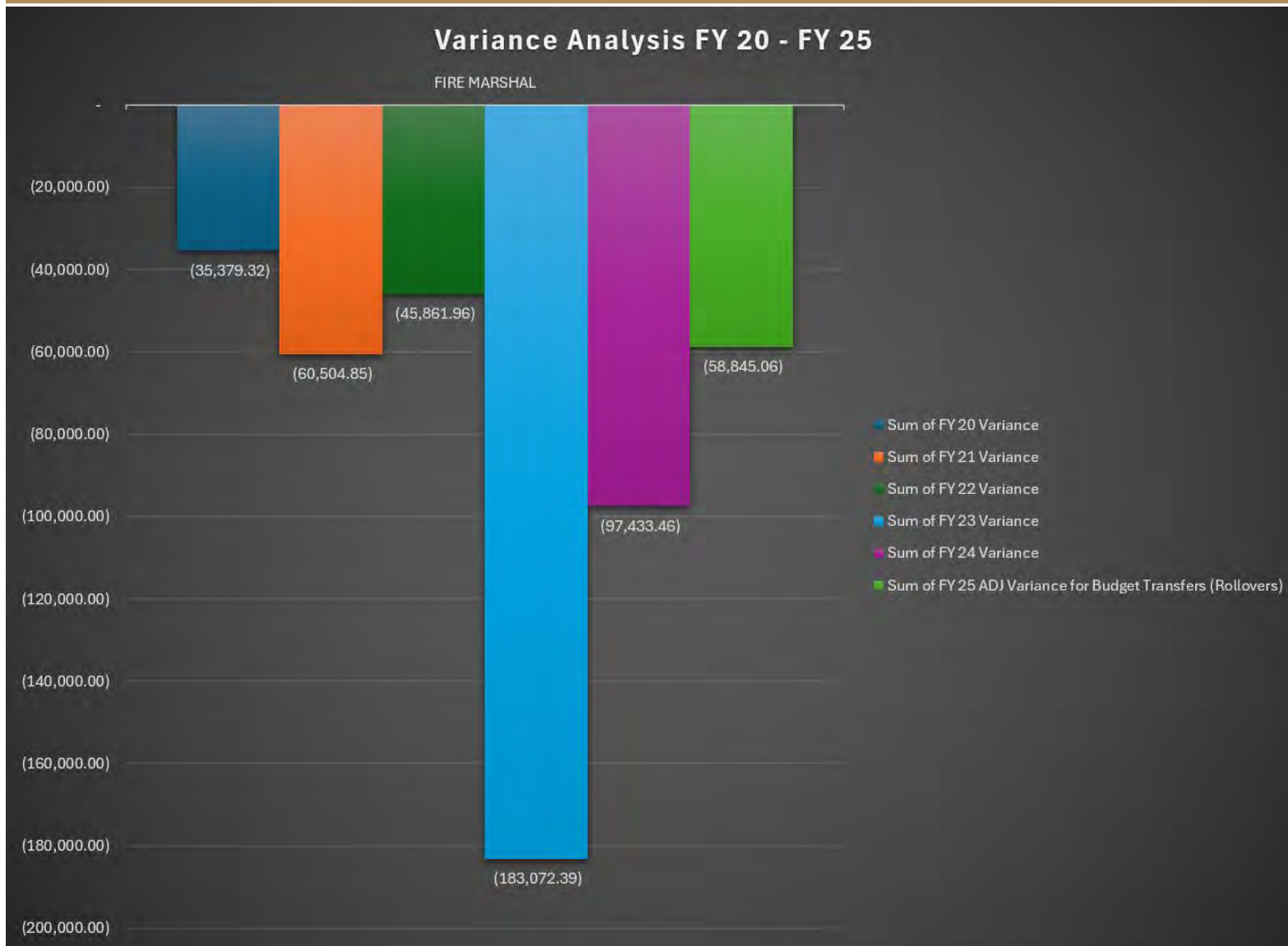
PROPOSED BUDGET

\$772,933.76

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Fire Marshal - 543

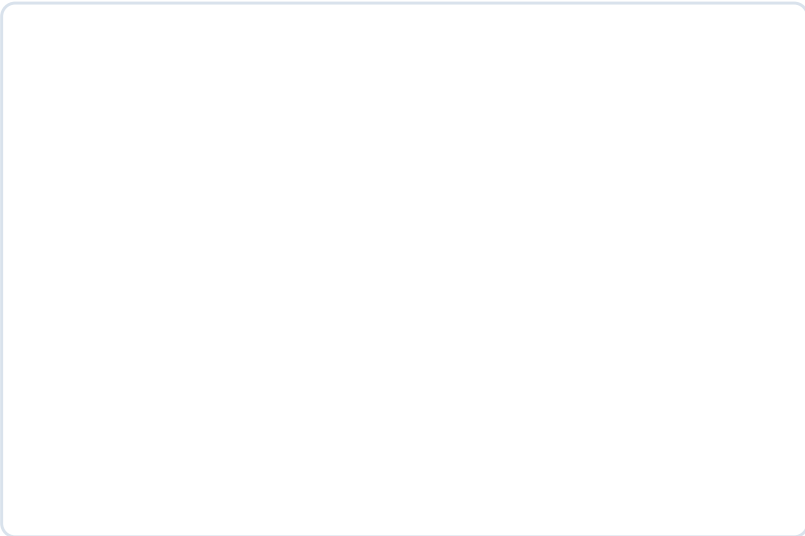
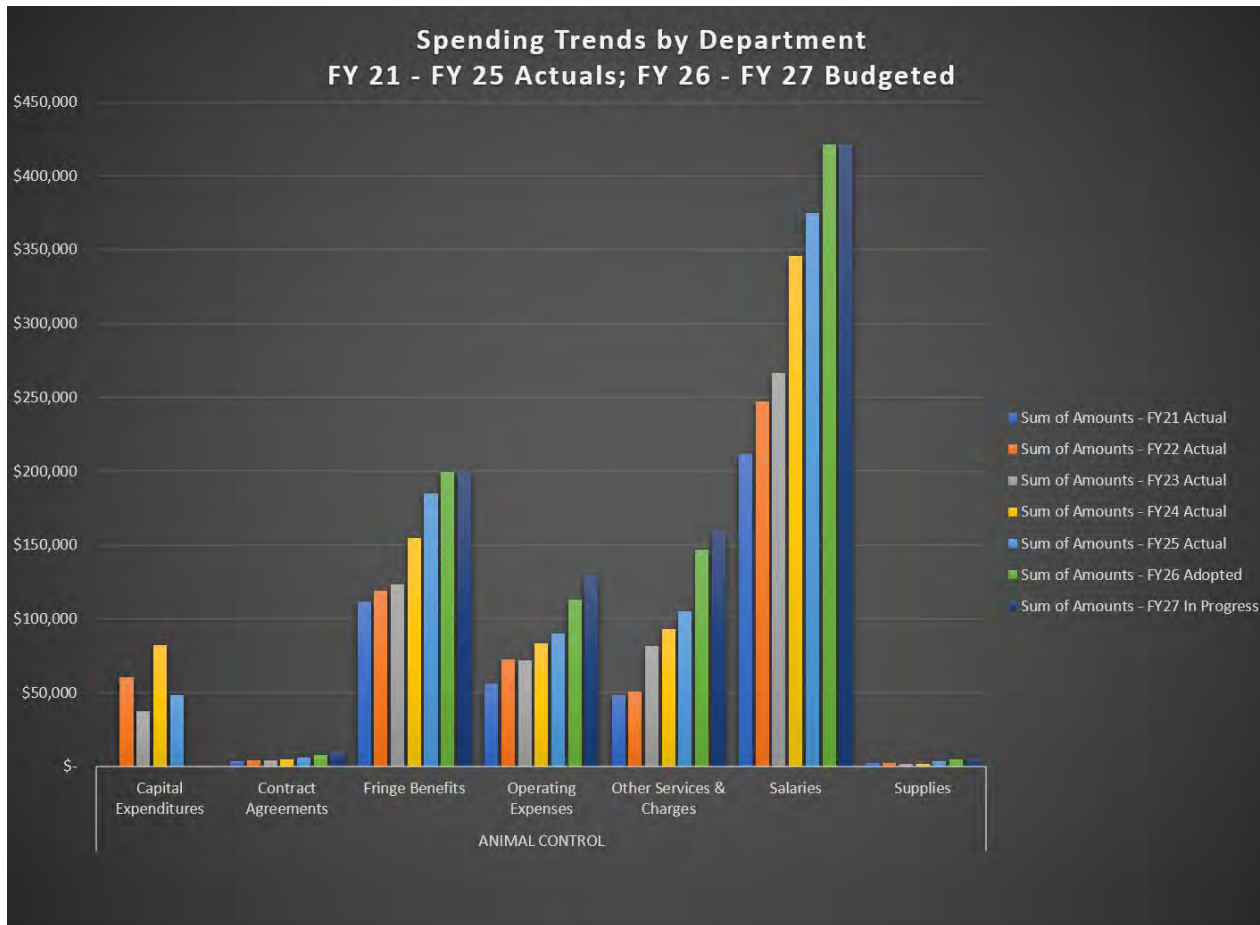


Department / Office Spotlight: Animal Control - 545

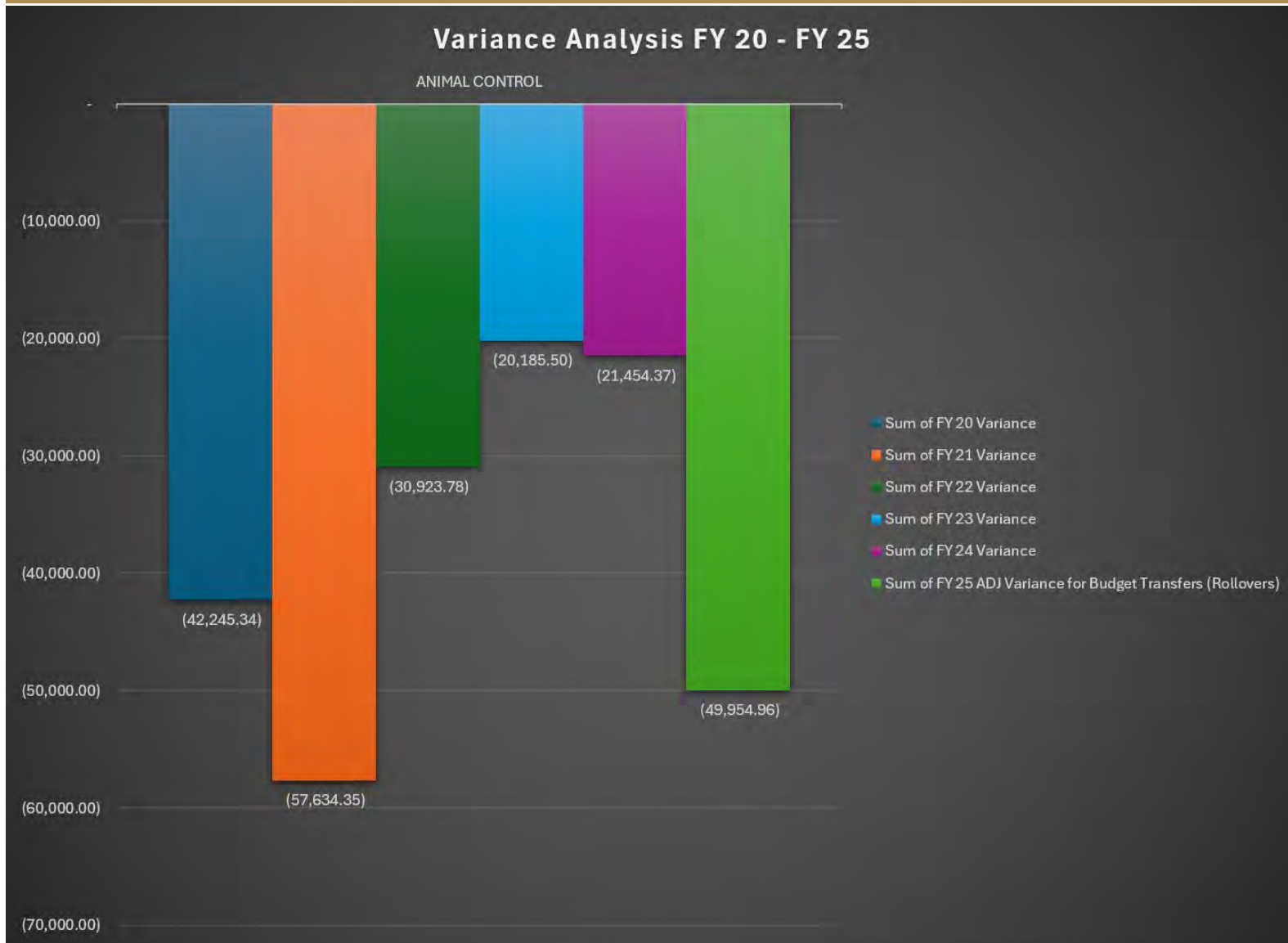
PROPOSED BUDGET

\$925,506

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Animal Control - 545

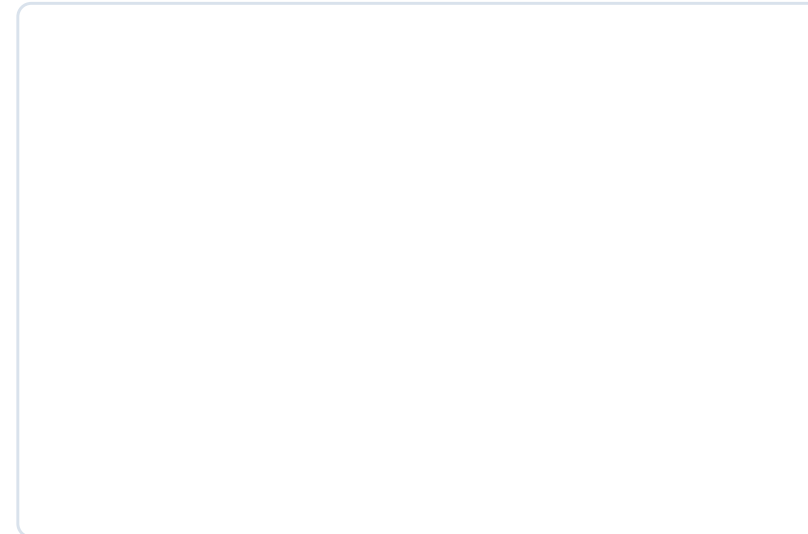
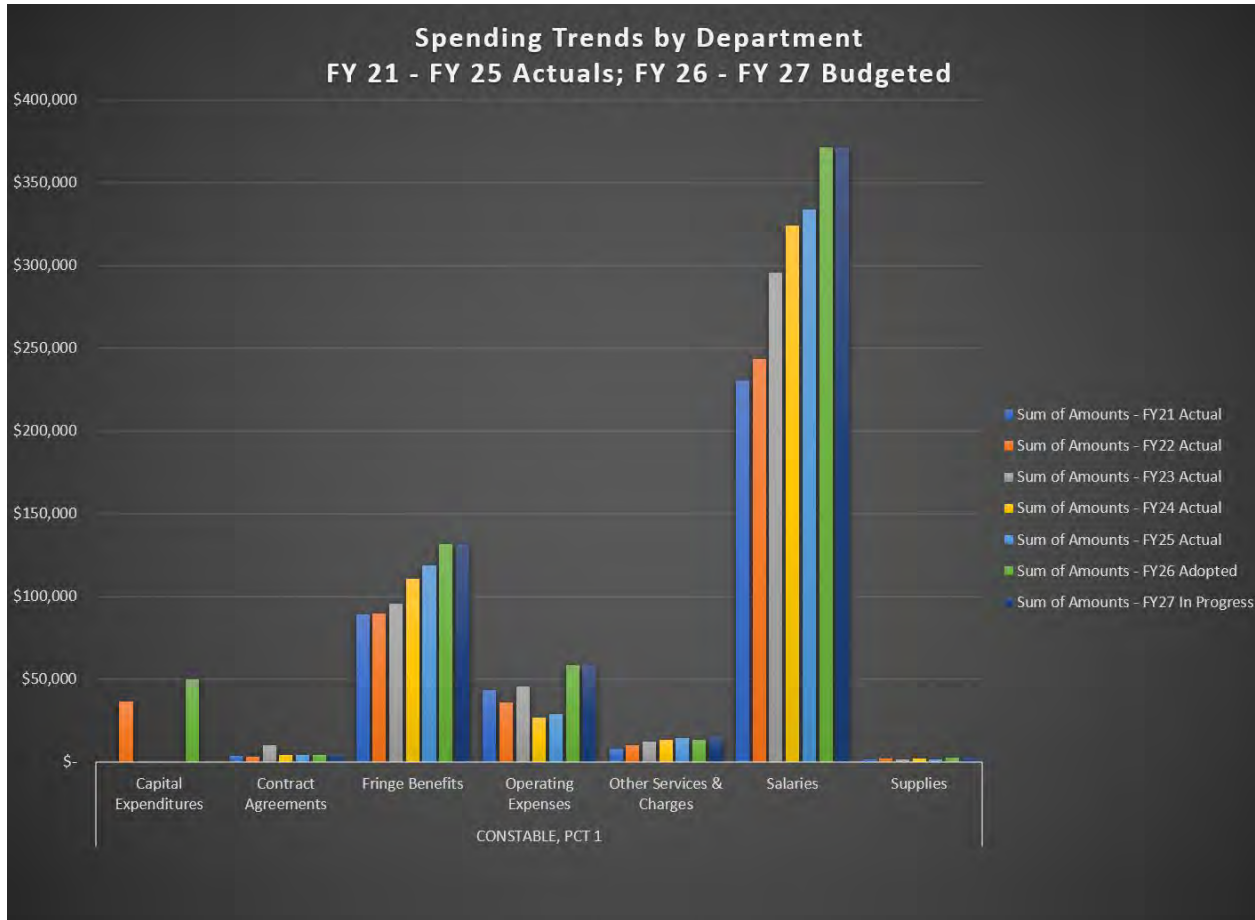


Department / Office Spotlight: Constable, PCT 1 – 551

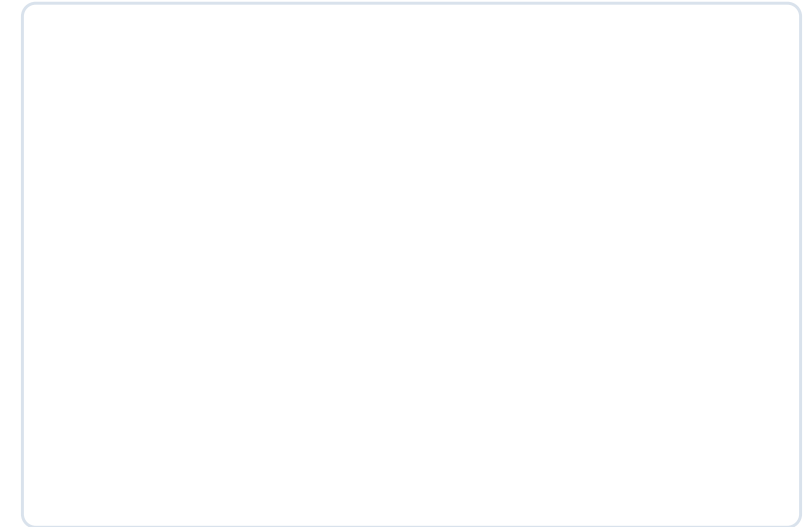
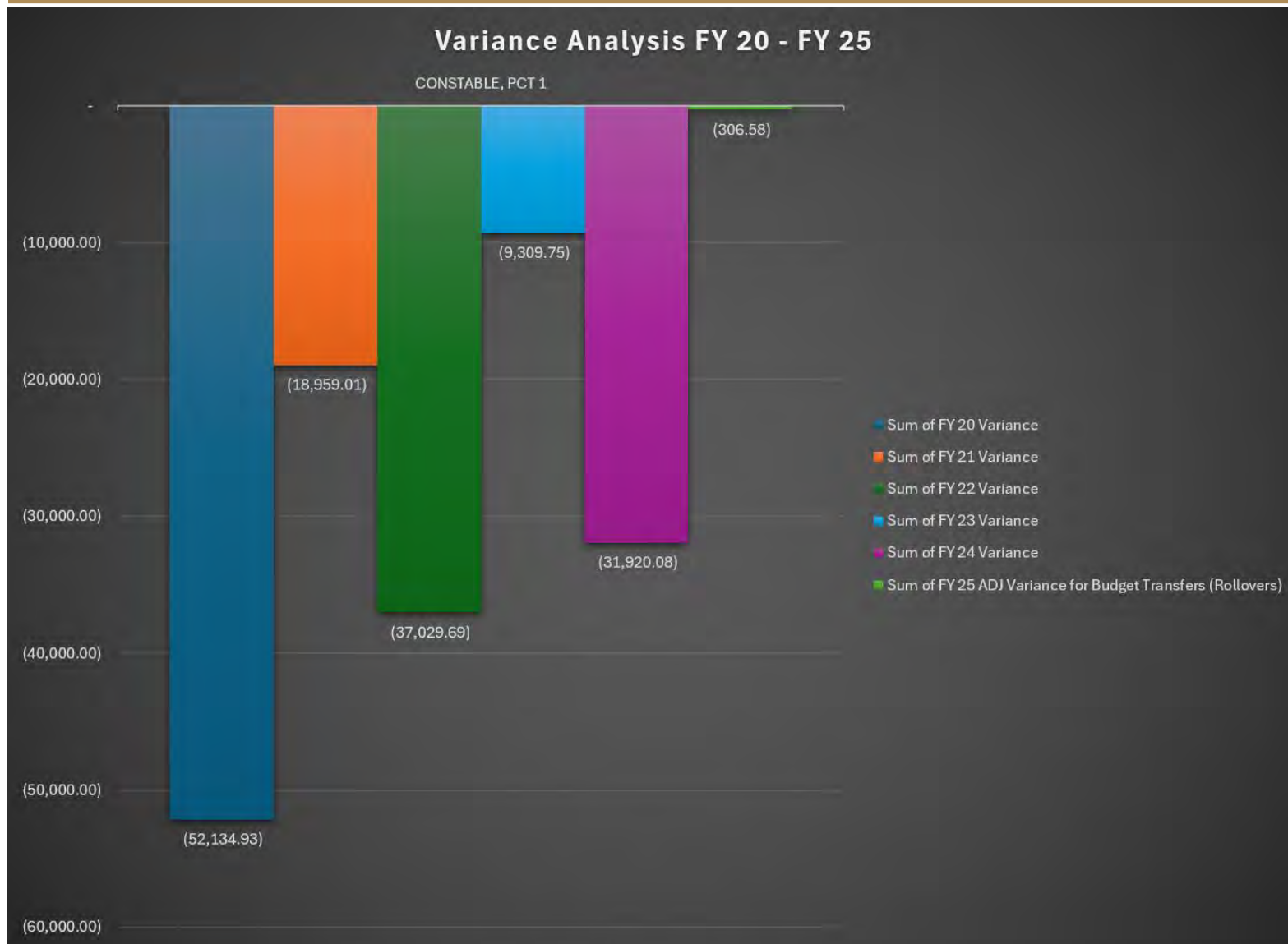
PROPOSED BUDGET

\$583,425

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Constable, PCT 1 - 551

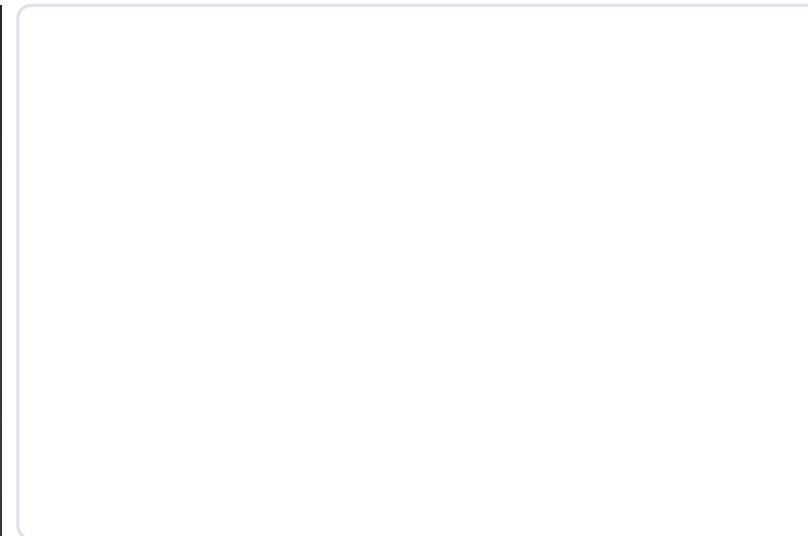
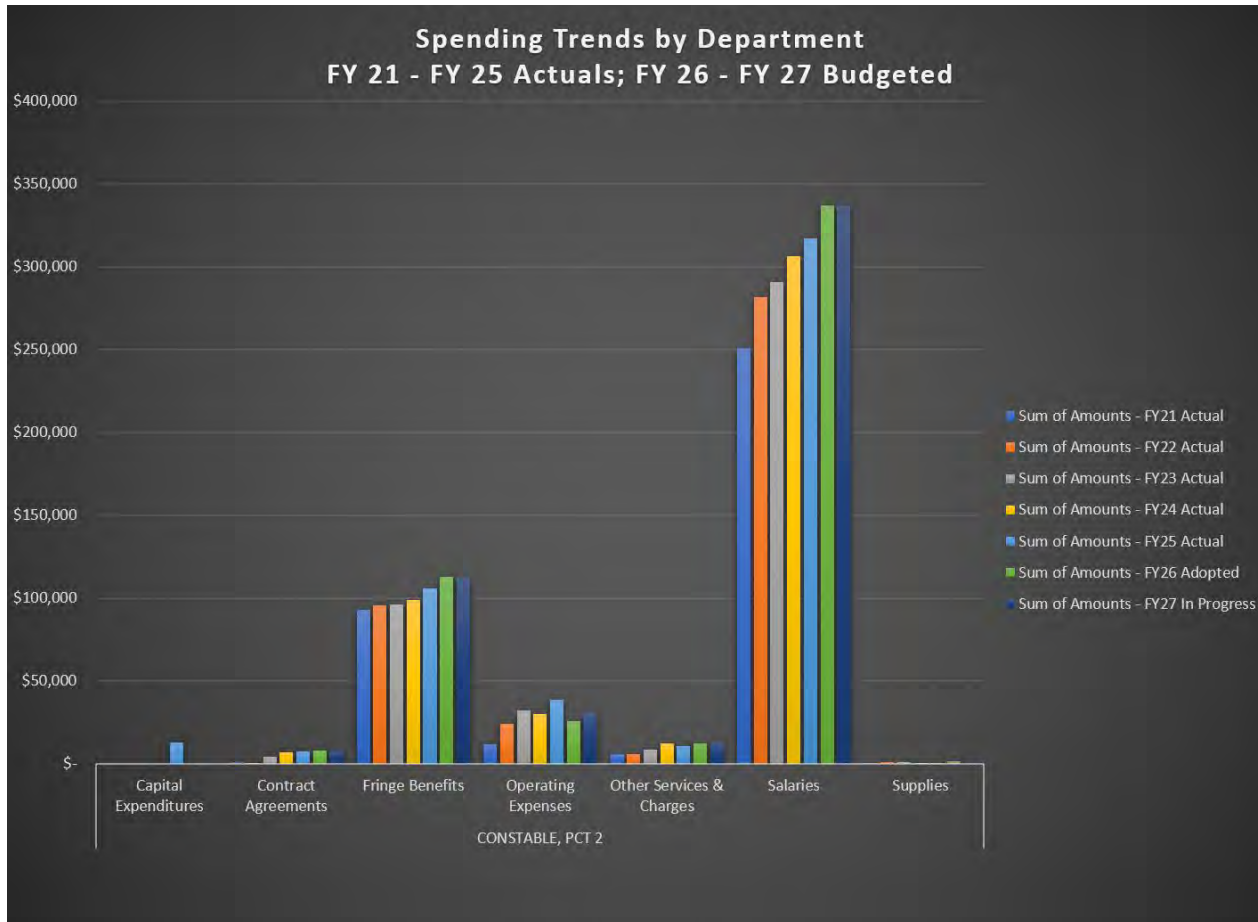


Department / Office Spotlight: Constable, PCT 2 - 552

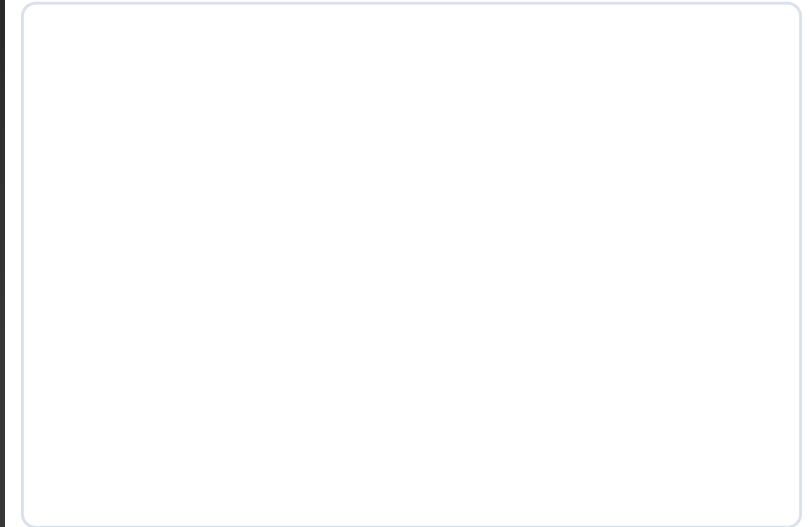
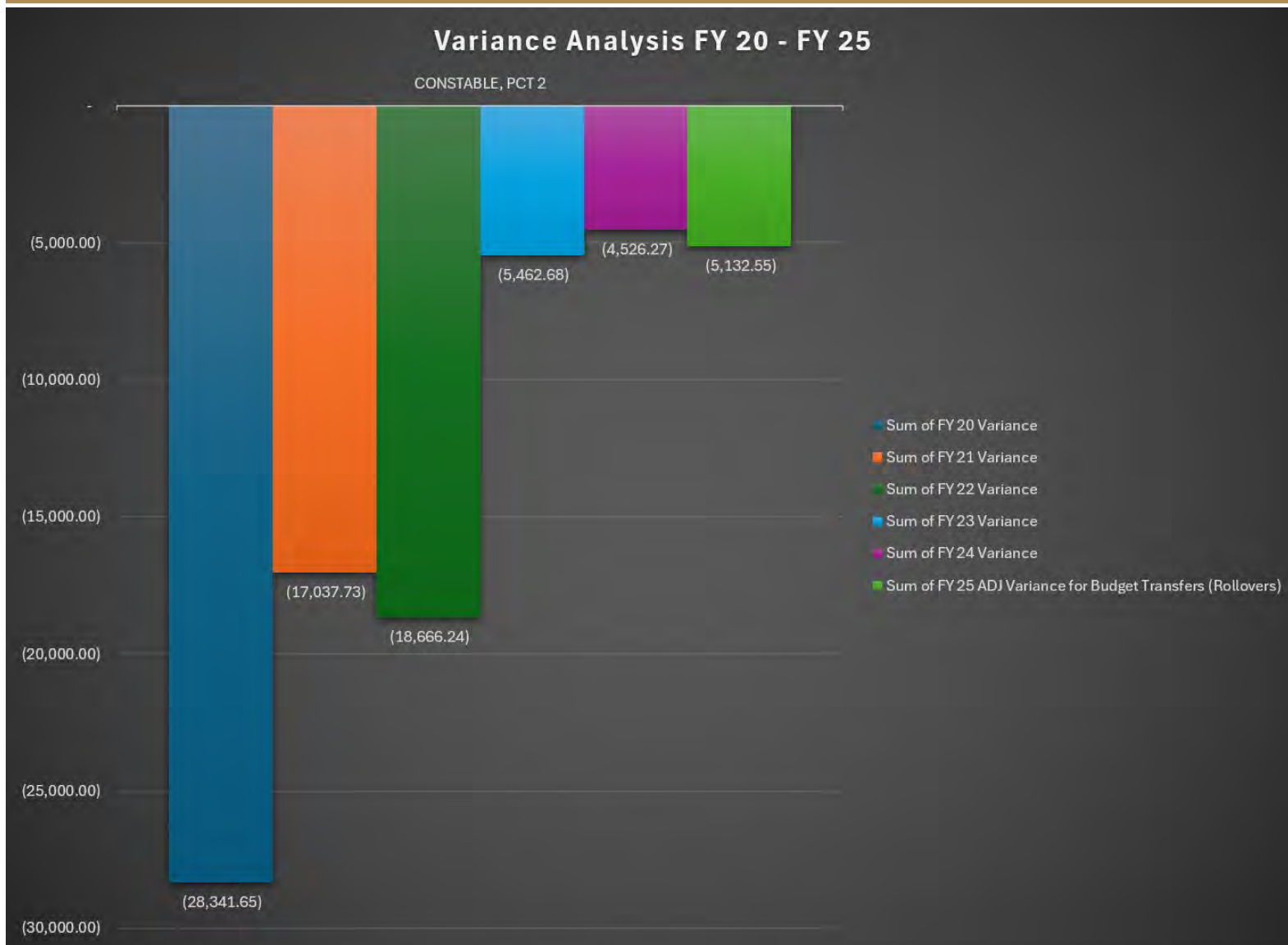
PROPOSED BUDGET

\$503,526.50

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Constable, PCT 2 - 552

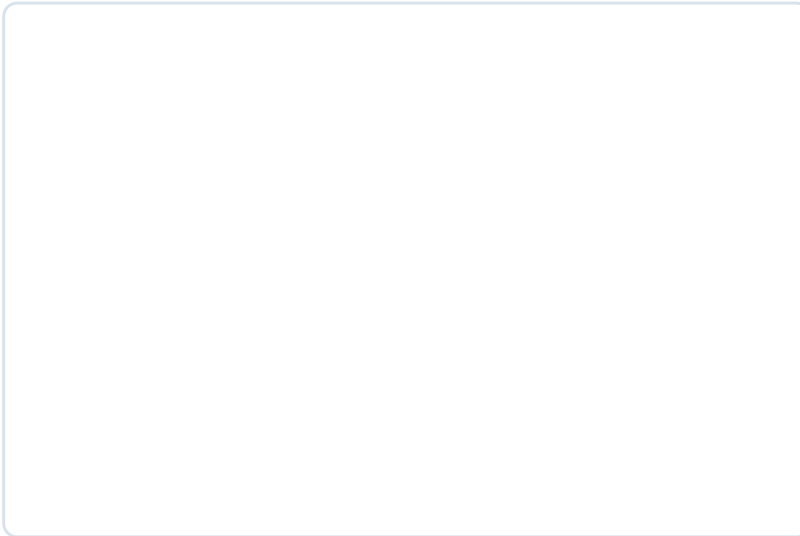
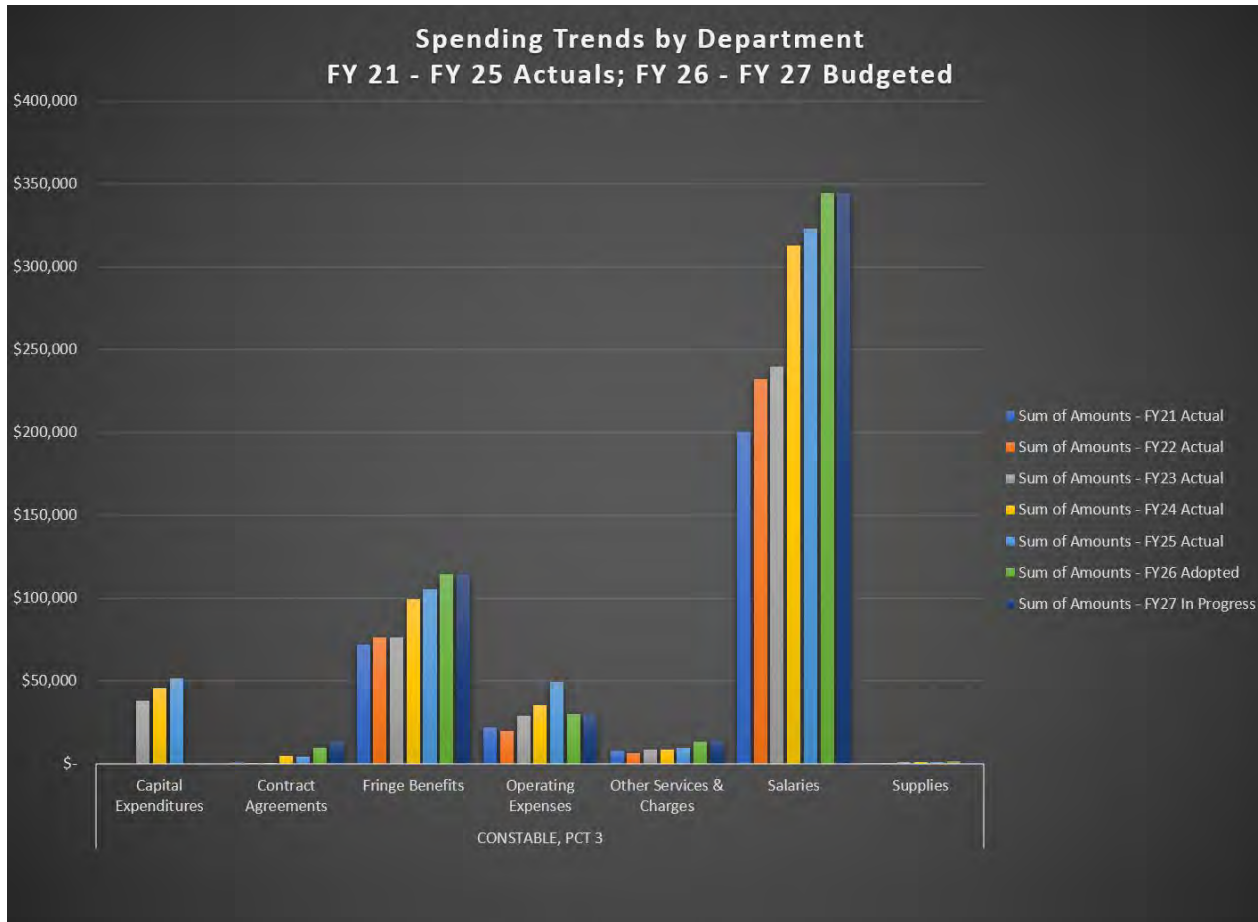


Department / Office Spotlight: Constable, PCT 3 - 553

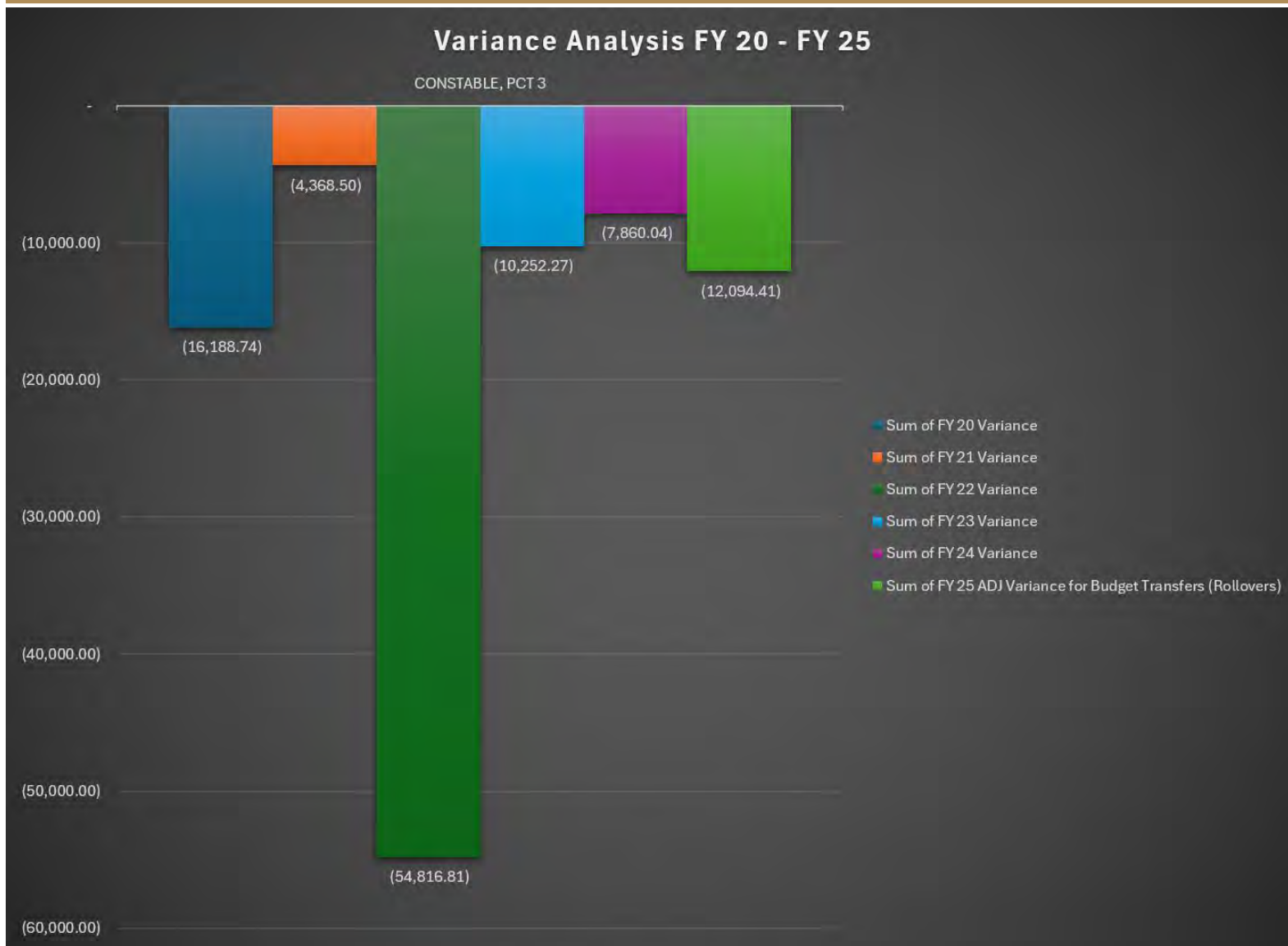
PROPOSED BUDGET

\$519,052

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Constable, PCT 3 - 553

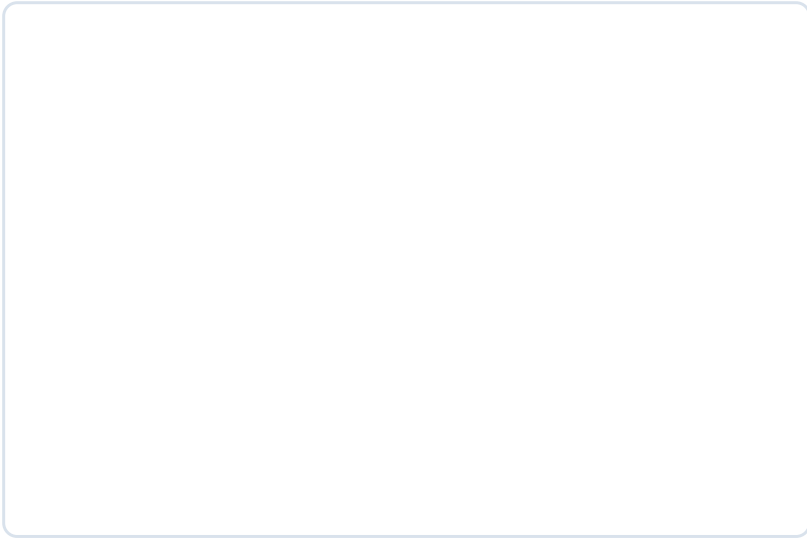
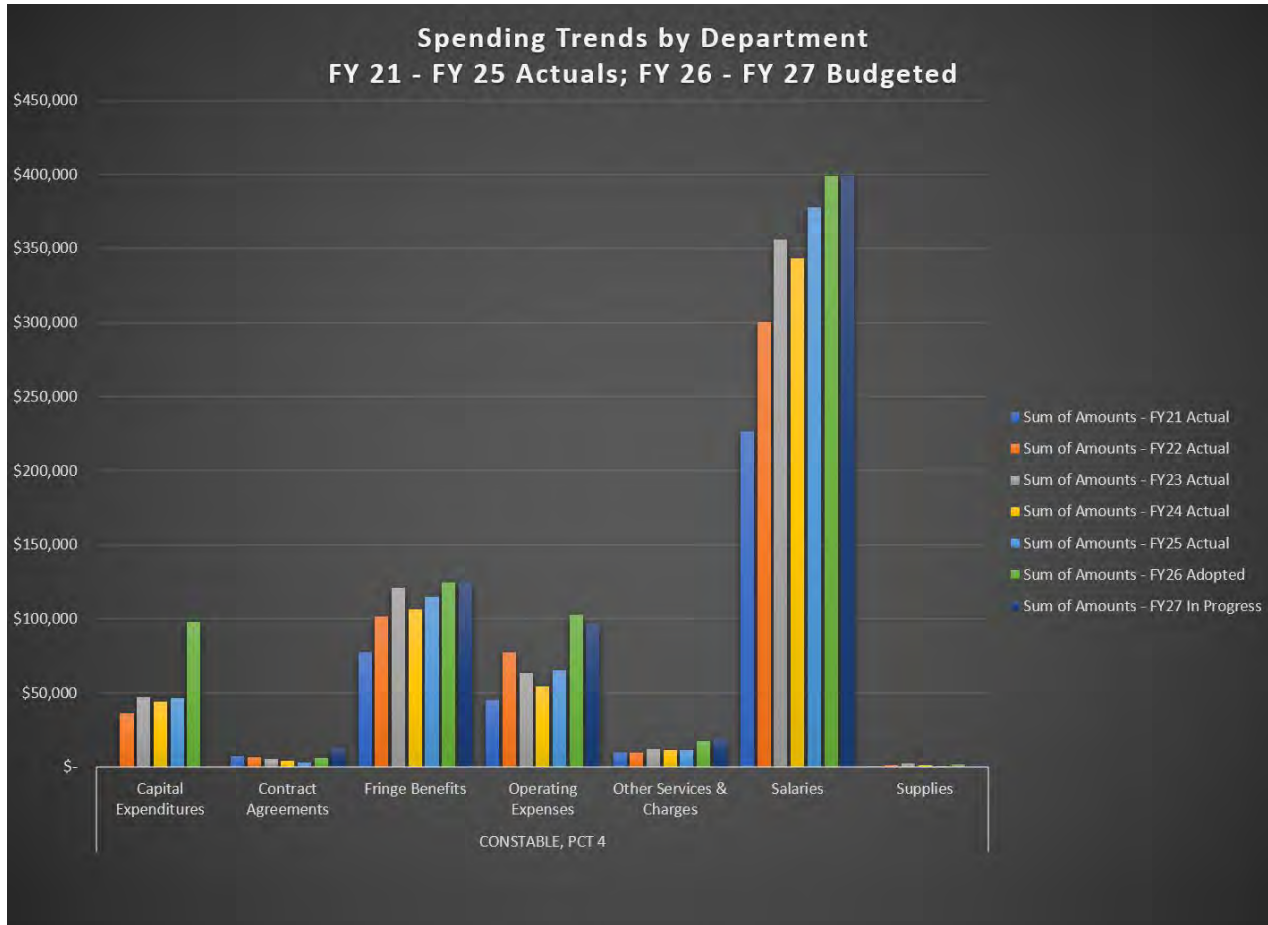


Department / Office Spotlight: Constable, PCT 4 - 554

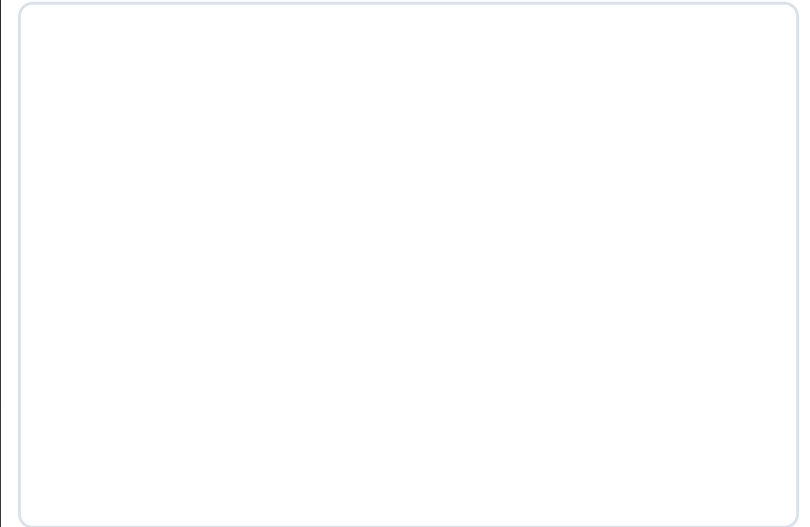
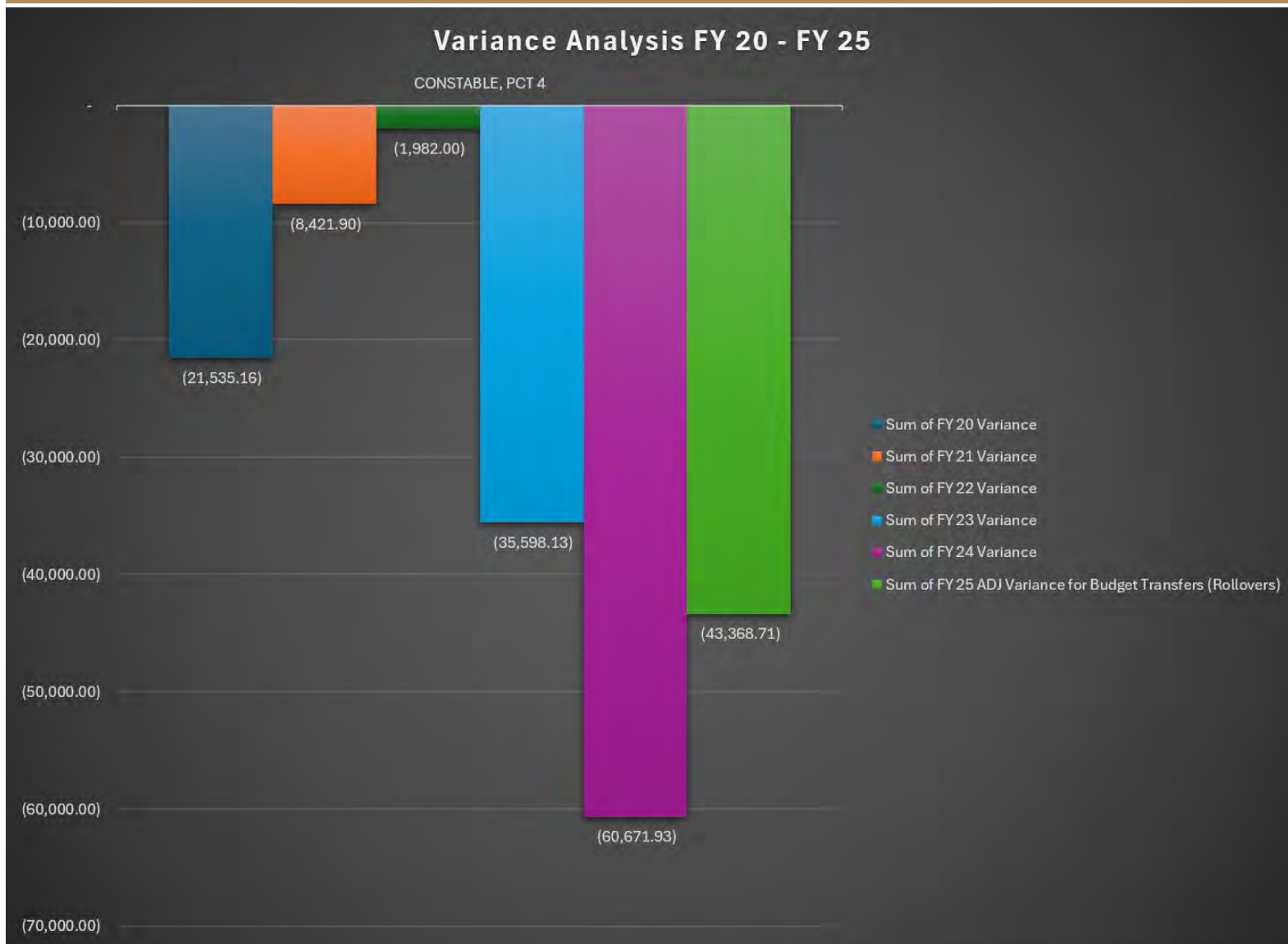
PROPOSED BUDGET

\$654,140

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Constable, PCT 4 - 554

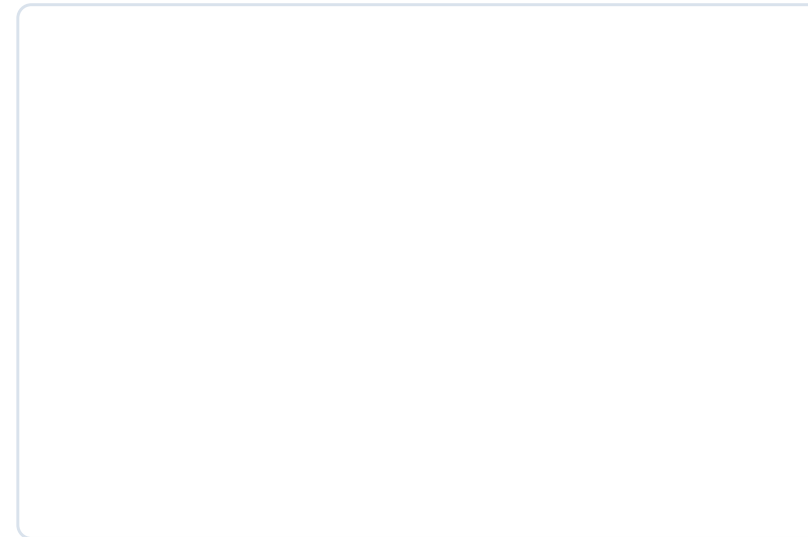
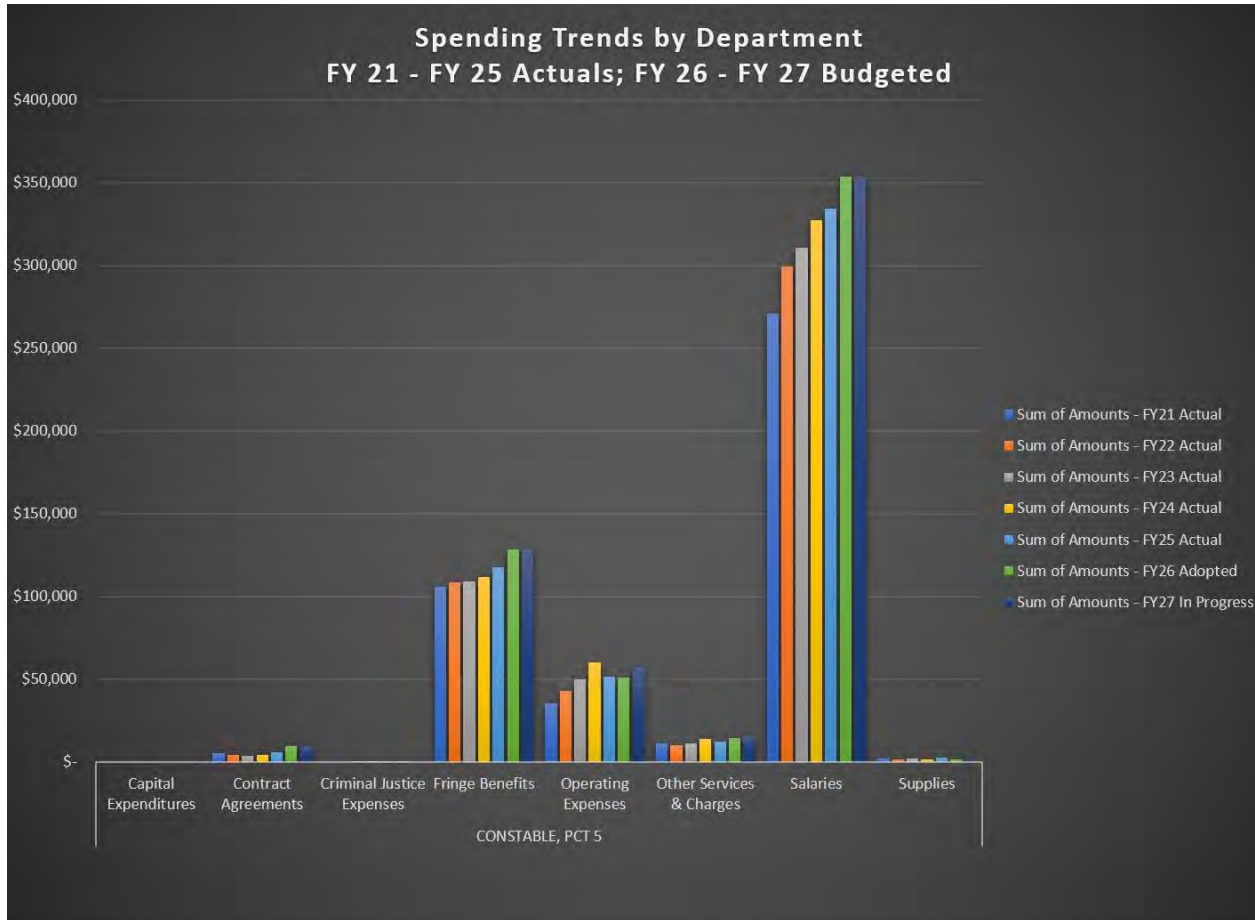


Department / Office Spotlight: Constable, PCT 5 - 555

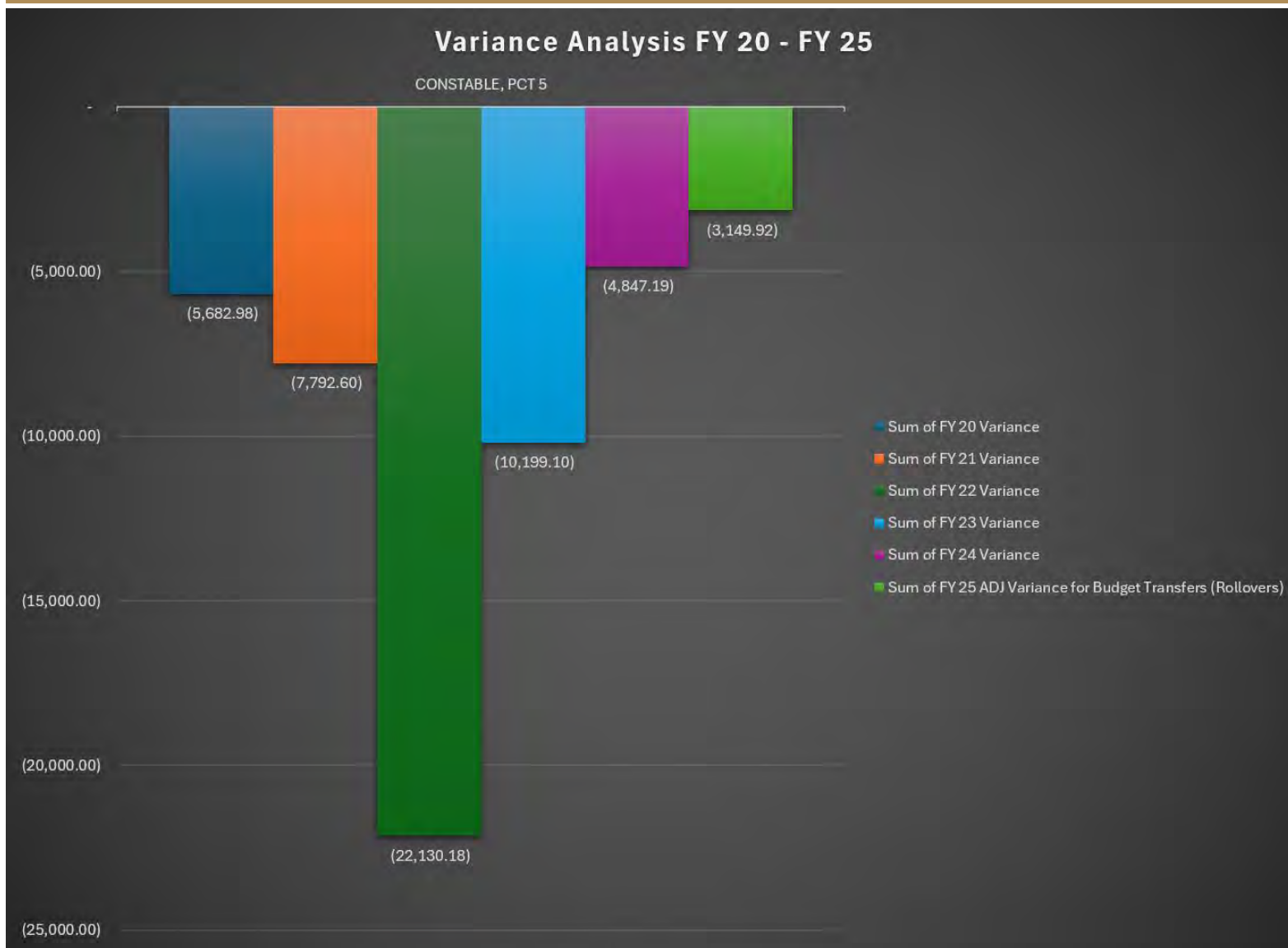
PROPOSED BUDGET

\$565,947

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Constable, PCT 5 - 555

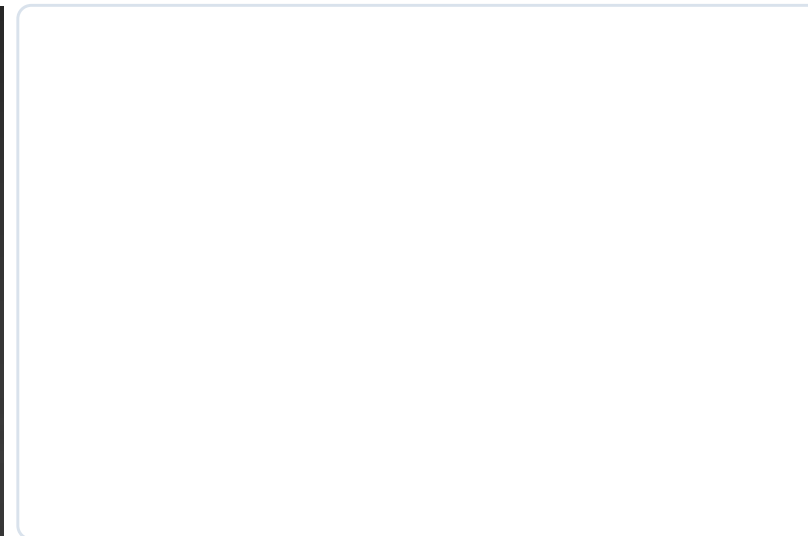
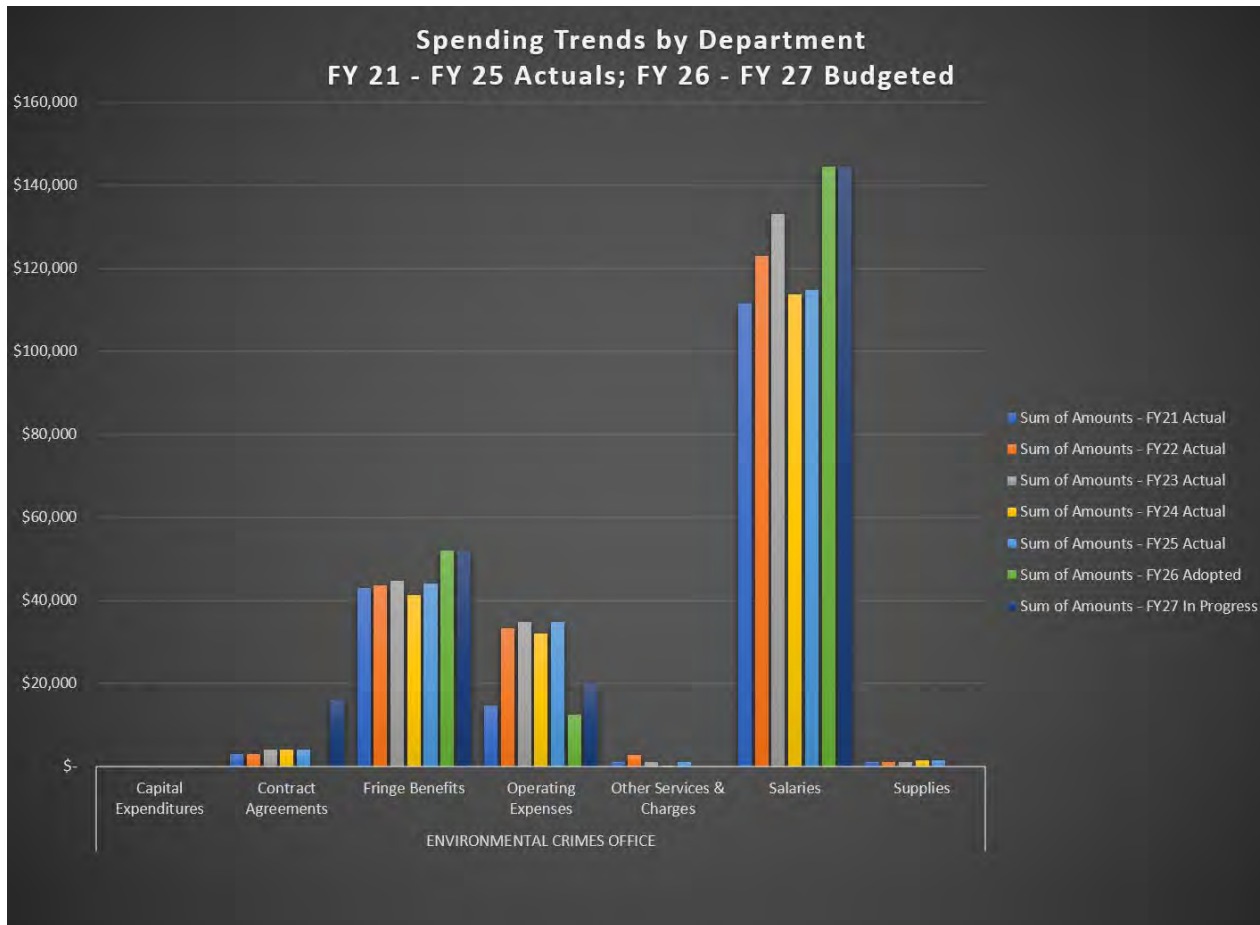


Department / Office Spotlight: Environmental Crimes Office - 558

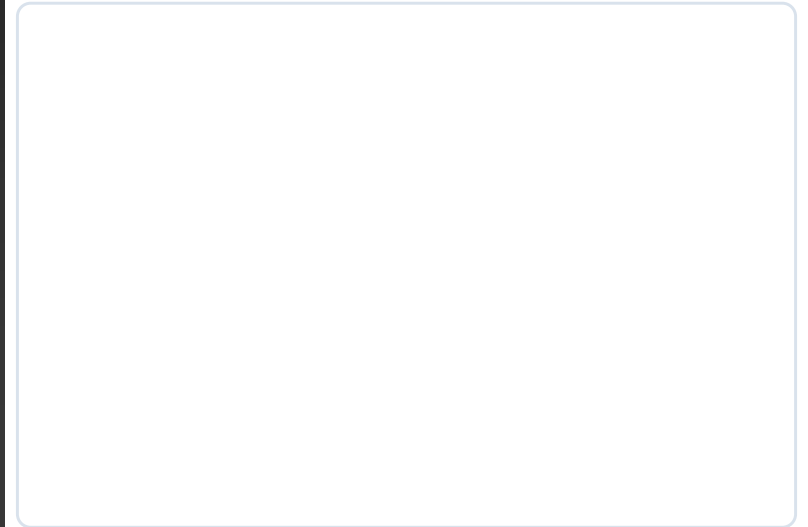
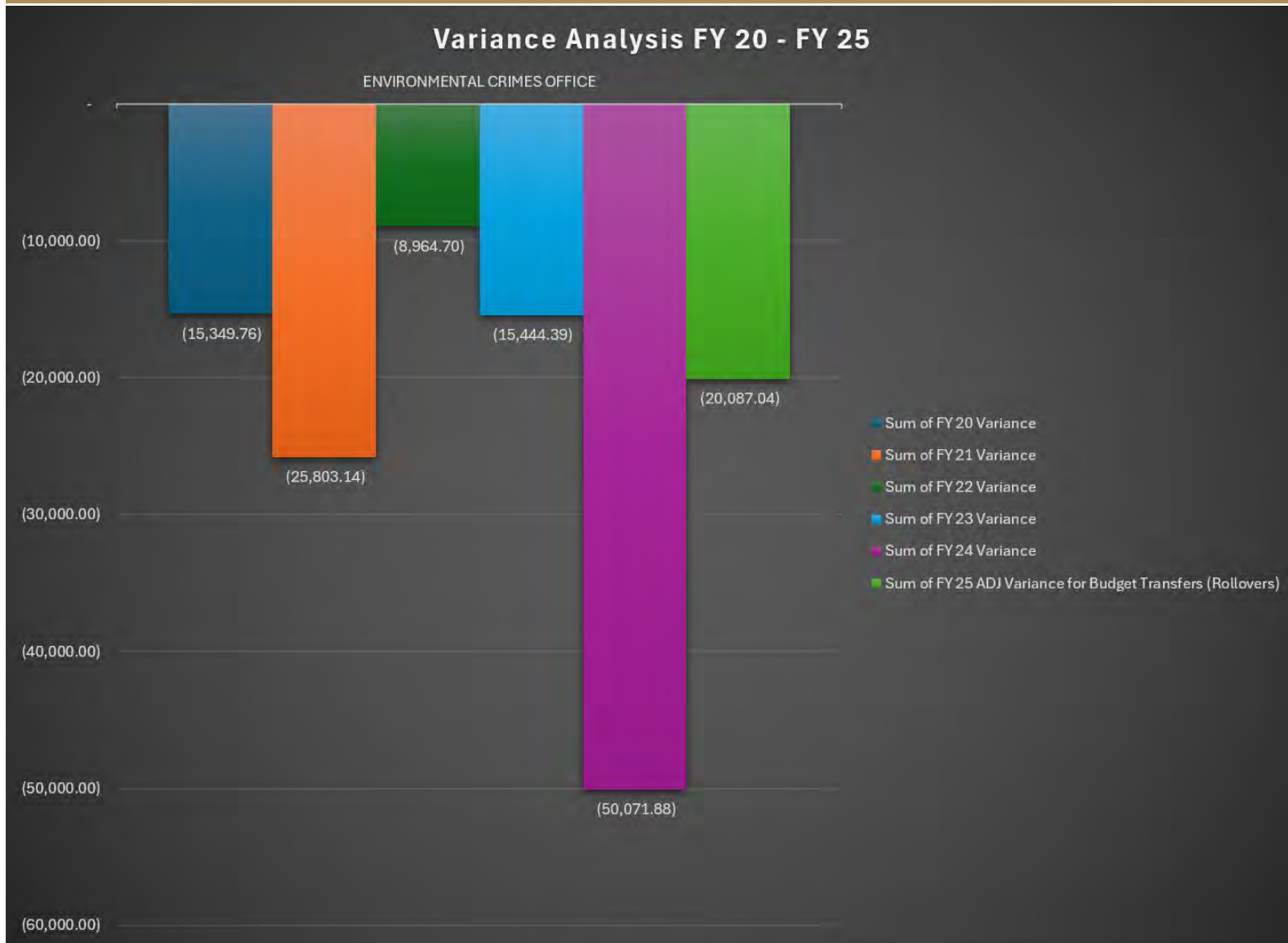
PROPOSED BUDGET

\$232,455

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Environmental Crimes Office - 558

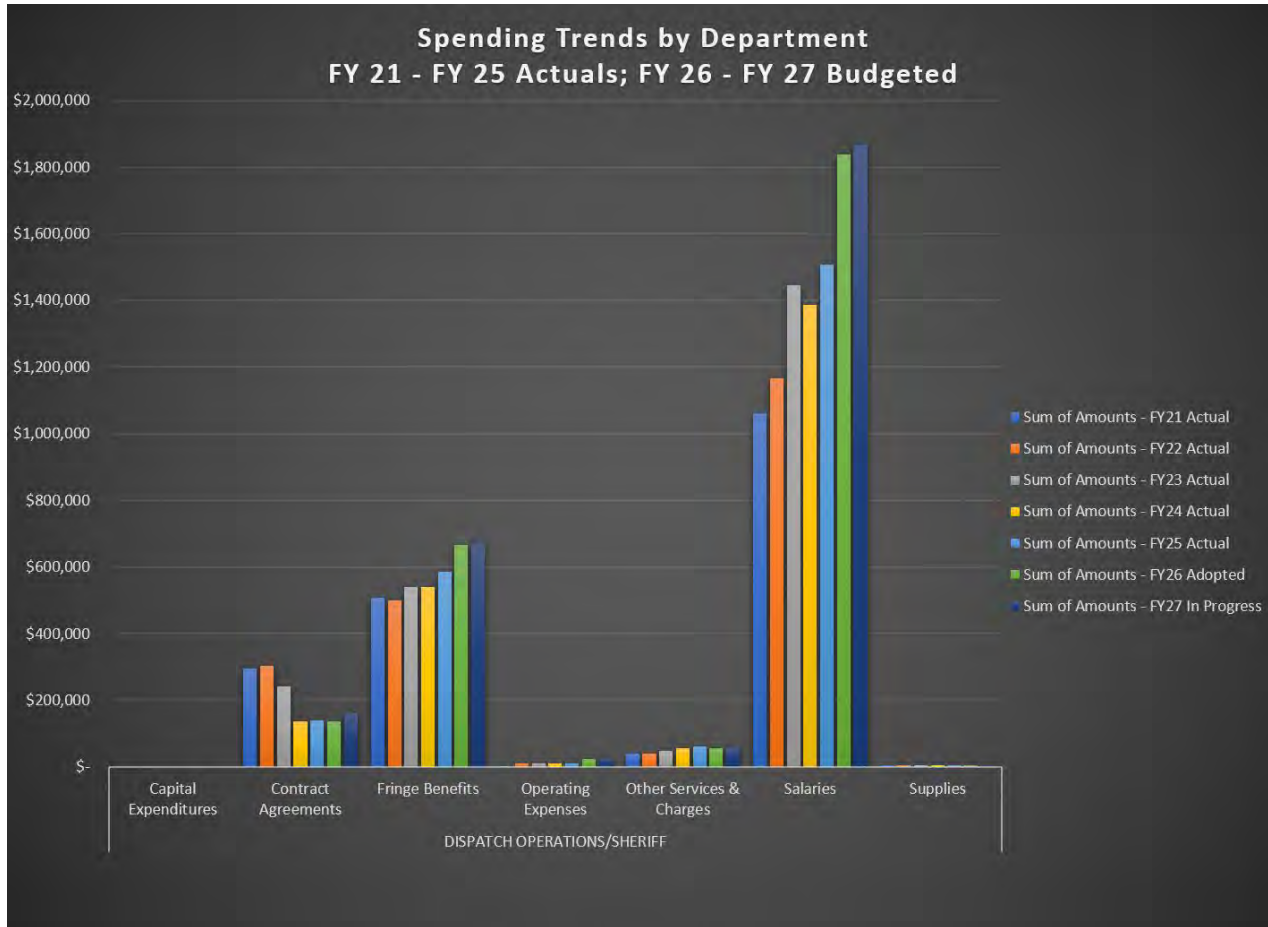


Department / Office Spotlight: Dispatch Operations/Sheriff - 559

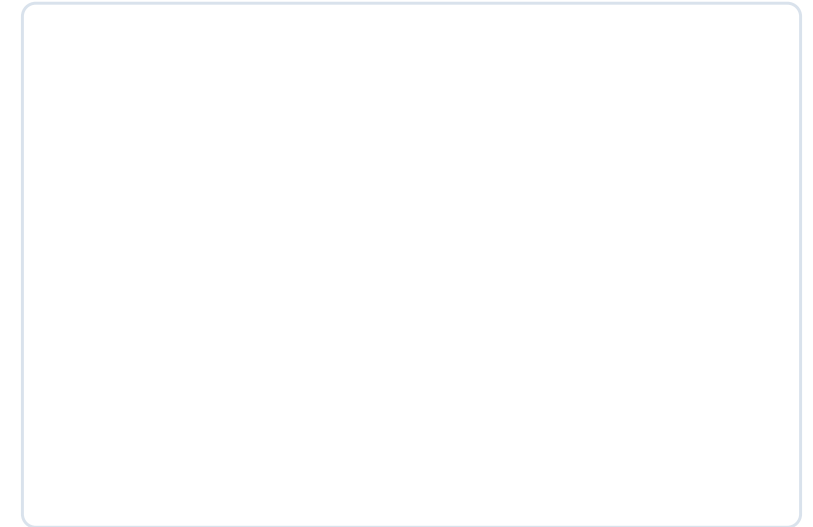
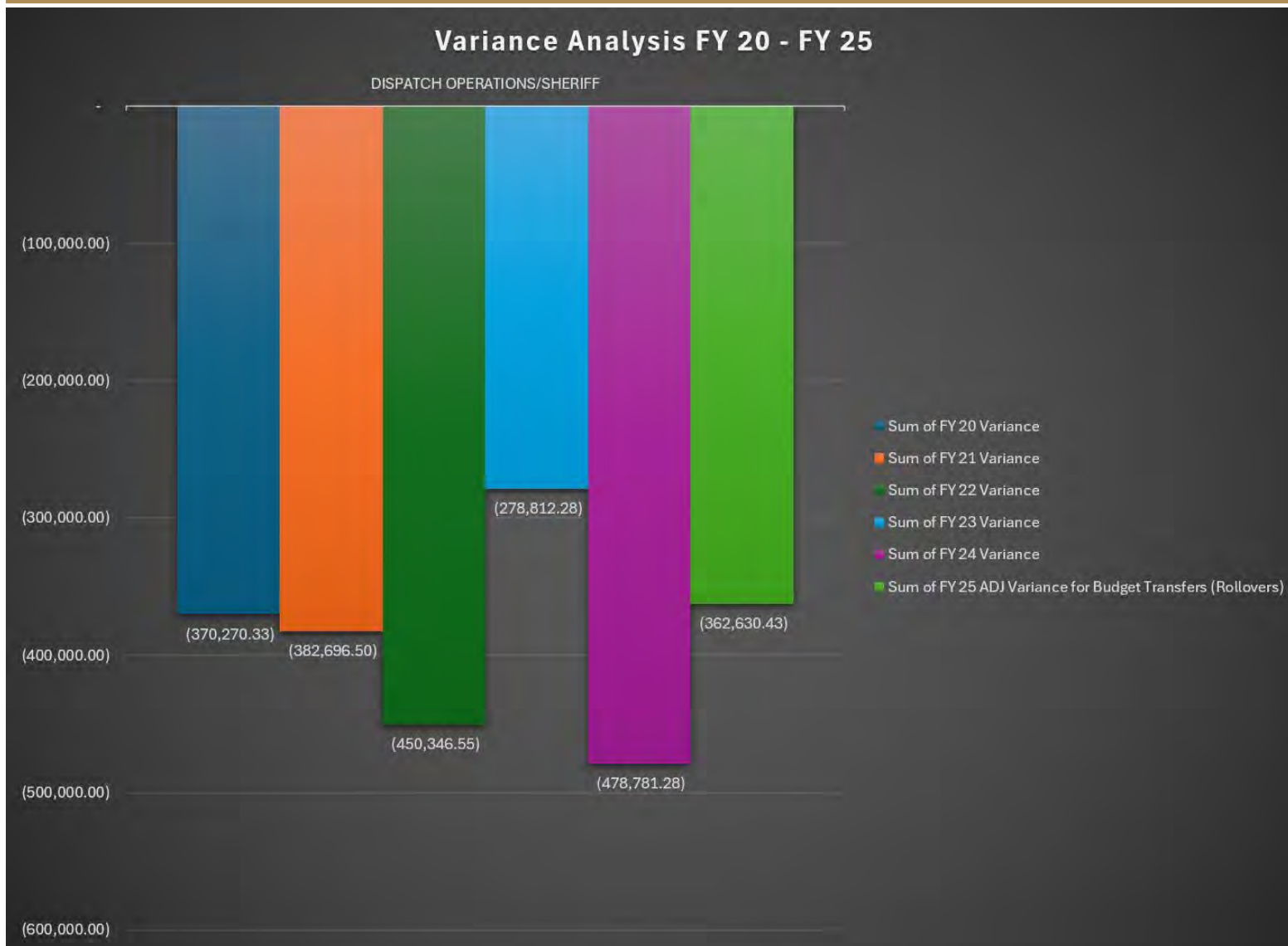
PROPOSED BUDGET

\$2,788,428

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Dispatch Operations/Sheriff - 559

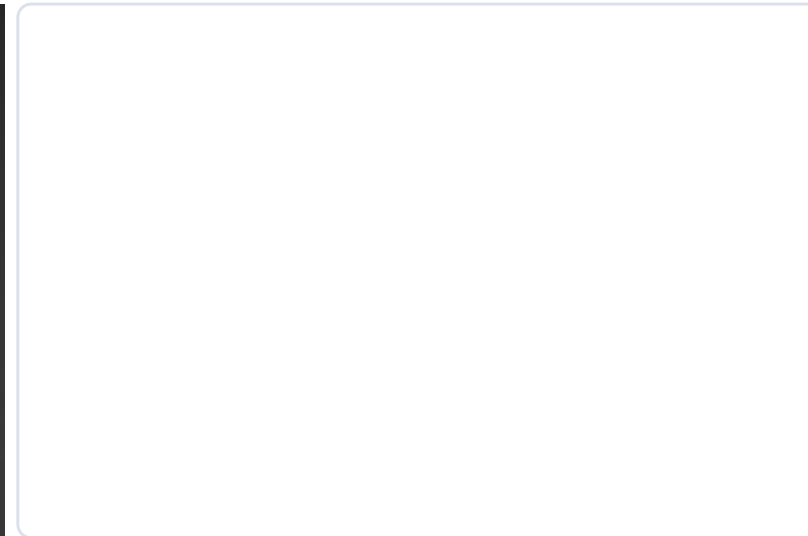
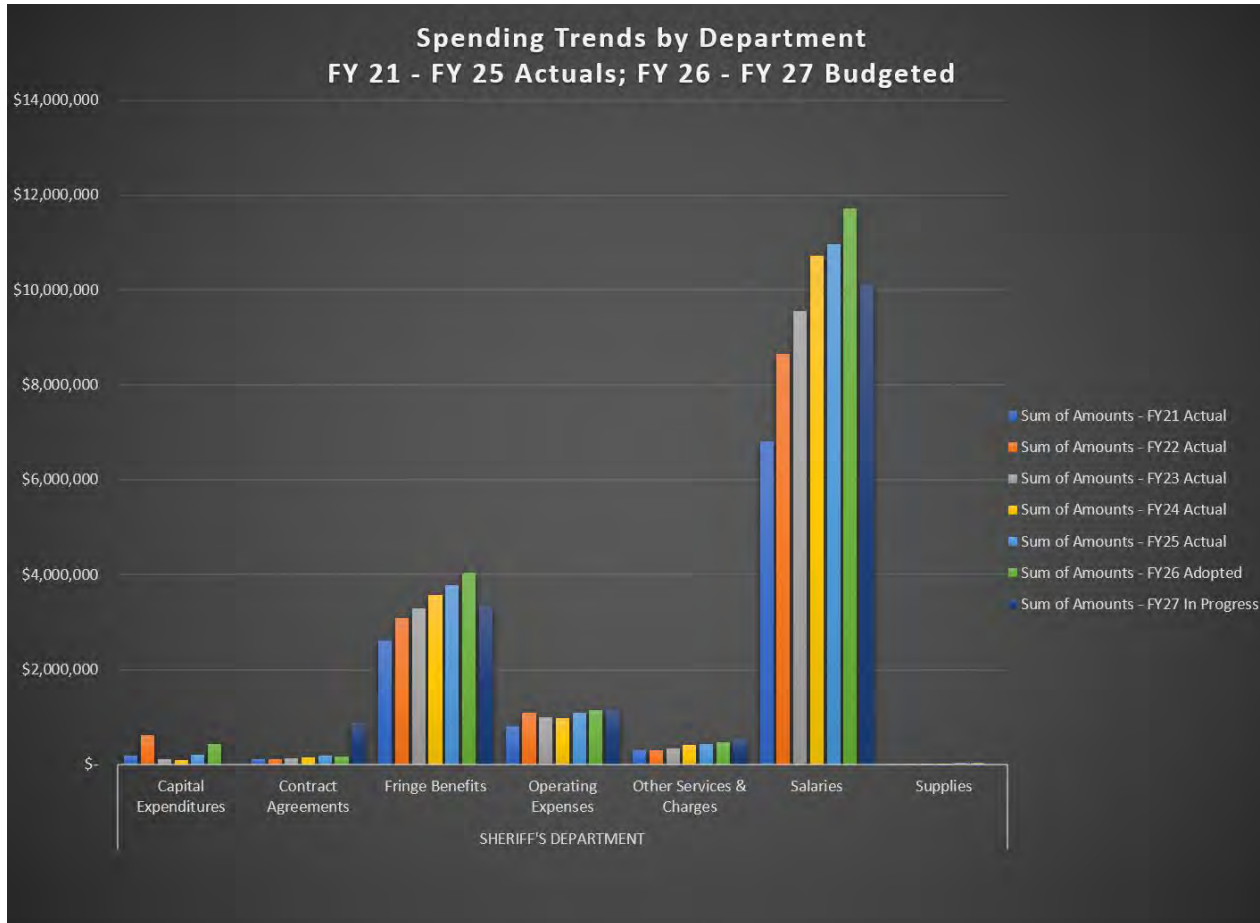


Department / Office Spotlight: Sheriff's Office - 560

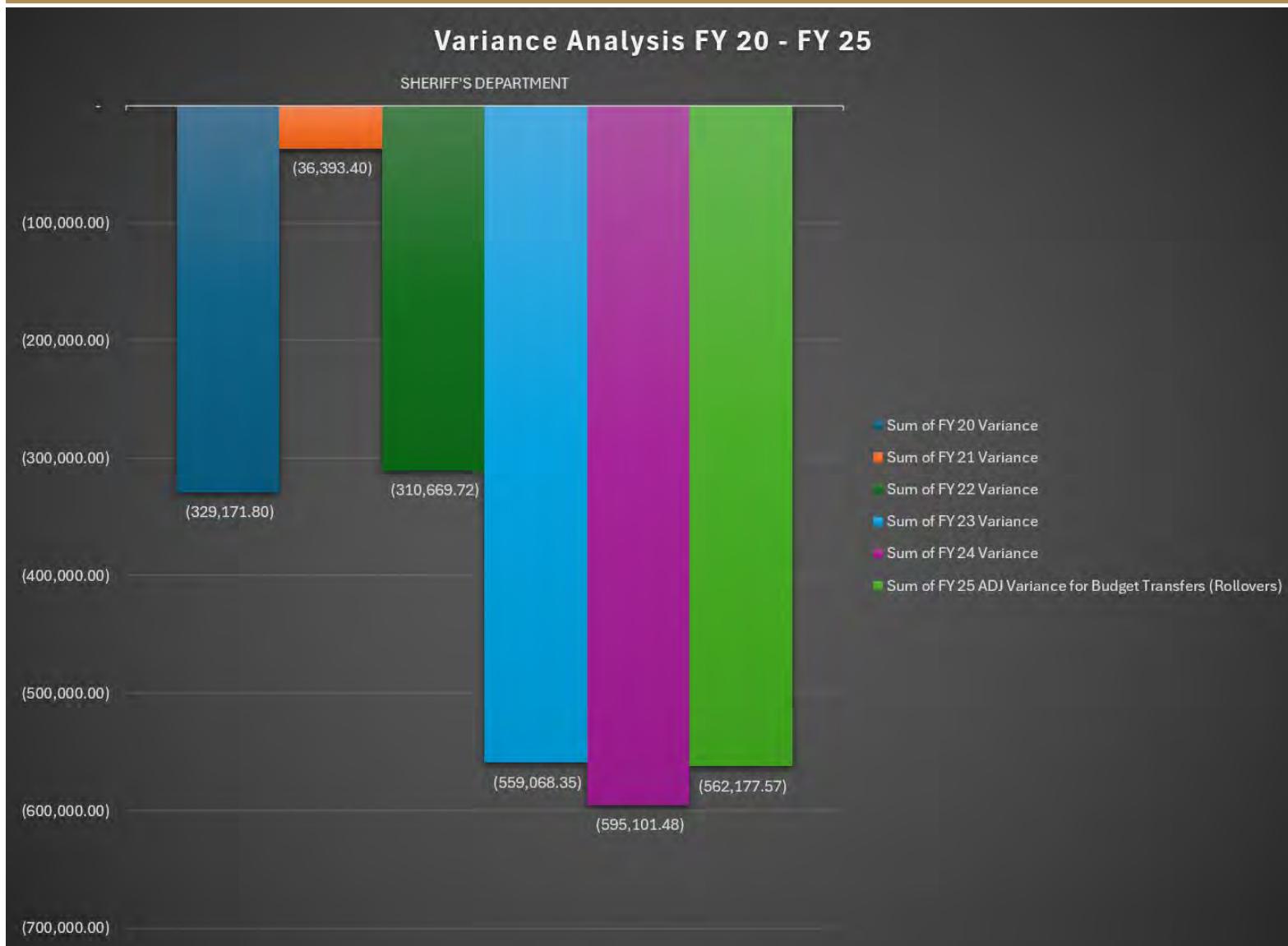
PROPOSED BUDGET

\$16,069,785.26

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Sheriff's Office - 560

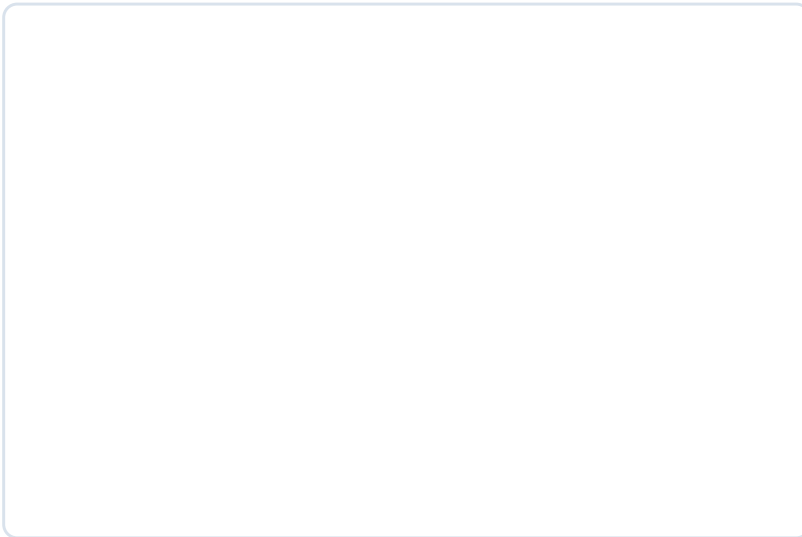
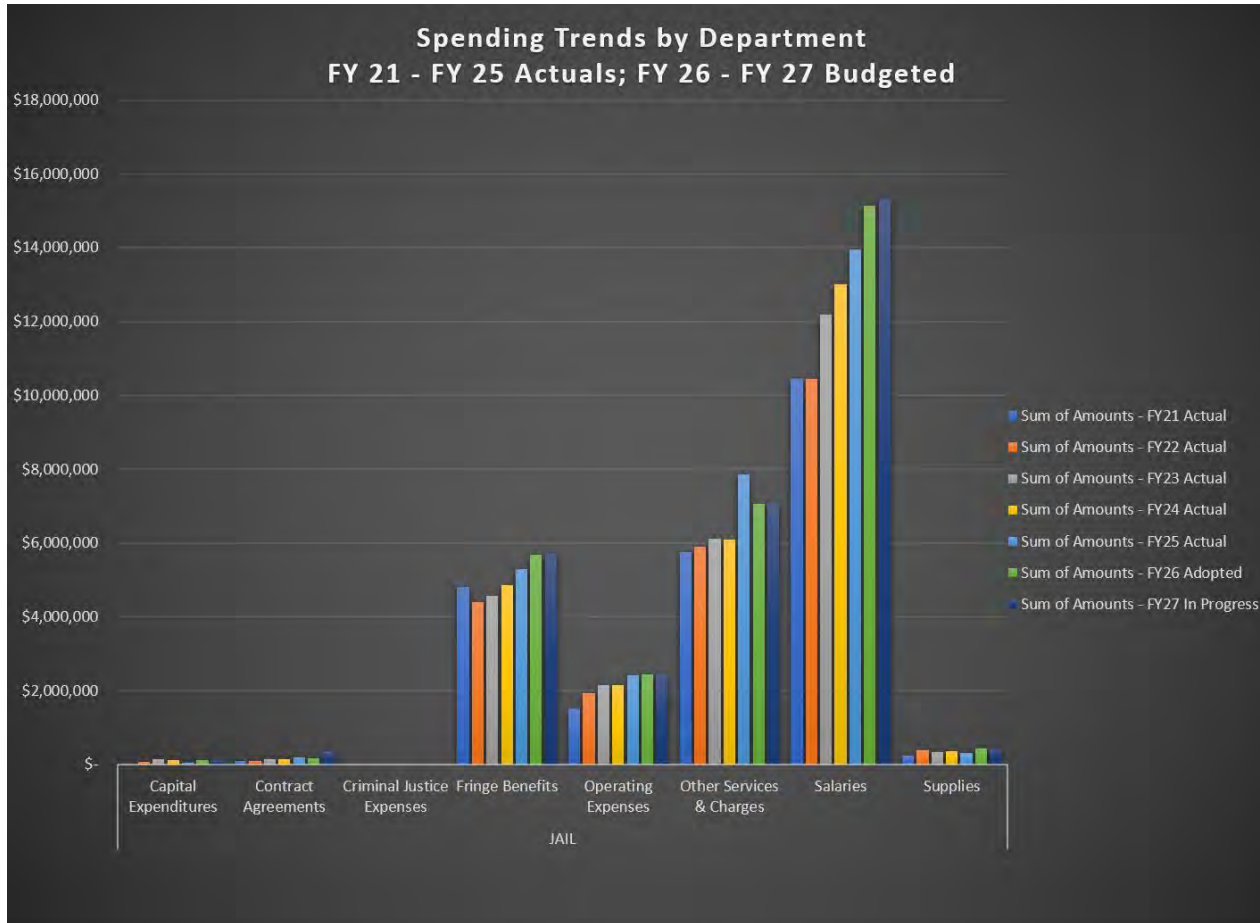


Department / Office Spotlight: Jail - 561

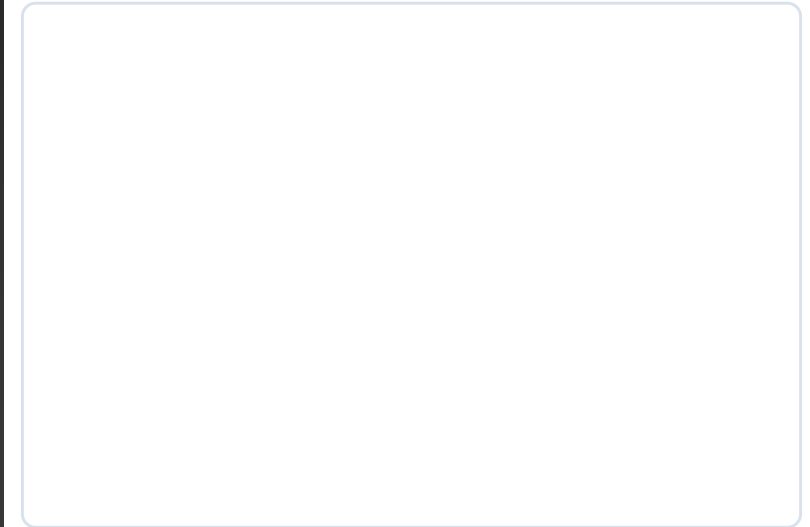
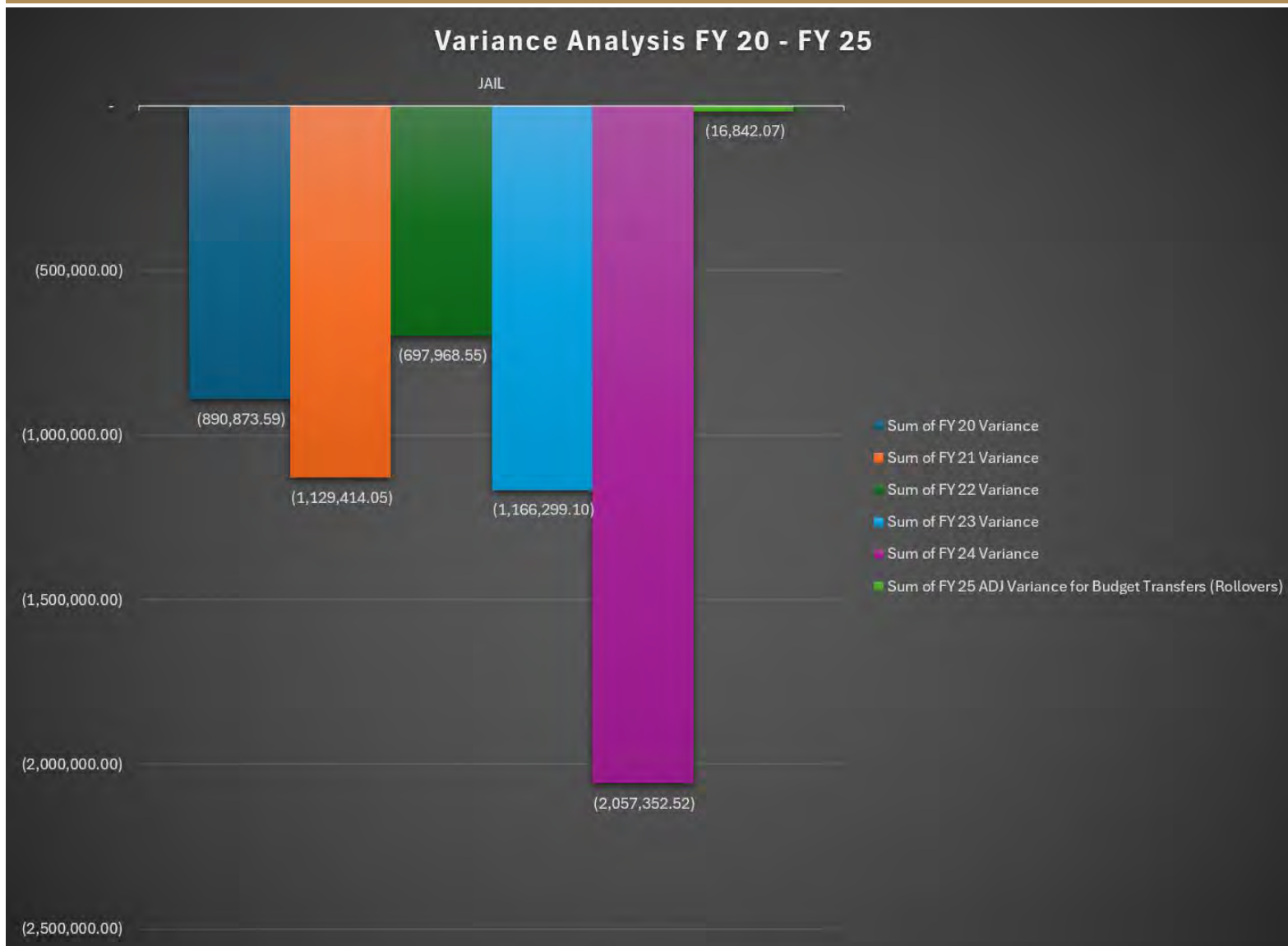
PROPOSED BUDGET

\$31,473,517

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Jail - 561

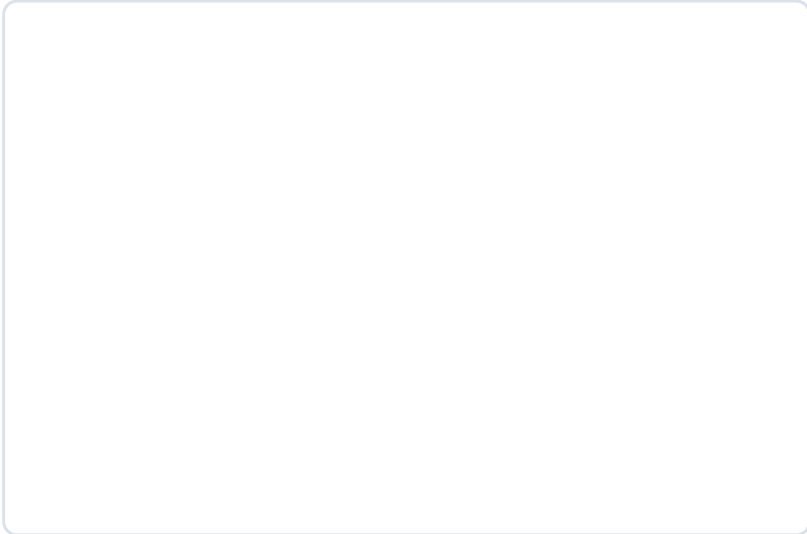
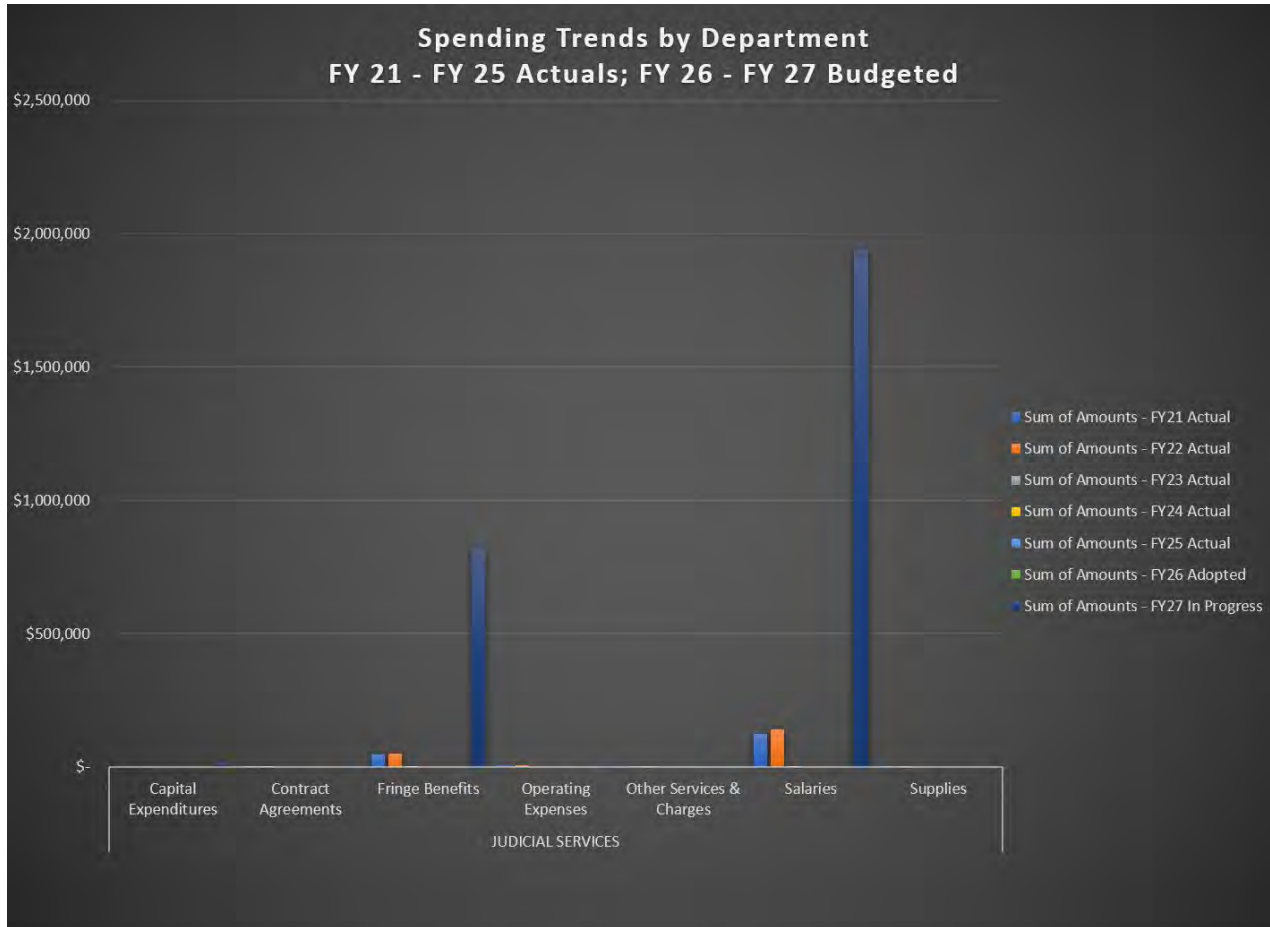


Department / Office Spotlight: Judicial Services - 562

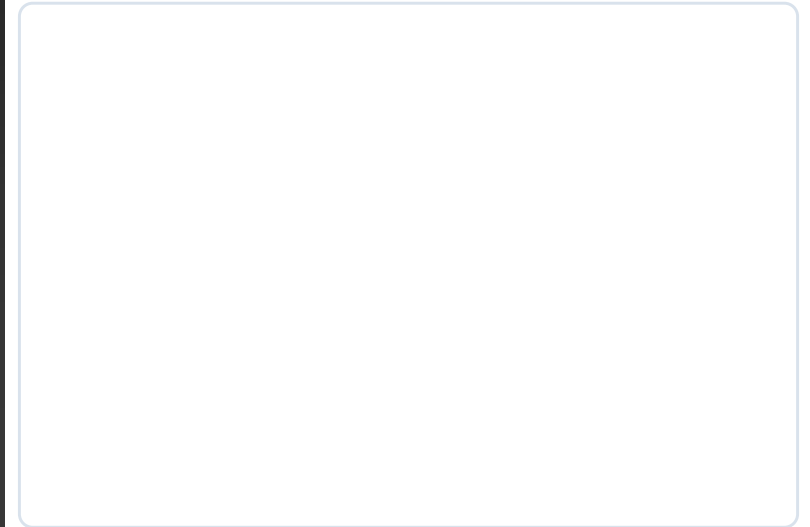
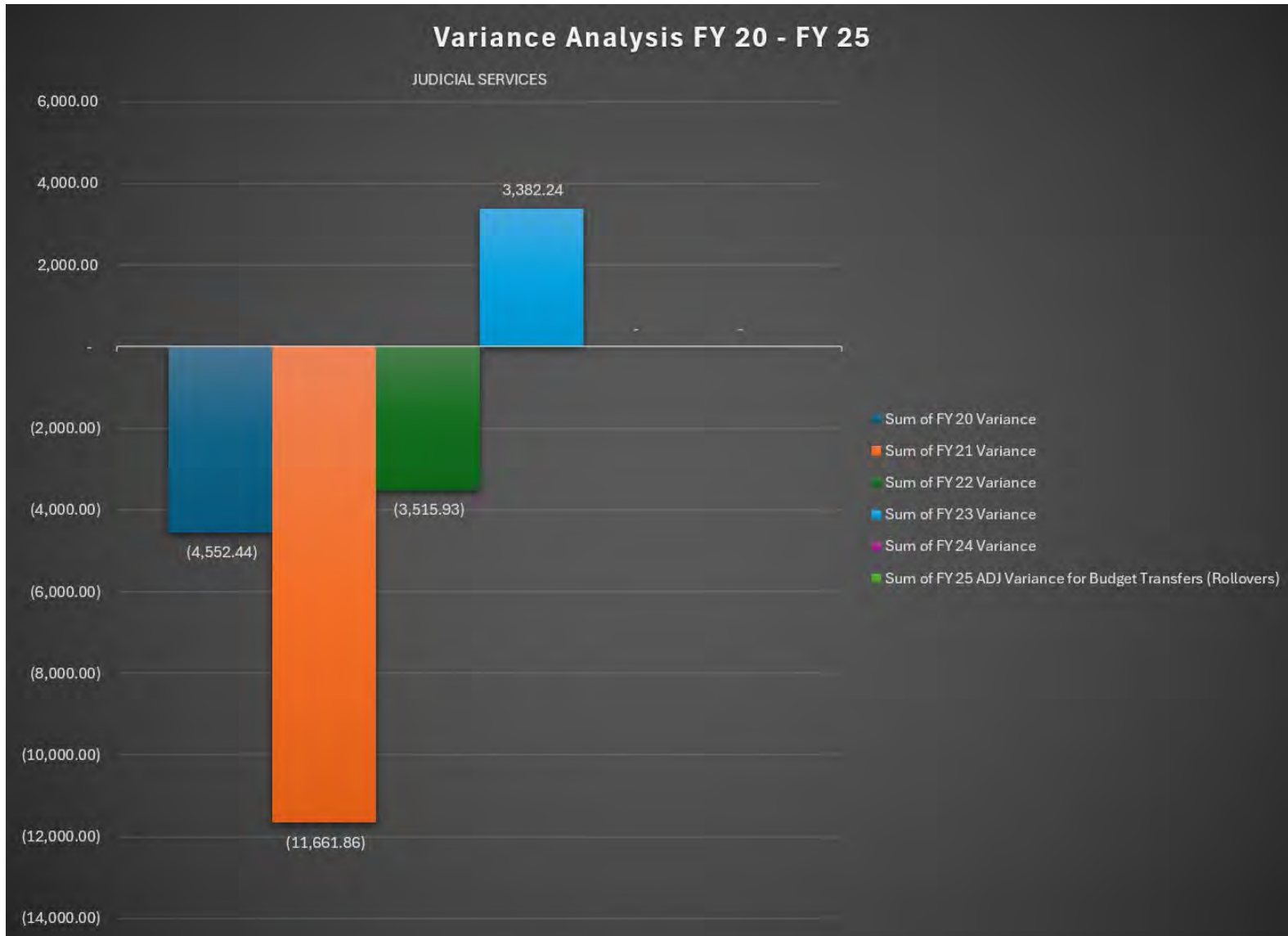
PROPOSED BUDGET

\$2,782,157.25

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Judicial Services - 562

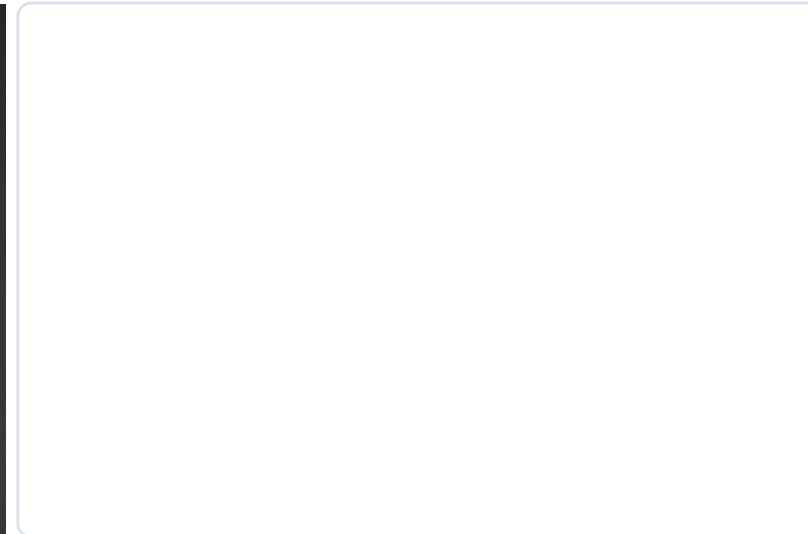
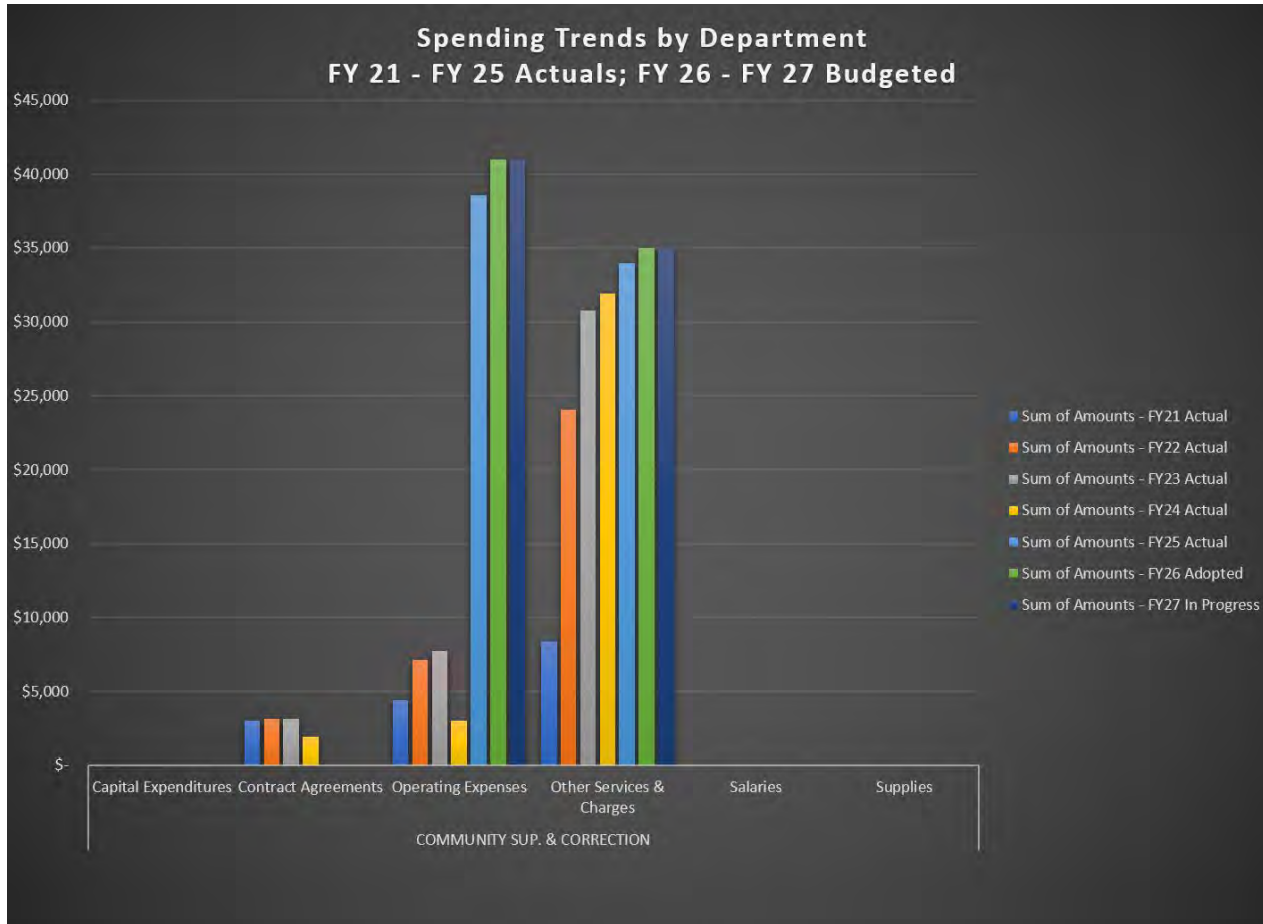


Department / Office Spotlight: Community Sup. & Correction - 572

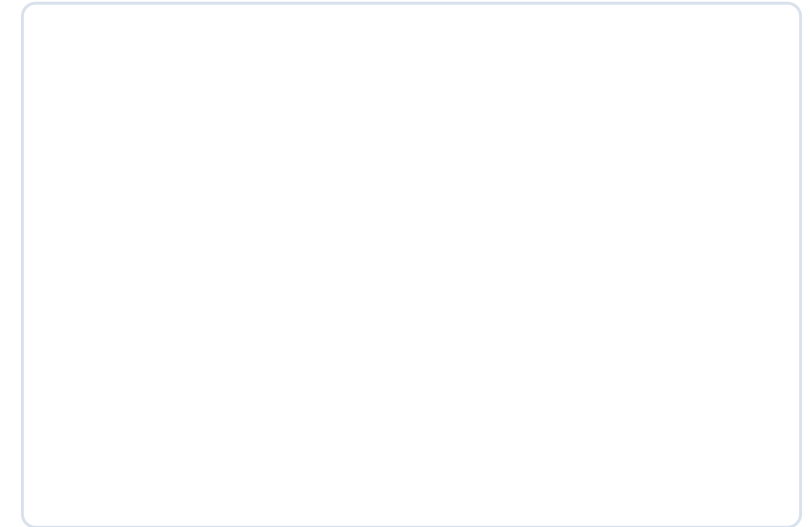
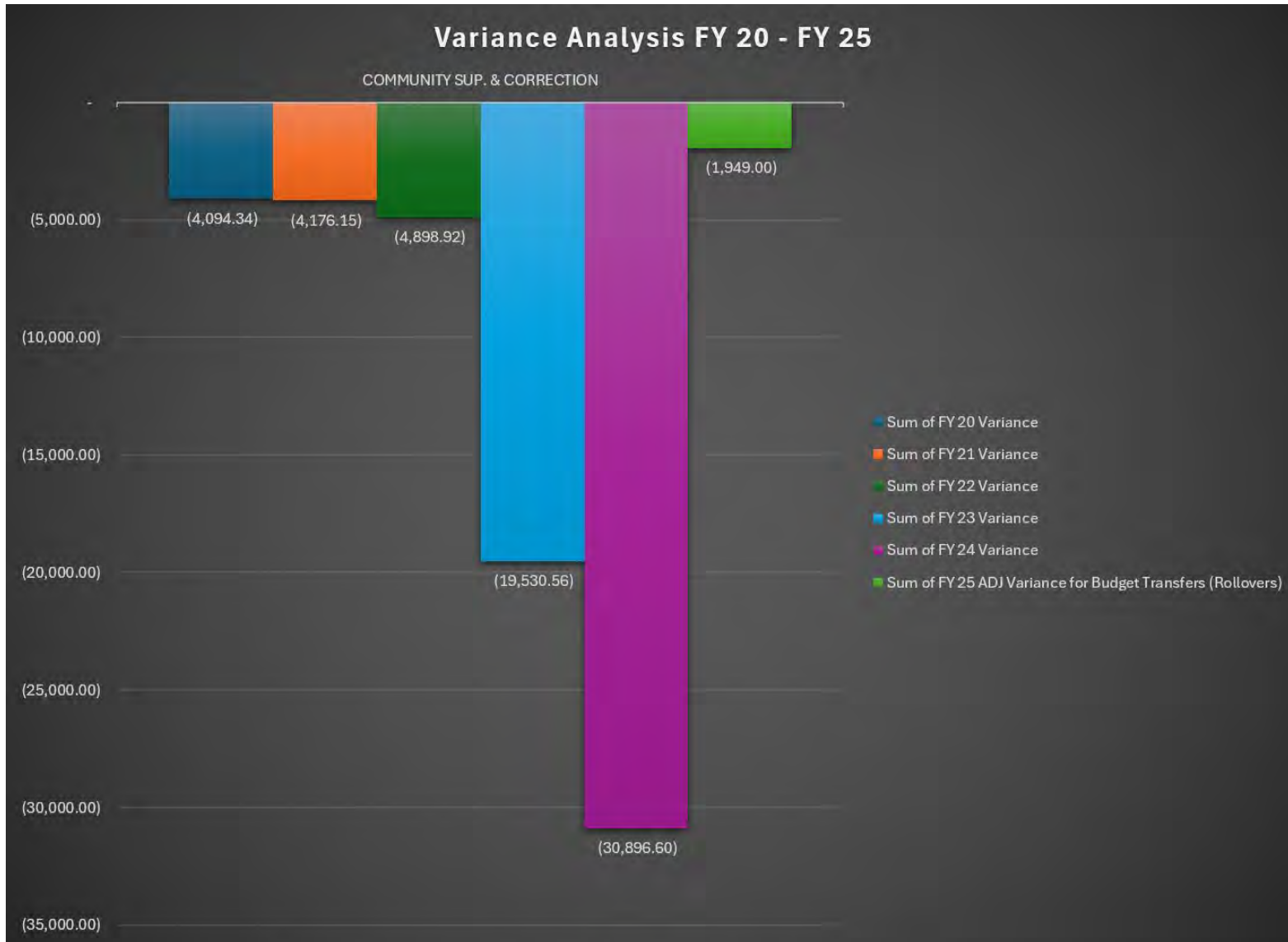
PROPOSED BUDGET

\$75,953

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Community Sup. & Correction - 572

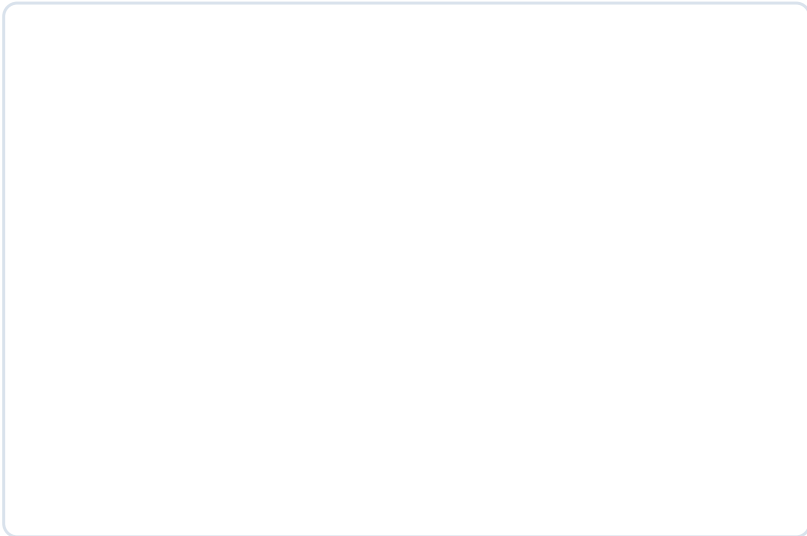
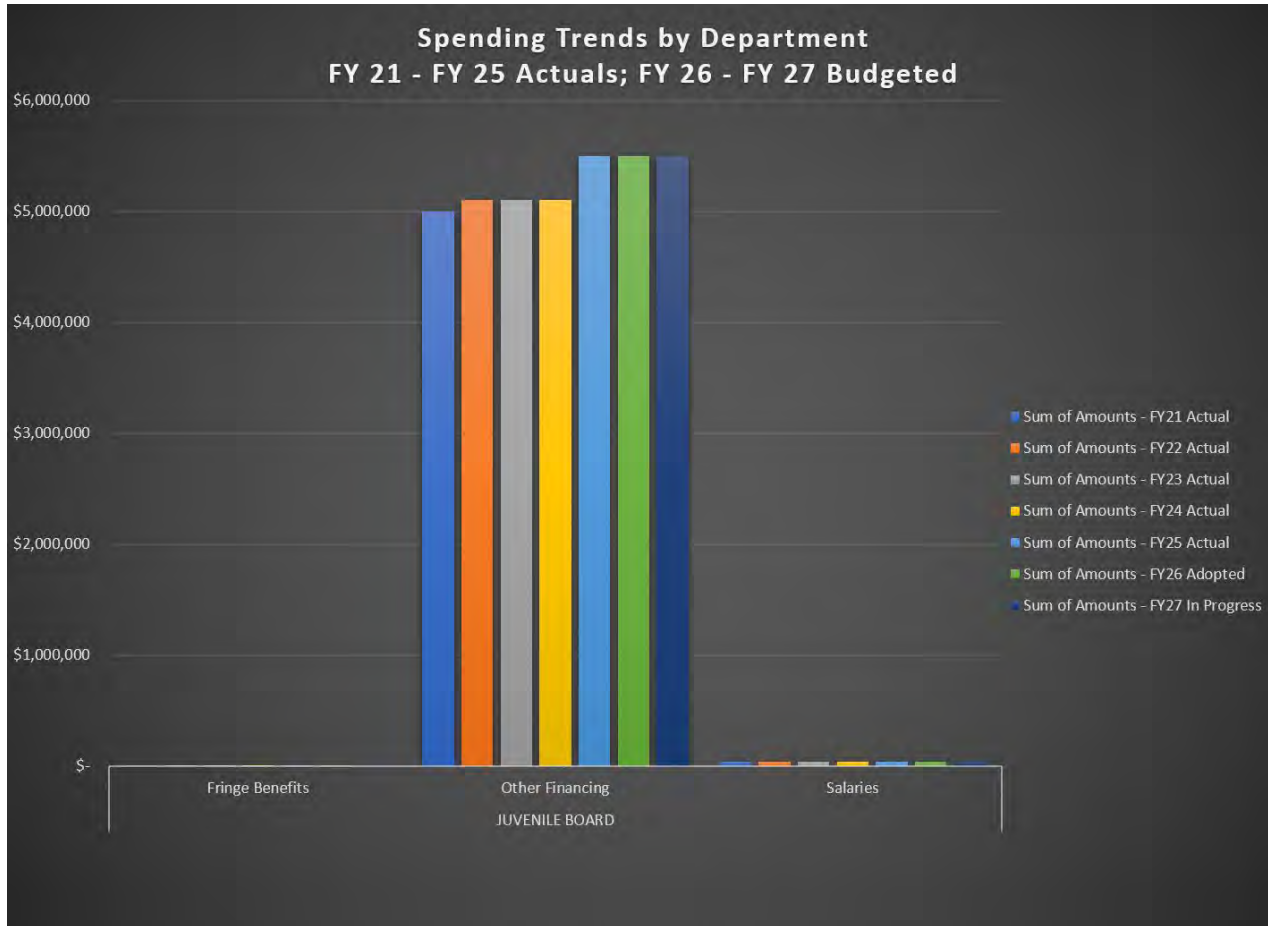


Department / Office Spotlight: Juvenile Board - 590

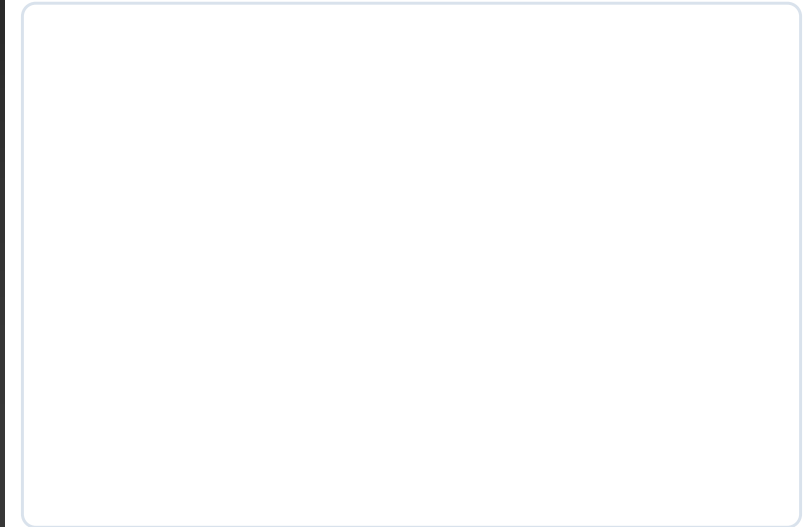
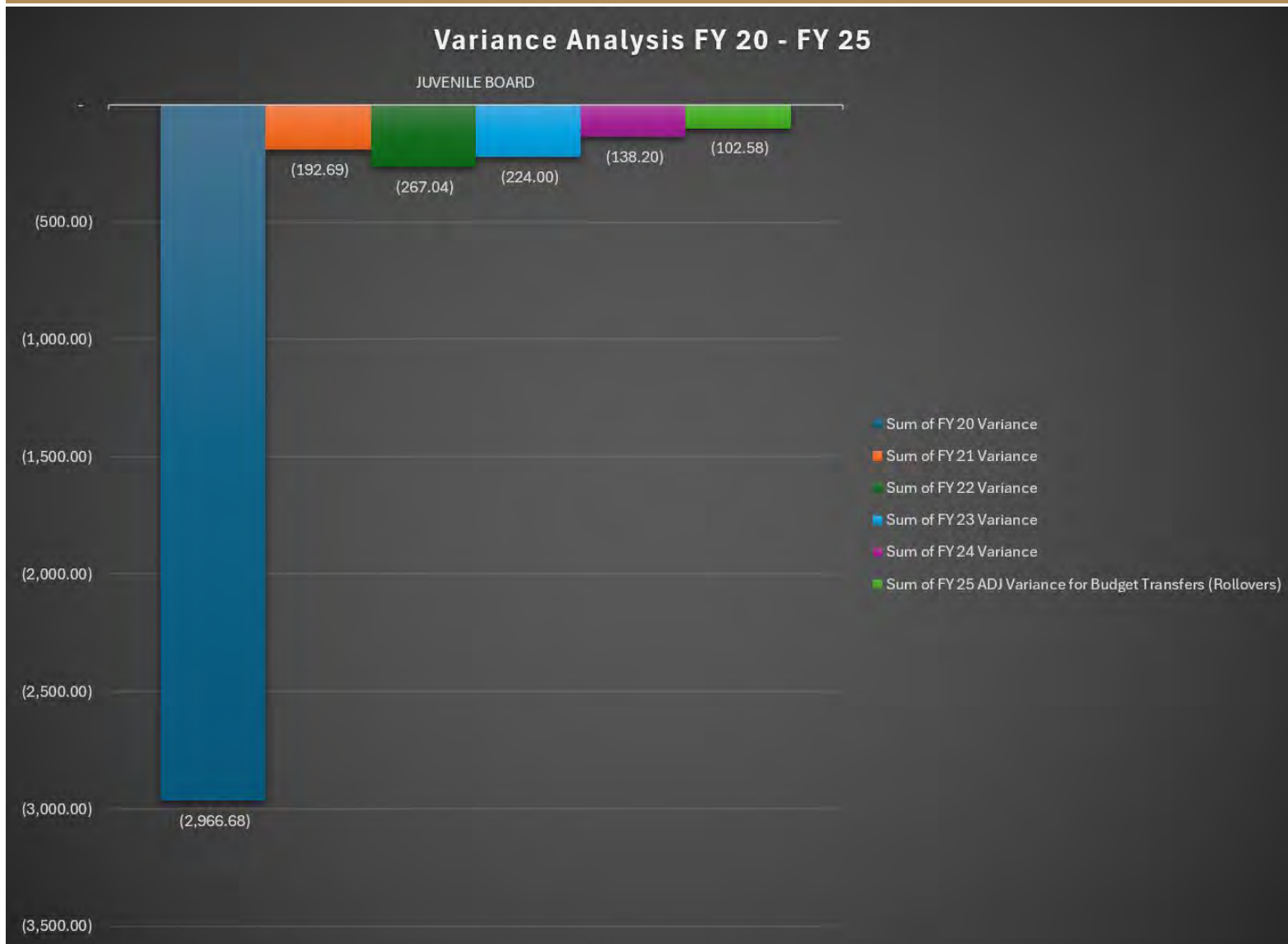
PROPOSED BUDGET

\$5,545,686

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Juvenile Board - 590

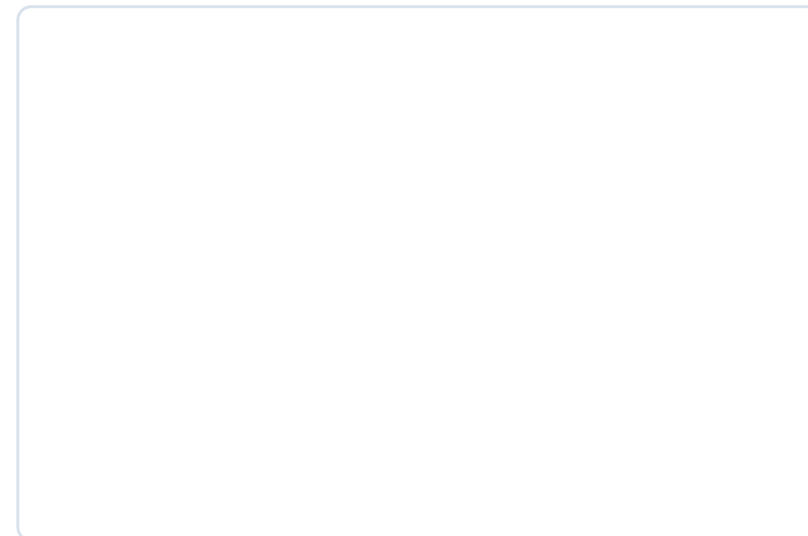
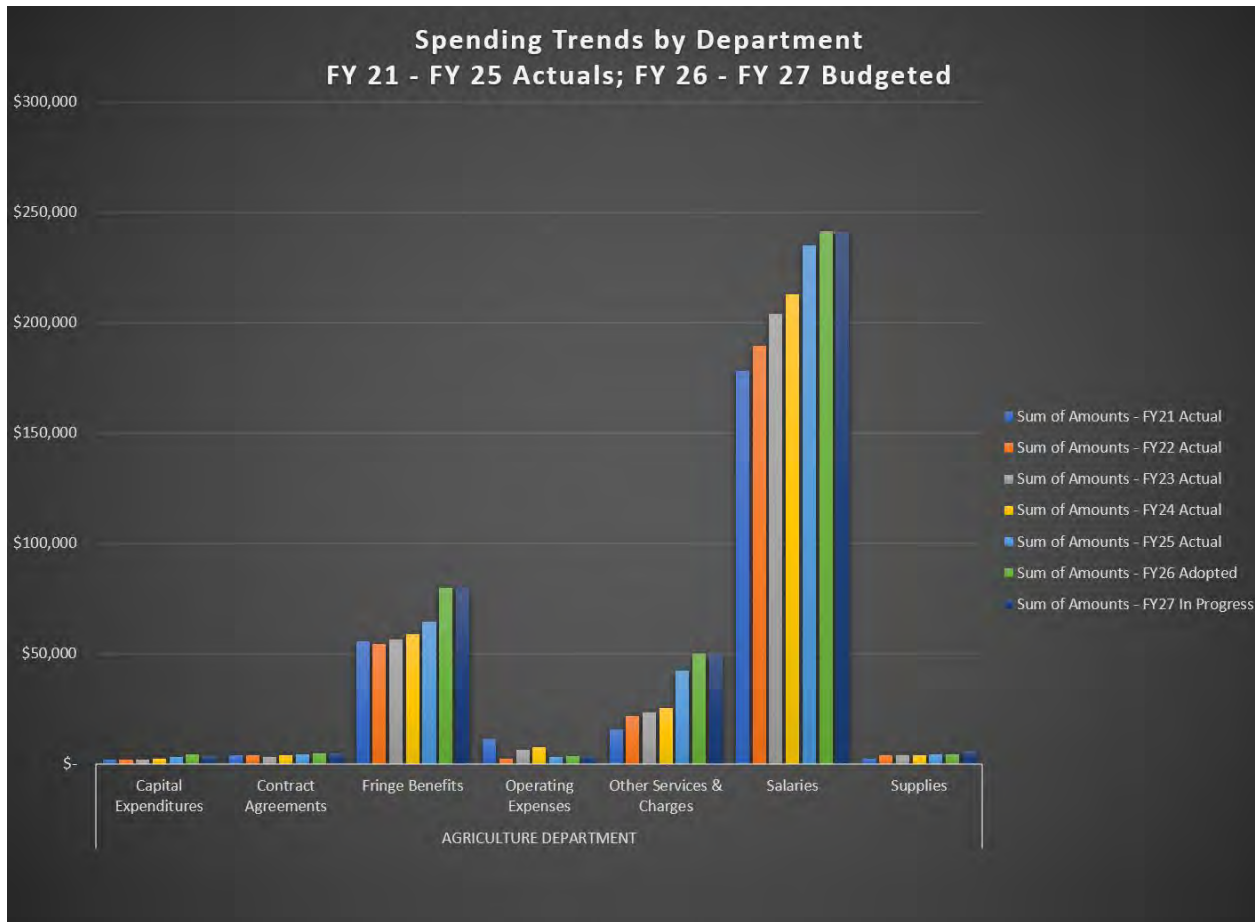


Department / Office Spotlight: Agriculture Department - 665

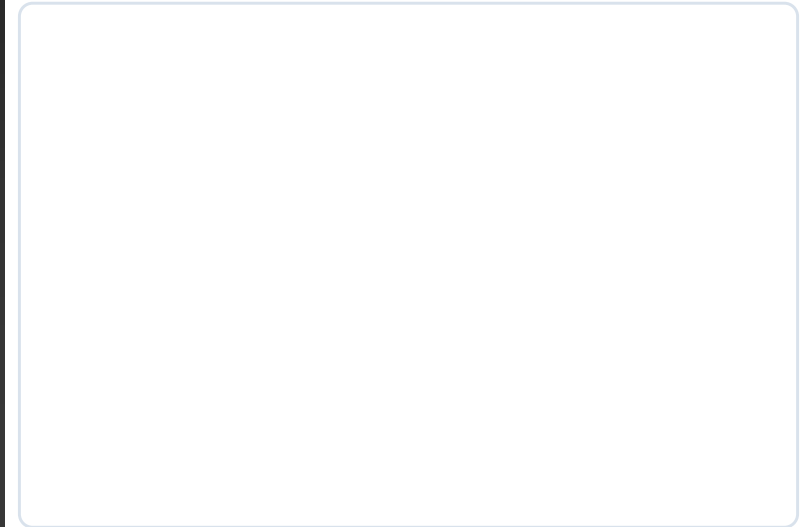
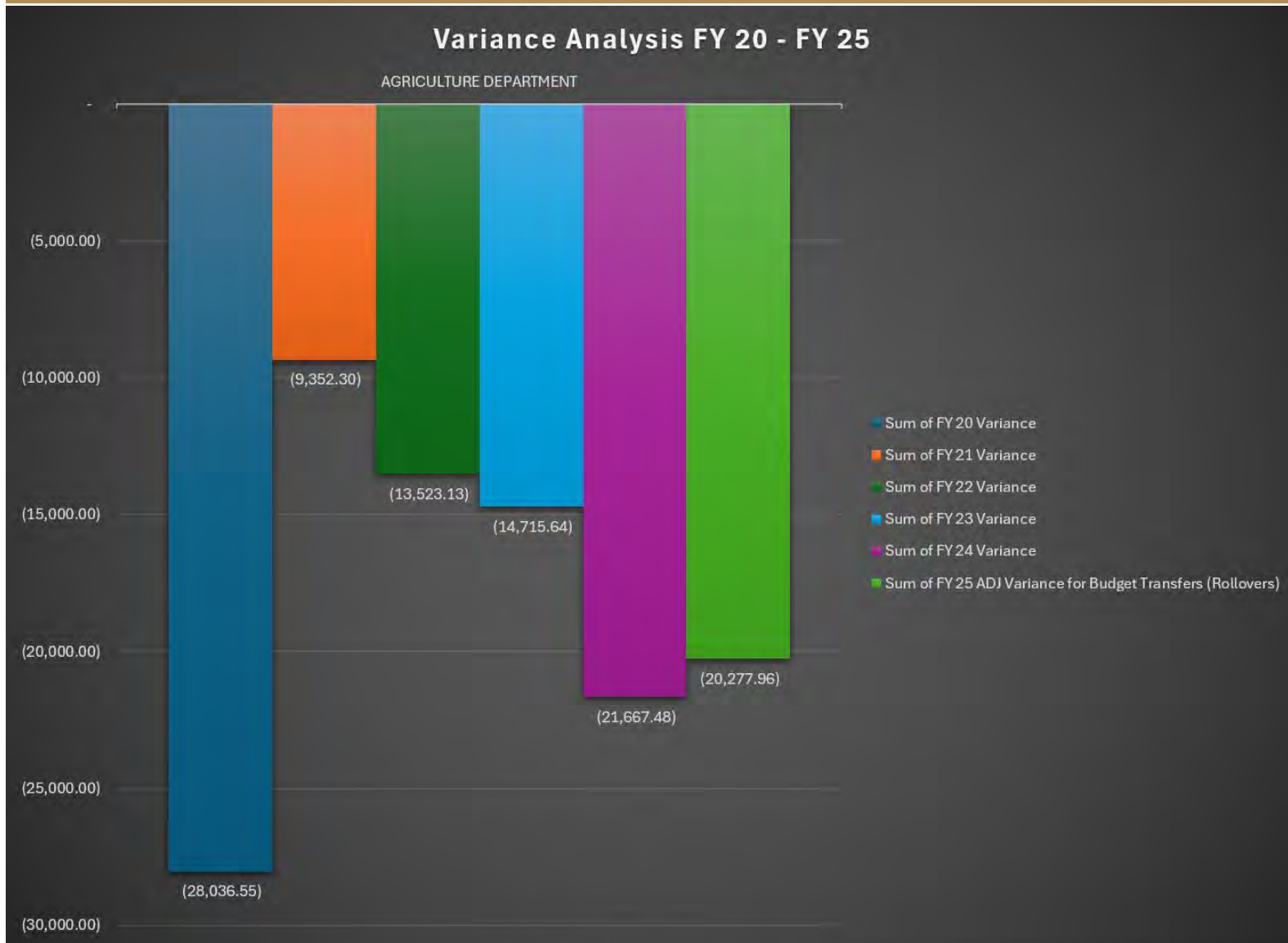
PROPOSED BUDGET

\$389,285

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Agriculture Department - 665

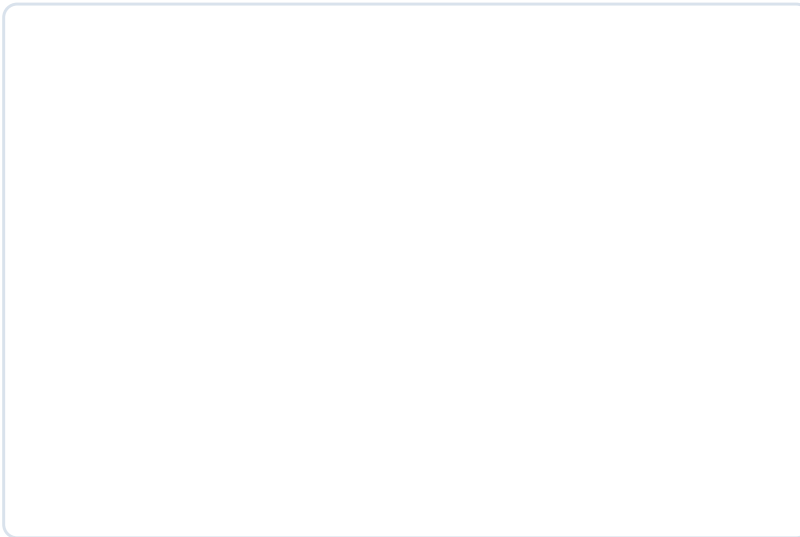
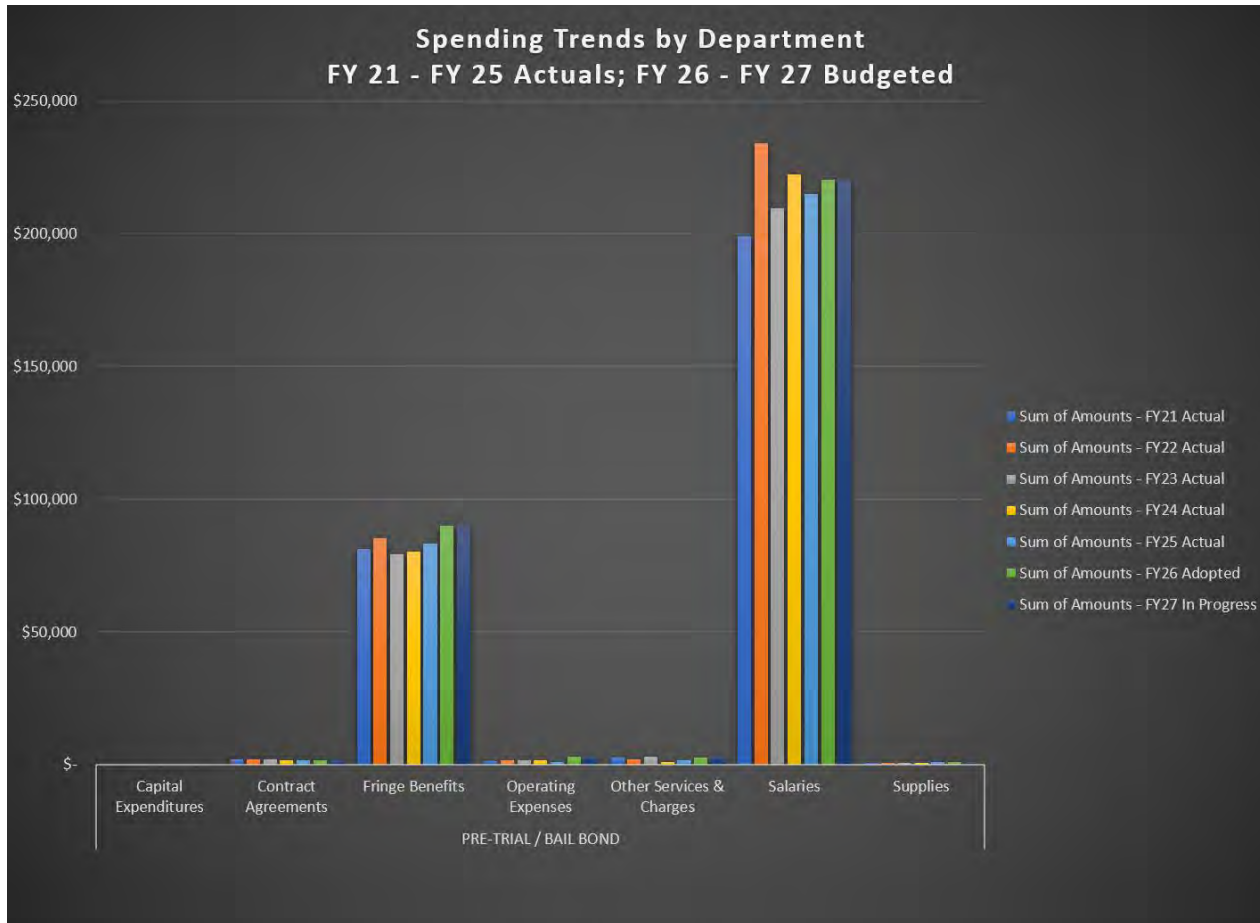


Department / Office Spotlight: Pre-Trial/Bail Bond - 683

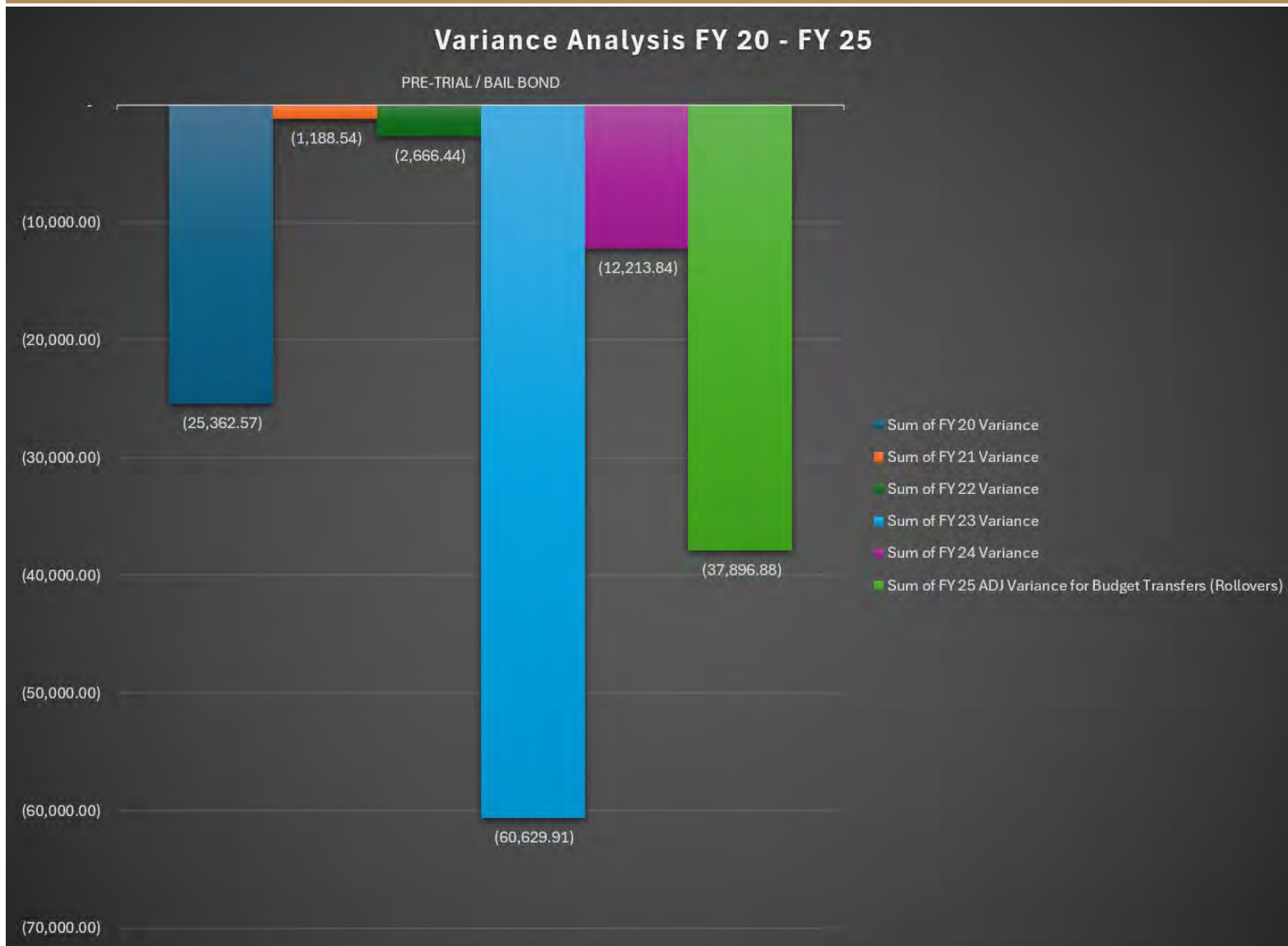
PROPOSED BUDGET

\$318,823

[+/- X.X%] vs. prior adopted



Variance Analysis Trends: Pre-Trial/Bail Bond - 683



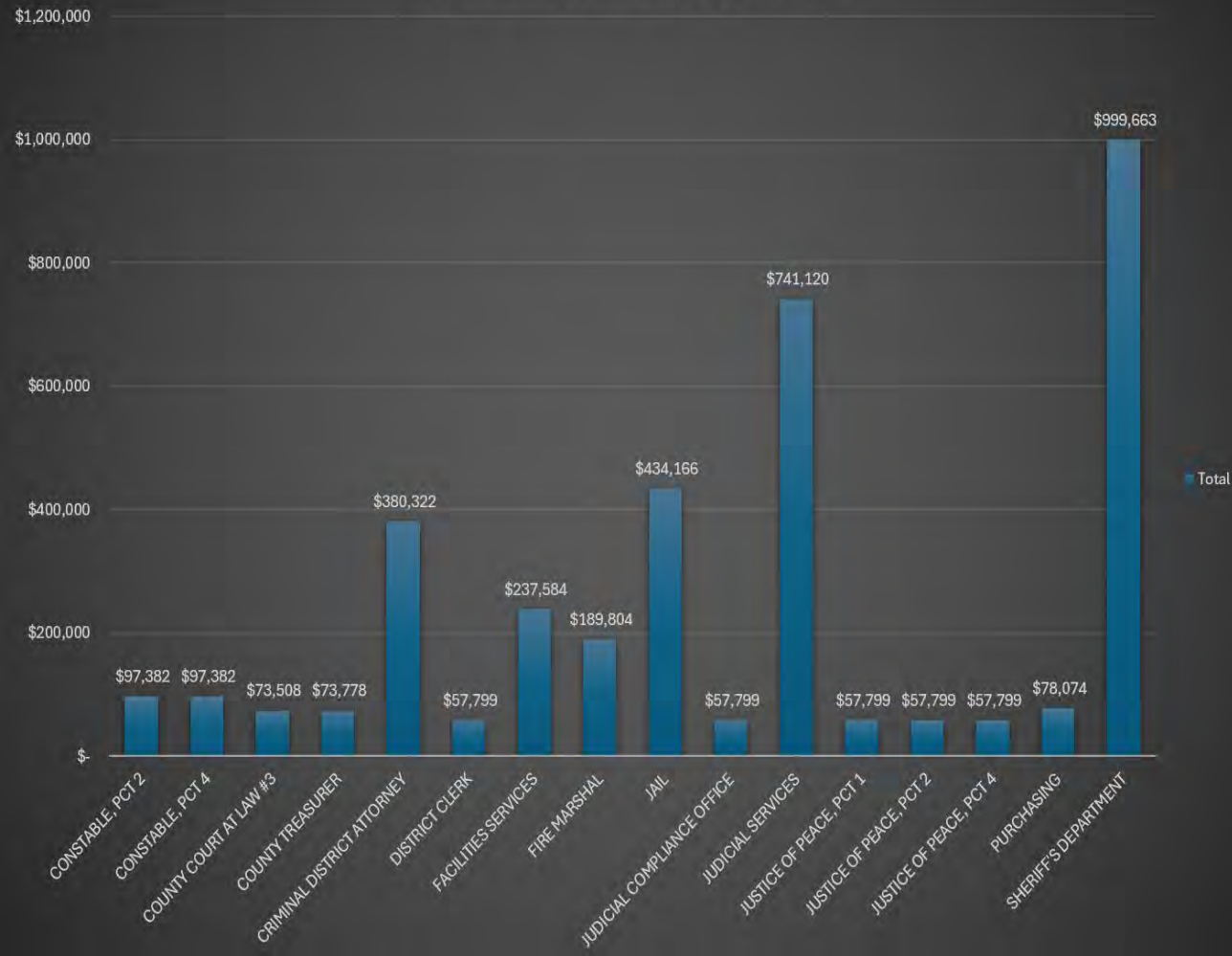
04

Additional Funding Requests

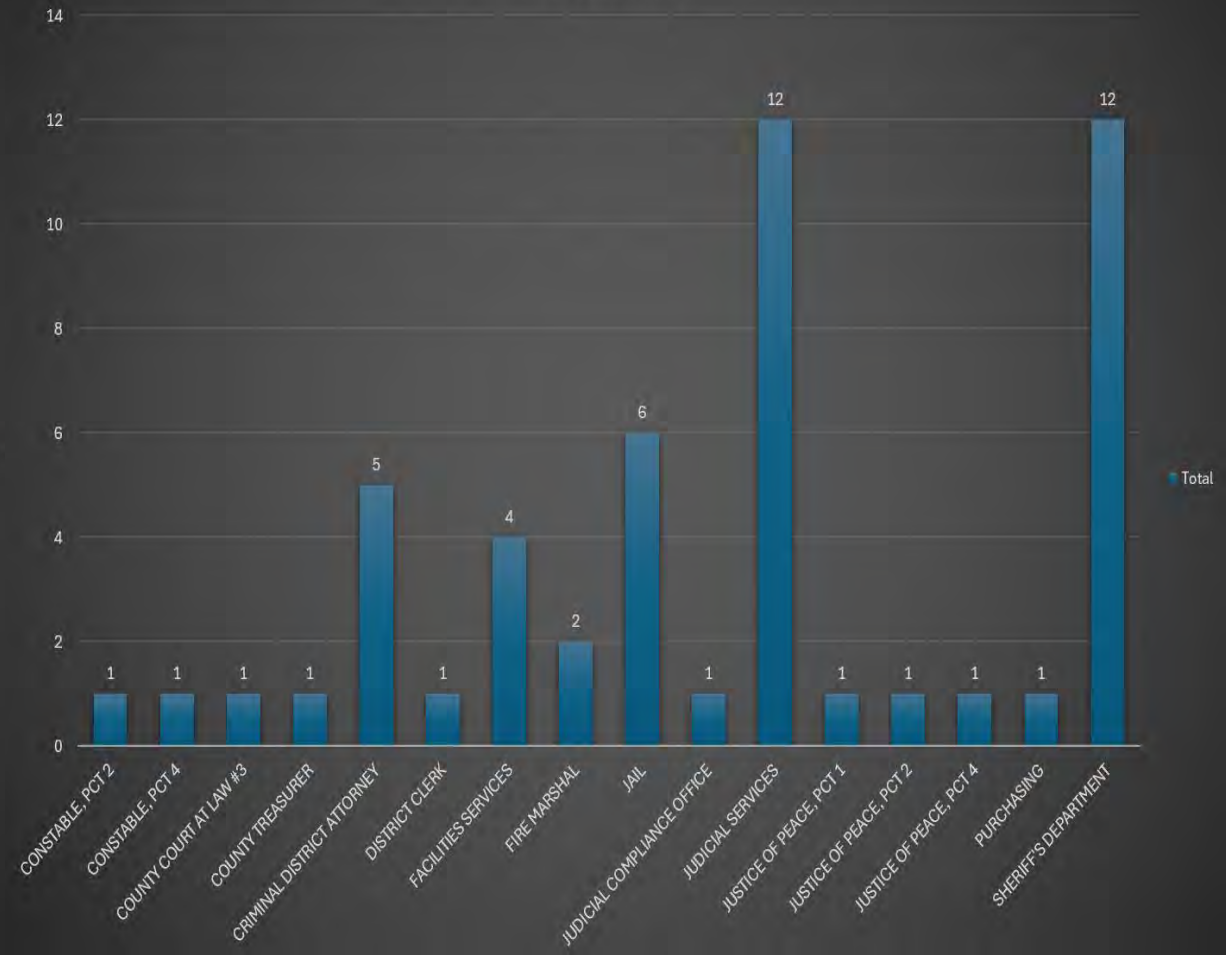


FT Position Request Summary

Position Requests by Department



Position Requests by Department- Number of Full-Time Positions Requested



FT Position Request Summary

Full-Time Staffing Requests by Department

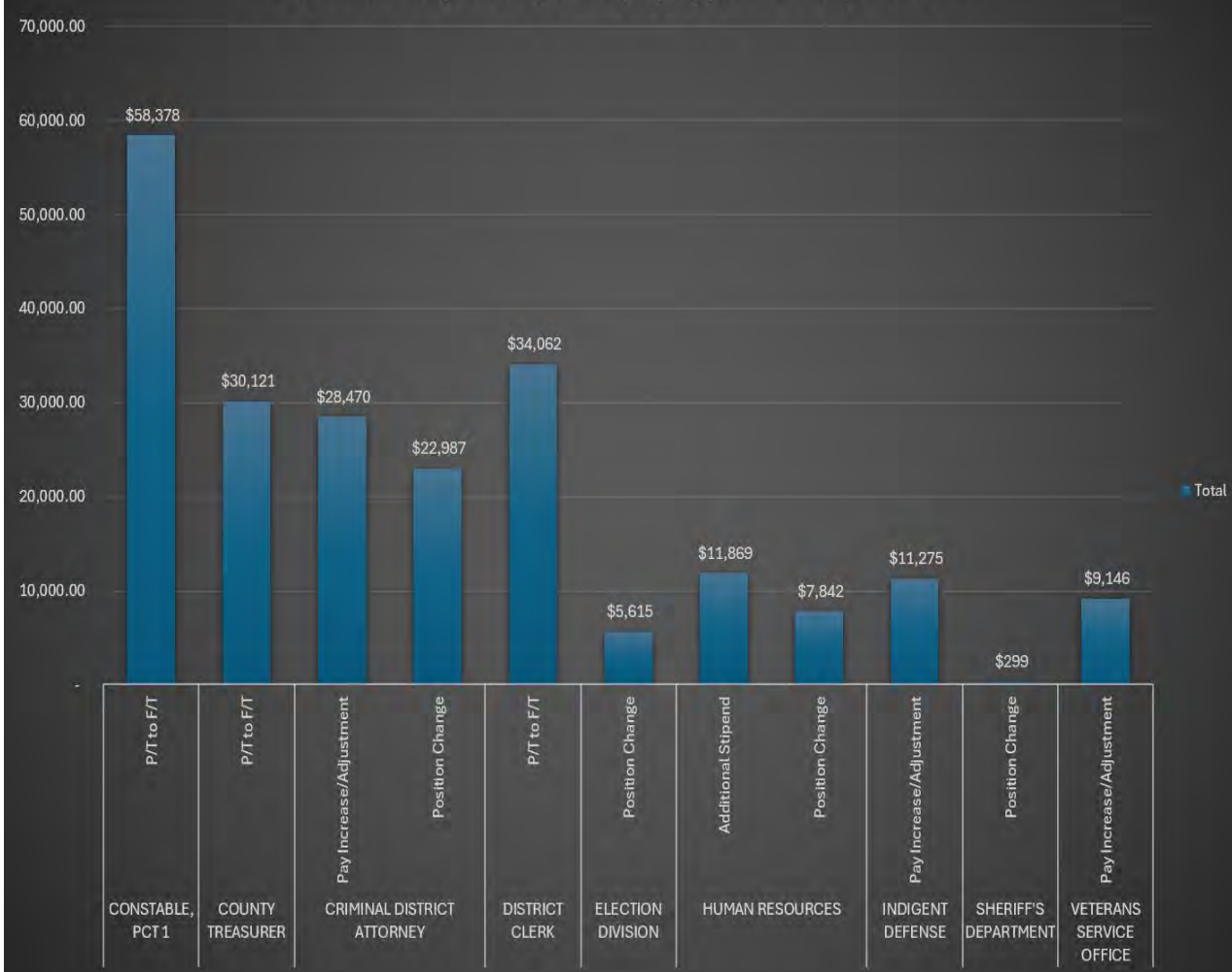
	Count	Sum of Total Estimated FY 27 Budgetary Impact
CONSTABLE, PCT 2		
Deputy V (12+ years) Master	1	97,382
CONSTABLE, PCT 4		
Deputy V (12+ years) Master	1	97,382
COUNTY COURT AT LAW #3		
Court Coordinator I - (0-5 yrs)	1	73,508
COUNTY TREASURER		
Accountant/Bookkeeper I (5-10 yrs)	1	73,778
CRIMINAL DISTRICT ATTORNEY		
Attorney VII	1	148,916
DA Crime Victims Coordinator	2	134,478
Legal Assistant - District Attorney (0-5 yrs)	2	96,928
DISTRICT CLERK		
Deputy Clerk I (0-5 yrs.)	1	57,799
FACILITIES SERVICES		
Custodian (0-1 year)	2	98,088
Maintenance Mechanic	2	139,496
FIRE MARSHAL		
Deputy Fire Marshal - Intermediate	1	100,649
Director of Communications	1	89,155
JAIL		
DO I (0-3 years) Basic	4	277,844
Transport Officer I (0-3 years) Basic	2	156,322
JUDICIAL COMPLIANCE OFFICE		
Deputy Clerk I (0-5 yrs.)	1	57,799

Full-Time Staffing Requests by Department

	Count	Sum of Total Estimated FY 27 Budgetary Impact
JUDICIAL SERVICES		
Courthouse Security Officer I (0-3 years) Basic	12	741,120
JUSTICE OF PEACE, PCT 1		
Deputy Clerk I (0-5 yrs.)	1	57,799
JUSTICE OF PEACE, PCT 2		
Deputy Clerk I (0-5 yrs.)	1	57,799
JUSTICE OF PEACE, PCT 4		
Deputy Clerk I (0-5 yrs.)	1	57,799
PURCHASING		
Contract Specialist - Purchasing	1	78,074
SHERIFF'S DEPARTMENT		
Administrative Assistant (0-5 yrs)	1	61,642
Deputy I (0-3 years) Basic	8	658,768
Investigator I (0-3 years) Basic	2	198,902
Public Information Officer	1	80,351
Grand Total	51	3,691,778

Other Position Requests Summary- Position Changes and Adjustments

Position Requests (Other) by Type and Department



Other Staffing Updates Summary

Sum of Estimated FY 27 Budget Impact

CONSTABLE, PCT 1		
	P/T to F/T	58,378.00
COUNTY TREASURER		
	P/T to F/T	30,121.21
CRIMINAL DISTRICT ATTORNEY		
	Pay Increase/Adjustment	28,470.38
	Position Change	22,987.38
DISTRICT CLERK		
	P/T to F/T	34,061.87
ELECTION DIVISION		
	Position Change	5,615.12
HUMAN RESOURCES		
	Additional Stipend	11,869.00
	Position Change	7,841.83
INDIGENT DEFENSE		
	Pay Increase/Adjustment	11,275.37
SHERIFF'S DEPARTMENT		
	Position Change	299.08
VETERANS SERVICE OFFICE		
	Pay Increase/Adjustment	9,146.08
Grand Total		220,065.31

Additional Funding Requests- Capital Equipment, Vehicles, & Misc.

Additional Funding Requests- Capital Equipment, Vehicles, & Misc. Summary

	Total # of Units	Sum of Estimated Cost	Sum of Estimated Recurring Cost
CONSTABLE, PCT 2			
Chevy Tahoe- 4X4- Replacement Vehicles	2	139,000	
CONSTABLE, PCT 3			
Chevy Tahoe- Replacement Vehicle	1	73,000	
CONSTABLE, PCT 5			
Chevy 1500 4X4	1	73,206	
CRIMINAL DISTRICT ATTORNEY			
Chevy Tahoe- Replacement Vehicle	1	59,000	
ENVIRONMENTAL CRIMES OFFICE			
Chevy Tahoe PPV	2	156,074	
FACILITIES SERVICES			
Standard duty pick-up truck	2	84,000	
SUV- "Tahoe type"	2	84,000	
FIRE MARSHAL			
EOC Incident Command Room Upgrades	1	10,000	
First Due Software Request	1	6,800	5,000
Shelting Trailer	1	40,000	
INFORMATION SERVICES			
(9) iPads for Fire Marshal for new field investigation software	9	9,000	
A/V display for Elections Office	1	1,500	
Juvenile Services Cameras	2	18,470	
Kangaroo high speed duplicators for DA's Office	1	3,000	
Kronos timeclock for Animal Control Shelter area	1	3,500	
New printer purchase for Constable Pct 4	5	2,500	
Public WiFi- Central Jail Attorney Interview area	1	4,000	
Public WiFi- Lobby of Records Department	1	4,000	
Scanners for DA's Office	2	2,000	
Treasurer Office card reader	1	2,500	
WiFi- Juvenile intake area	1	3,000	

JUDICIAL SERVICES

Outfitting for requested courthouse security deputies	11	76,087
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R & B EQUIPMENT DIVISION

0408 2016 Gradall XL3100	1	510,000
International Model HV607 with 5YD Dump Body	2	250,000
John Deere 210G- Tractor Loader with Box Blade	1	115,000
John Deere 5067E Tractor	2	125,000
John Deere 6M 115 Tractor	1	150,000
Leeboy 8616D Paver	1	275,000
Mowermax Prime Mover with Boom Arm & Rotary Mower	1	285,000
Regular and Light-Duty Vehicles (Qty not specified)	1	200,000
ROSCO RB50 Broom	1	90,000
Site Improvements	1	100,000

SHERIFF'S DEPARTMENT

Chevy Tahoe PPV- Replacement Vehicles	11	858,407
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Grand Total	73	3,813,044	5,000
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04

Projected Fund Balance EOY FY 2026



Fund Balance, Reserves, and Structural Balance

Metric	Adopted Budget	Revised Budget @ 06/23/26	YTD Actuals as of 6/23/26	Projected Revenues/Expenditures 06/23/26-09/30/26	EOY- FY 26 Projections as of June 24, 2026	FY 26 Projections @ 06/23/26 vs Revised Budget (Differences)	Source / Location
Beginning GF Unreserved Fund Balance @ 10/01/2025	52,264,051	52,264,051	56,435,938		56,435,938	4,171,887	Budget: FY 2026 Proposed Budget Revised for Adoption, Recapitulation of FY26 Proposed Budget; ACFR FY 25: Schedule 1, ACFR Exhibit 3
Revenues	114,736,800	114,780,284	97,686,971	21,947,532	119,634,503	4,854,219	ACFR Schedule 1; Adopted Budget Recapitulation
Expenditures	110,810,514	111,933,162	74,265,521	9,378,292	108,809,330	3,123,832	ACFR Schedule 1; Adopted Budget Recapitulation
PO Rollovers/Encumbrances			4,774,484				
Revenue Less Expenditures	3,926,286	2,847,123	23,421,450	12,569,240	10,825,173	(7,978,051)	Calculated before transfers to avoid classifying transfers as expenditures
Transfers In	-					-	ACFR Schedule 1 other financing sources
Transfers Out	11,500,000	11,500,000	11,500,000	-	11,500,000	-	ACFR Schedule 1 other financing uses; kept separate from expenditures
Other Financing Sources/(Uses), Excl Transfers	-	-	-	-	-	-	ACFR Schedule 1
Net Change in Fund Balance	(7,573,714)	(8,652,877)	11,921,450	12,569,240	(674,827)	(7,978,051)	Calculated
Ending GF Fund Balance	44,690,337	43,611,174	68,357,388		55,761,111	(12,149,937)	ACFR Schedule 1; Adopted Budget Recapitulation

2

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/12/2026	Submitted by: J Bell
Meeting Date: 6/30/2026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Annual Review of Smith County Tax Abatement Agreements	
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 regarding the Annual Review of Smith County Tax Abatement Agreements and authorize the continuation of all active tax abatement agreements for projects determined to be in compliance with their respective performance commitments.	
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: J Bell	Email: jbell2@smith-county.com
Name: T Wilson	Email: twilson@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 # _____



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Economic
Development
Council

June 12, 2026

Smith County Commissioners Court
Smith County Courthouse Annex
200 E. Ferguson, Suite 100
Tyler, TX 75702

RE: Agenda Items for June 30, 2026 Meeting

****Enclosure****

Dear Smith County Commissioners Court,

I am writing to formally submit items for consideration on the agenda for the upcoming meeting scheduled for **Tuesday, June 30, 2026**.

- I. Consider and take appropriate action regarding the Annual Review of Smith County Tax Abatement Agreements and authorize the continuation of all active tax abatement agreements for projects determined to be in compliance with their respective performance commitments.**

Please see the attached memorandum for a detailed overview of the annual tax abatement review.

Thank you for your attention to these important matters. I look forward to our meeting.

Sincerely,

Scott Martinez, CEcD

President & CEO

/ah



MEMORANDUM

DATE: June 12, 2026

TO: Smith County Commissioners Court

FROM: Scott Martinez, President & CEO

RE: **Agenda Items for June 30, 2026 Meeting**

SUBJECT: 1. Annual Tax Abatement Review

ANNUAL TAX ABATEMENT REVIEW

On April 8, the Smith County Tax Abatement Committee met to review the status of six ongoing Smith County-initiated projects as of December 31, 2025. The committee found that these expansion projects have created 3,654 new jobs and retained 975 jobs. Additionally, these companies have invested approximately \$423 million in new plant and equipment in Smith County.

Property taxes have been paid on time for four of the five County-initiated projects reviewed.

Averitt Express
Sanderson Farms (hatchery)
Sanderson Farms (plant)
Tyler Pipe

Each company receiving an abatement agrees to on-site visits and annual status reports as part of the compliance monitoring procedures required by the tax abatement policy adopted by the Smith County Commissioners Court.

Smith County is participating in two additional projects that were initiated by the City of Tyler. The City's oversight committee conducted a similar review of:

Hood Packaging
Trane Technologies

Property taxes have been kept current by these projects.

Five companies, representing six projects, are in compliance with all terms. The Committees' recommended tax abatements for each company, as shown in the chart above, and in accordance with the terms of the tax abatement agreements.



Abatement Summary

Company	Agrmt Date	Years/ Terms	Investment (000's)		Job Base	New Jobs			Jobs Created	Abatement Recommendation
			Approved	Actual		By	Req'd	Actual		
Averitt	23-Feb	2-80% 2-60% 1-40%	10,000	19,979	20	24-Dec	28	28	8	80%
Hood Packaging*	22-Apr	4-80%	17,500	20,620	137	25-Dec	147	158	21	80% Last Year
*Sanderson Farms Hatchery	17-Apr	7-80% 3-50%	18,000	22,982	0	25-Dec	106	96	96	49% City of Lindale 45% Smith County
*Sanderson Farms Plant	17-Apr	7-80% 3-50%	130,000	172,504	0	25-Dec	1,200	1,668	1668	80%
Trane	21-Jul	3-100% 2-80% 2-60% 2-40% 1-20%	76,700	119,000	400	25-Dec	400	1957	1557	80%
Tyler Pipe	21-Jul	5-80%	36,000	87,200	368	25-Dec	380	505	137	80% Last Year
Totals			252,200	442,285	925		2,261	4,412	3,487	



REVIEW OF AVERITT TRUCKING AGREEMENT

Averitt Trucking began operations over 50 years ago as a small trucking company hauling dry goods between Nashville, Tennessee, and Livingston, Tennessee. Today, Averitt is one of the nation's leading freight transportation providers, handling shipments around the globe. Averitt's headquarters is located in Cookeville, Tennessee.

The company is seeking to identify an additional location along the eastern Texas/Louisiana corridor and are analyzing its existing real estate and employment footprint in several locations to determine where future growth and investment should be made long-term. Currently, Averitt has service centers/distribution centers located in Tyler, Austin, Dallas, Waco, Shreveport, Beaumont, and Little Rock, Arkansas.

Averitt currently employs 20 workers at its facility in northern Smith County and has expanded its operations through the development of a new 20,000-square-foot regional office and distribution facility. The project represents an estimated capital investment of \$10 million in building improvements and equipment.

The expansion is projected to create 25 new jobs over a three-year period, with an initial average annual salary of approximately \$71,000 plus benefits. Assuming a 5% annual wage increase, the average salary is expected to reach approximately \$86,000. The project was anticipated to be completed during the first quarter of 2024.

*As of December 31, 2025, Averitt Trucking has invested **\$19,978,538** in the project, which is **\$9,978,538 above the minimum investment required under the tax abatement agreement**. Additionally, the company has retained **20 jobs** in accordance with its employment commitments.*

REVIEW OF HOOD PACKAGING AGREEMENT

Hood Flexible Packaging is a leading manufacturer and supplier of plastic film and bags, woven polypropylene bags, coated and laminated materials, and paper packaging. The facility is located at 2410 N. Lyndon Avenue, adjacent to the former Carrier facility in northeast Tyler. Hood is privately owned with headquarters in Hattiesburg, Mississippi. Hood has over 150 years of bag-making experience with 23 manufacturing facilities in 16 states across North America.

Hood Flexible Packaging purchased Bonar Packaging, Inc. in 2000. Since then, \$51 million has been invested in major capital projects in Tyler. Employment increased from 78 in 2012 to an average of 145 in 2021. The average salary is \$41,600. After an annual 2% increase, the average salary for these new positions is expected to reach \$45,000 in five years.

Hood is planning a major expansion for the Tyler plant, retrofitting the warehouse and adding a new press and other production equipment. Part of the equipment purchase will allow the plant to recycle more of its waste, providing a



positive impact on the environment. The projected investment for the expansion is \$17 million, with the creation of 15 new jobs. The net economic impact of this project over 10 years is estimated to be \$1.1MM.

On March 29, 2022, the City of Tyler Reinvestment Zone Committee recommended a **four-year**, 80% tax abatement for a \$17 million capital investment and the creation of 15 new full-time jobs.

As of December 31, 2025, Hood Packaging Corporation has added 21 new jobs, bringing total employment to 158. The company has also made capital investments exceeding \$20 million in plant facilities and equipment, surpassing the investment commitments outlined in the tax abatement agreement. Having successfully fulfilled its obligations, 2025 marks the final year of the agreement.

REVIEW OF SANDERSON FARMS AGREEMENT

Founded in 1947 in Laurel, Mississippi, Sanderson Farms is one of the country's leading food companies, with annual sales exceeding \$2.8 billion and a weekly processing capacity of 10.625 million chickens. On July 22, 2022, Wayne Farms merged with Sanderson Farms to create Wayne-Sanderson Farms.

Sanderson currently operates three facilities in Texas, located in Bryan, Palestine, and Waco. As part of its Texas IV project, the company constructed a 210,000 sq. ft. processing plant on approximately 200 acres in Tyler/Smith County on FM 2015, north of I-20. The project is expected to create an investment of \$130 million and create over 1,400 hourly jobs and 90 salaried jobs. The estimated payroll for the facility is \$36.3 million. The plant will be capable of processing 1.25 million chickens per week. The site will house a live haul shed, wastewater treatment facility, and related equipment, a truck shop, and a parking area.

Sanderson also constructed a 65,000 square foot administration, hatchery, and live haul site on 16+ acres in the Lindale Industrial Park. The hatchery building houses 52 hatchers and incubators capable of processing, incubating, and hatching approximately 1.5 million eggs and 1.3 million chicks per week. The project is expected to result in an investment of \$18 million and the creation of 106 jobs. The estimated annual payroll for the facility is \$4.1 million.

In March 2017, Sanderson Farms was approved for a 10-year, tiered abatement for the Processing Plant and Hatchery.

As of December 31, 2025, Wayne-Sanderson Farms, Inc. has exceeded its original capital investment commitments at both the Hatchery and Processing Plant facilities and has met its overall job creation goals for the project. The company has retained 96 of the 106 required Hatchery positions, with the shortfall of 10 positions attributable to normal employee attrition, and has invested approximately \$23 million in the Hatchery facility. At the Processing Plant, Wayne-Sanderson Farms has created 1,668 new jobs, offsetting the shortfall at the hatchery, and has invested approximately \$172 million in facility improvements and equipment.

REVIEW OF TRANE AGREEMENT



Trane Technologies was incorporated in 1913 and is based in Davidson, NC. The company manufactures and markets heating and air ventilation equipment. Trane's Tyler facility, which opened in 1956 as an air conditioning plant, has since grown to become one of Tyler's largest businesses and strongest community supporters. The Tyler facility is one of the single largest Trane facilities in the world. The organization is focused on being a market leader providing innovative products that center on safety, comfort, and efficiency for its customers – from a mobile app that enables remote control of home thermostat and security systems to exceptional LEED design technologies.

Trane is committed to retaining the 400 existing jobs that were housed in building “9,” which collapsed during the winter storm in 2021. Trane has invested \$76 million to construct a new building and assembly lines at the Tyler facility as a result of the building 9 collapse. In addition to rebuilding 4 assembly lines, this investment will create 3 additional assembly lines. The investment will allow for improved internal and external material flow as well as improved labor productivity.

Trane is the largest manufacturing employer in Tyler/Smith County and continues to maintain a strong relationship with the Tyler business community and has partnered with local government on previous projects.

On September 28, 2021, the Tyler City Council unanimously approved a 10-year, tiered tax abatement agreement (3 years/100%; 2 years/80%; 2 years/60%; 2 years/40%; 1 year/20%) for a construction and improvements project.

As of December 31, 2025, Trane Technologies has maintained its committed employment base of 400 positions associated with the new facility, invested approximately \$118 million in the project, and created 1,557 additional jobs. As a result, total employment across the office and manufacturing facilities has grown to 1,957.

REVIEW OF TYLER PIPE AGREEMENT

McWane Enterprises (“McWane”) is a large manufacturing company headquartered in Birmingham, Alabama, with over 25 facilities through the North America and the world. McWane manufactures many products, including ductile iron pipes, valves, and fittings, which are made from durable, recyclable materials and move potable water cleanly and safely to homes and communities across North America. McWane also manufactures other products such as steel pressure vessels, fire hydrants, fire extinguishers, and fire suppression systems; and, builds network switches and monitoring equipment.

McWane also operates a large manufacturing facility in Tyler, Smith County, Texas under the trade name Tyler Pipe (“Tyler Pipe” or the “Company”). Tyler Pipe designs and develops cast iron soil pipes and pipe fittings for distribution throughout the United States and many foreign countries. The company manufactures backwater valves, cleanouts, closet carriers, fixture carriers, floor drains, floor sinks, hydrants, interceptors, roof drains, stainless steel, trap primers, trench drains, and water hammer arrestors. It also provides couplings, hub and spigot gaskets, and SV hub and spigot cast iron soil pipes and fittings. Tyler Pipe was founded in 1935 and was formerly known as Tyler Pipe Industries. Tyler Pipe operated as a privately owned company until 1995, when it was acquired by McWane, Inc.



McWane’s planned investment of approximately \$36 million into its Smith County facility will allow the Company to continue to enhance its existing manufacturing capabilities and to provide a stable employer for the citizens of Tyler/Smith County, Texas. The investment will include, but will not be limited to, the replacement and enhancement of equipment throughout the facility.

Tyler Pipe has maintained a consistent level of employment compared to other companies in its industry, which is partly due to the company’s commitment to creating an environment focused on its employees. Even during the recent economic downturn, Tyler Pipe has remained committed to maintaining its current workforce without any layoffs.

As of December 31, 2025, Tyler Pipe has made a capital investment of approximately \$87 million and created 137 new jobs, demonstrating continued compliance with its tax abatement commitments and ongoing investment in the local economy. Having successfully fulfilled its obligations, 2025 marks the final year of the agreement.

FISCAL/OPERATIONAL IMPACT

The actual amount of taxes abated depends on the timing of the investment, the Smith County Appraisal District's appraised value, annual depreciation, the number of jobs created and retained, and future tax rates. A projected total of \$259,600,000 in total property value could be abated:

Averitt Express	\$ 10,000,000
Hood Packaging	\$ 17,500,000
Sanderson Farms (Hatchery)	\$ 18,000,000
Sanderson Farms (Processing Plant)	\$130,000,000
Trane	\$ 76,700,000
Tyler Pipe	\$ <u>36,000,000</u>
Total	\$288,200,000

Based on the current Smith County tax rate of **\$0.364231 per \$100 valuation**, the remaining active tax abatements could result in an estimated **\$4.9 million** in deferred County tax revenue over the life of the agreements, depending on future appraised values.

The amount reported as abatable investment in these projects does not include other non-abatement capital investment, in-state inventory taxes, sales tax, or expenditures made to suppliers and vendors.



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RECOMMENDATION

- The Smith County Tax Abatement Committee recommends that the Commissioners Court accept the Annual Review of Smith County Tax Abatement Agreements as presented and authorize the continuation of all active tax abatement agreements based on satisfactory compliance with their respective performance commitments.

3

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/28/26	Submitted by: T. Wilson
Meeting Date: 07/072026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Receive Order Appointing Smith County Auditor & Bond Approval	
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: Receive an Order of Appointment of the Smith County Auditor and setting a base salary pursuant to the Smith County District Judges' Order, dated June 26, 2026 in accordance with Section 84.003 of the Texas Local Government Code. Consider and take necessary action to approve a bond for the Smith County Auditor pursuant to Section 84.007, and authorize the County Judge to sign all necessary documentation.	
Background: On June 26,2026 The District Judges of Smith County approved an Order Appointing Timothy Hollis as Smith County Auditor, effective July 1, 2026 for a two year term. This order also sets a salary based the current Auditor Salary Schedule. This Order and appointment is required to be submitted to the Commissioners Court, and included in the minutes of the Commissioners Court. Pursuant to Chapter 84.003(b) of the Texas Local Government Code the Commissioners Court "shall record in its minutes the judges' action and an order directing the payment of the auditor's salary." A bond of no less than \$5,000, payable to the Smith County District Judges is also required.	
Financial and Operational Impact: Salary: Step1: \$158,039 Step2: \$167,521 Step3: \$176,711 Bond: \$5,000 payable to the Smith County District Judges	
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 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 # _____

**Oath of County Auditor
Smith County, Texas**

I Timothy Hollis, do solemnly swear that I have previously held the positions of public or private trust that are listed for the length of time indicated

Position	Public/Private	Length of Time Held

I do further swear that I have the qualifications for the Office of County Auditor required by Chapter 84 of the Local Government Code; I have in the past and shall continue to comply with the Continuing Education requirements set forth in Chapter 84 of the Local Government Code; and that I am not personally interested in any contract with Smith County, Texas.

Timothy Hollis

SWORN TO and subscribed before me by Timoty Hollis on this 1st Day of July 2026.

Notary of the Public in and for Smith County, Texas



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

MEMBER CONTACT INFORMATION:

Member Name:	Smith County
--------------	--------------

As specified in the Interlocal Agreement, each member hereby designates a Contact Person (Pool Coordinator) to whom we shall send all communication in regards to TAC RMP coverages. This person will be TAC RMP's main contact for daily matters pertaining to your TAC RMP coverages. Other contacts may be assigned by the County Judge / Presiding Official as specified below.

Pool Coordinator: All lines – main contact	Current Contact	Changes / Corrections
Name / Title	Christina Haney / Asst. Purchasing/Rsk Coord.	
Address	200 East Ferguson Ste 414 Tyler, TX 75702-7236	
Phone / Fax	(903) 590-4725 / (903) 590-4723	
Email	chaney@smith-county.com	

*Billing Coordinator: Receives all TAC RMP invoices	Current Contact	Changes / Corrections
Name / Title	Karin Smith / Auditor	
Address	200 E Ferguson, Ste 407 Tyler, TX 75702	
Phone / Fax	(903) 590-4700	
Email	ksmith@smith-county.com	

*Workers' Compensation Coordinator: Sends all payroll info to Pool	Current Contact	Changes / Corrections
Name / Title	Jaye Lynn Collins / HR Specialist	
Address	200 E Ferguson St Ste 202 Ste 202 Tyler, TX 75702-5927	
Phone / Fax	(903) 590-4643 / (903) 590-4640	
Email	jcollins@smith-county.com	

Signature of County Judge
(or Presiding Official of the political subdivision)

Print Name / Title: _____

Date: _____

*Optional contacts (Pool Coordinator is mandatory)

4

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/28/26	Submitted by: T. Wilson
Meeting Date: 07/072026	Department: Commissioners Court
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Receive Order Appointing Smith County Auditor & Bond Approval	
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: Receive an Order of Appointment of the Smith County Auditor and setting a base salary pursuant to the Smith County District Judges' Order, dated June 26, 2026 in accordance with Section 84.003 of the Texas Local Government Code. Consider and take necessary action to approve a bond for the Smith County Auditor pursuant to Section 84.007, and authorize the County Judge to sign all necessary documentation.	
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Financial and Operational Impact: Salary: Step1: \$158,039 Step2: \$167,521 Step3: \$176,711 Bond: \$5,000 payable to the Smith County District Judges	
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 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 # _____

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Smith } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No.

That we, Timothy Olen Hollis, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 District Judge(s), his successors in office, in the sum of 2 Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 29th day of June, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of July, 2026, duly elected or appointed to the office of County Auditor in and for 3 Smith County, State of Texas, for a term of 2 year s commencing on the 1st day of July, 2026.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of county auditor.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy _____ County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 29th day of June,
2026, personally appeared Larry Kasten to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Petrik
Notary Public

My Commission Expires August 11, 2028

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Auditor County of Smith County

bond with bond number

for Timothy Olen Hollis

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

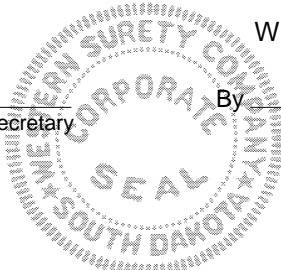
"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 29th day of June, 2026.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

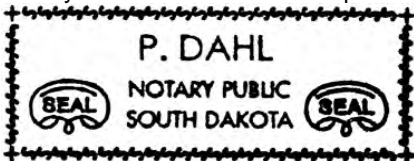
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 29th day of June, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl

My Commission Expires June 18, 2031

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Invoice #	108006	Page	1 of 1
Account Number	SMITCOU-01	Date	6/29/2026
BALANCE DUE ON		7/1/2026	
AMOUNT PAID		Amount Due	\$92.50

Smith County
 Christina Haney
 200 East Ferguson, Room 414
 Tyler, TX 75702

(903) 590-4722

Smith County	Bonds	PolicyNumber: 67932372	Effective: 7/1/2026	to 7/1/2028
--------------	-------	------------------------	---------------------	-------------

Trans Eff Date	Due Date	Description	Amount
7/1/2026	7/1/2026	26-28 BOND - Timothy Hollis - Auditor - New Bond	\$92.50
Policy Total			\$92.50

Remit Check To:
 Hibbs Hallmark & Company
 P.O. Box 8357
 Tyler, TX 75711

Or Click Link or Scan
 QR Code to Sign
 Onto myHHC to pay



<https://portal.csr24.com/mvc/5618484>

Total Invoice Balance: \$92.50

Or Click the link to Pay Now <https://hhc.appliedpay.com/>

Each Transaction incurs a non-refundable \$4.00 ACH Fee or 3.5% Credit Card Fee

5

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: JUNE 25, 2026	Submitted by: FRANK DAVIS
Meeting Date: JULY 7, 2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: City of Arp Interlocal Agreement for Road & Bridge Services	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve an Interlocal Agreement between Smith County and the City of Arp for Road & Bridge Services.	
Background: The Road and Bridge Department is requesting the Commissioners Court to approve the Interlocal Agreement with the City of Arp for road improvements services. This proposed services is specifically for pavement improvements to N. Main Street in front of the Arp Elementary School. This ILA was approved on June 1, 2026 by the City of Arp City Council.	
Financial and Operational Impact: City of Arp will reimburse Smith County for materials and work.	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

STATE OF TEXAS §
COUNTY OF SMITH §

**INTERLOCAL AGREEMENT
BY AND BETWEEN
SMITH COUNTY, TEXAS
AND
THE CITY OF ARP, TEXAS**

This Agreement is entered into by and between The City of Arp, Texas, hereinafter referred to as ("CITY"), a political subdivision of the State of Texas, with the authorization of its governing body, and Smith County, hereinafter referred to as ("SMITH"), a political subdivision of the State of Texas, with the authorization of its governing body.

RECITALS

WHEREAS, The parties are authorized to enter into this Interlocal Agreement ("Agreement") pursuant to Section 791.001, *et seq.*, of the Texas Government Code, also known as the Interlocal Cooperation Act; and

WHEREAS, CITY is the owner of certain streets and roads; and

WHEREAS, CITY is desirous of making paving improvements on CITY'S public streets and roads to enhance the safety and accessibility of the public; and

WHEREAS, SMITH owns certain road construction equipment, which can be used for the maintenance of CITY'S streets and roads; and

WHEREAS, Both governing bodies hereto believe that entering into this Agreement is in the public interest and will enhance the lives of those persons residing not only in CITY'S geographical boundaries but the lives of persons residing in Smith County as well; and

WHEREAS, CITY is desirous of contracting with SMITH to perform road improvements to certain CITY'S public streets and roads, as listed in Exhibit A; and

WHEREAS, CITY has agrees to reimburse the SMITH for materials and actual costs associated with the road improvements to CITY'S public streets and roads.

WHEREAS, SMITH will be conducting road improvements to the portions of the public streets and roads that extend beyond the CITY limits.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, the parties mutually agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the terms, rights and duties of the parties whereby SMITH is to provide certain governmental functions and services limited to the undertaking of paving CITY'S public streets and roads owned by and located within the corporate limits of CITY.

TERMS. RIGHTS AND DUTIES

1. **Services**. SMITH, by and through its County Road & Bridge Department, under the supervision of its County Engineer, agrees to pave CITY'S public streets as described in the attached Exhibit "A" and incorporated herein for all purposes. SMITH shall do so to the extent expressed by its County Engineer in the Project's Description prepared by SMITH'S County Engineer and attached hereto as Exhibit "B" and incorporated herein for all purposes. It is expressly agreed that SMITH is to provide equipment, labor, and material as deemed appropriate by its County Engineer for completion of this project, and CITY is to reimburse SMITH for all material and actual costs. It is expressly understood by both parties that this is a one-time project undertaken with no obligation on the part of SMITH to maintain, in any way, the area in question.

2. **Compensation.** CITY and SMITH agree that SMITH shall receive from CITY compensation for actual costs of services rendered hereunder based upon the actual work done by SMITH for the particular project performed pursuant to this contract. The project, as defined in writing in the Project's description attached hereto as Exhibit "B" sets forth the estimated compensation to be paid to SMITH, such compensation to be an amount that fairly compensates SMITH for the services and functions performed under the agreement as required pursuant to Section 791.011(e) of the Texas Local Government Code. CITY shall not be charged for any labor or materials furnished by CITY. Should the actual cost exceed the estimated compensation as set forth in the Project's description, CITY hereby expressly agrees to pay SMITH for such costs so that SMITH is fairly compensated for the services and functions performed under the agreement as required pursuant to Section 791.011(e) of the Texas Local Government Code. Furthermore, CITY expressly represents that it is able to pay for this project from current city revenues as is required pursuant to Section 791.011 (d)(3) of the Texas Local Government Code.

3. **Closed Streets.** Should it become necessary, in the sole discretion of SMITH'S County Engineer, to deny public access to any city street or portions thereof during the performance of any service requested pursuant to this Agreement, SMITH'S County Engineer shall so notify CITY'S Manager in writing. Such writing may be submitted at any time during the performance of any services requested under this Agreement. Upon receipt of such written notice, the Council of CITY shall promptly act to close the street or streets or portions thereof and SMITH shall have no further obligation for the performance of any services hereunder unless and until said CITY street or streets or portions thereof are closed to the public. In the event any such closure results in the denial of public access by any third party to private property, CITY, at its sole cost and expense, shall provide such alternative access as

may be required by law. SMITH shall have no obligation to provide alternative public access in the event of such closure.

4. Force Majeure. In the event that the performance by SMITH of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

5. Venue and Choice of Law. The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6. Entirety/Modification. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee, or agent of SMITH has any authority to modify or amend this Agreement except pursuant to specific authority granted by the Commissioners Court of SMITH.

7. Non-Assignment of Rights. No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by CITY without the prior written consent of SMITH by and through its Commissioners Court.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

9. **Notice.** Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

CITY OF ARP
c/o Mayor
109 W. Longview St.
Arp, Texas 75750

SMITH COUNTY
c/o County Judge
200 E. Ferguson, 1st Floor
Tyler, Texas 75702

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

10. **Term.** The undertaking and completion of the project described in this Agreement shall be at the sole discretion of SMITH'S County Engineer so long as performance is complete within three hundred sixty-five (365) days from the date the last party has approved this Agreement assuming no applicable force majeure provision applies.

APPROVED in The Smith County Commissioner's Court on the _____ day of _____ 2026, and executed by the County Judge as the authorized representative of SMITH.

SMITH COUNTY:

NEAL FRANKLIN
COUNTY JUDGE, SMITH COUNTY

ATTEST:

KAREN PHILLIPS
SMITH COUNTY CLERK

APPROVED AS TO FORM:

THOMAS WILSON
Assistant District Attorney
Civil Division

*By law, the Smith County District Attorney's Office (SCDAO) may only advise or approve contracts or legal documents on behalf of its clients. SCDAO may not advise or approve a contract or legal document on behalf of other parties. The review of this document was conducted solely from the legal perspective of the client. SCDAO approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

APPROVED on the 1st day of June, 2026, by the Arp City Council and executed by the City Mayor as the authorized representative of CITY.

CITY OF ARP:


MAYOR OF ARP

ATTEST:


CITY SECRETARY

Attachments:

EXHIBIT A: General Project Description

EXHIBIT B: General Project Description

EXHIBIT A: General Project Description

Road Improvements to the following City of Arp:

1. North Main Street From CR 294 (County Maintenance) southward approximately 2,500 feet

Work will comprise of pavement improvements to N. Main Street in the vicinity of the Arp Elementary School, widening of roadway as needed and providing new striping of the roadway and turning lanes.

EXHIBIT B: General Project Description

COUNTY agrees to pave roads on CITY'S public street and roads defined in Exhibit "A" subject to the available dates of the Smith County Road & Bridge Department, which are partially affected by placing COUNTY projects as a priority, the availability of personnel, and weather.

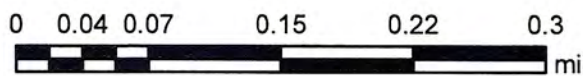
Estimated Compensation to be paid by CITY to COUNTY:

A. Broom & Operator #1	\$ 56.10 / Hour
B. Steel Wheel Roller & Operator #3	\$ 74.31 / Hour
C. Pneumatic Roller & Operator #3	\$ 72.38 / Hour
D. 12-YD Dump Truck & Operator #2	\$ 81.25 / Hour
E. Tack Truck & Operator #2	\$ 80.22 / Hour
F. Laydown Machine & Crew Leader & Operator #3	\$ 127.98 / Hour

- Price on tack is \$3.10 per gallon.
- **Price on Hot Mix Asphalt material, Type D, is \$103.00 per Ton.**
- Price on plant mixed Asphalt Hot Oil Sand is \$ 88.00 per Ton.
- Price on roadway striping & buttons:
 - Paint Striping, 6-inch \$0.35 per foot
 - Reflective buttons \$6.00 each
- Under no circumstances may materials purchased through COUNTY exceed \$100,000.00 from any one supplier pursuant to Tex. Loc. Gov't Code § 262.003.



CR 294 @ Arp Elementary



This map was prepared by the Smith County map site and may be revised without notification to any user. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The user is encouraged to check with the City of Tyler, SCAD, and the 911 Administration to verify that the map being used is the latest, most current one available. <http://www.smithcountymapsite.org/>

6

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: JUNE 24, 2026	Submitted by: FRANK DAVIS
Meeting Date: JULY 07, 2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Sanitary Control Easement	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to approve a Sanitary Control Easement with the Pine Trails Shore Public Water System for the construction of a new water well on CR 1178, and authorize the County Judge to sign all related documentation.	
Background: The Pine Trails Shore Public Water System is installing a new water well at a site located on CR 1178. The Texas Commission on Environmental Quality (TCEQ) requires a 150-foot sanitary sewer control easement for all new water well construction. A portion of Channel View Drive and Deer Cove Road (both CR 1178) fall within the 150-foot radius, therefore such an easement is required from Smith County. This easement will not prohibit installation of other utilities, such as fiber optic, electrical, gas or water lines.	
Financial and Operational Impact: None	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

SANITARY CONTROL EASEMENT

DATE: _____, 2026

GRANTORS: Smith County

GRANTOR'S ADDRESS: 135 SSE Loop 323
Tyler, Texas 75702

GRANTEE: Monarch Utilities I, L.P.

GRANTEE'S ADDRESS: 12535 Reed Road
Sugar Land, Texas 77478

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume 6, Page 132 of the Real Property Records of Smith County, Texas.

PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150-foot radius of water well "C" situated on Lot 139 of Section B, Pine Trail Shores Subdivision, as conveyed to Monarch Utilities I, L.P. and recorded in Volume 6, Page 132 of the County Plat Records, Smith County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTORS:

SMITH COUNTY

By: _____

ACKNOWLEDGMENT

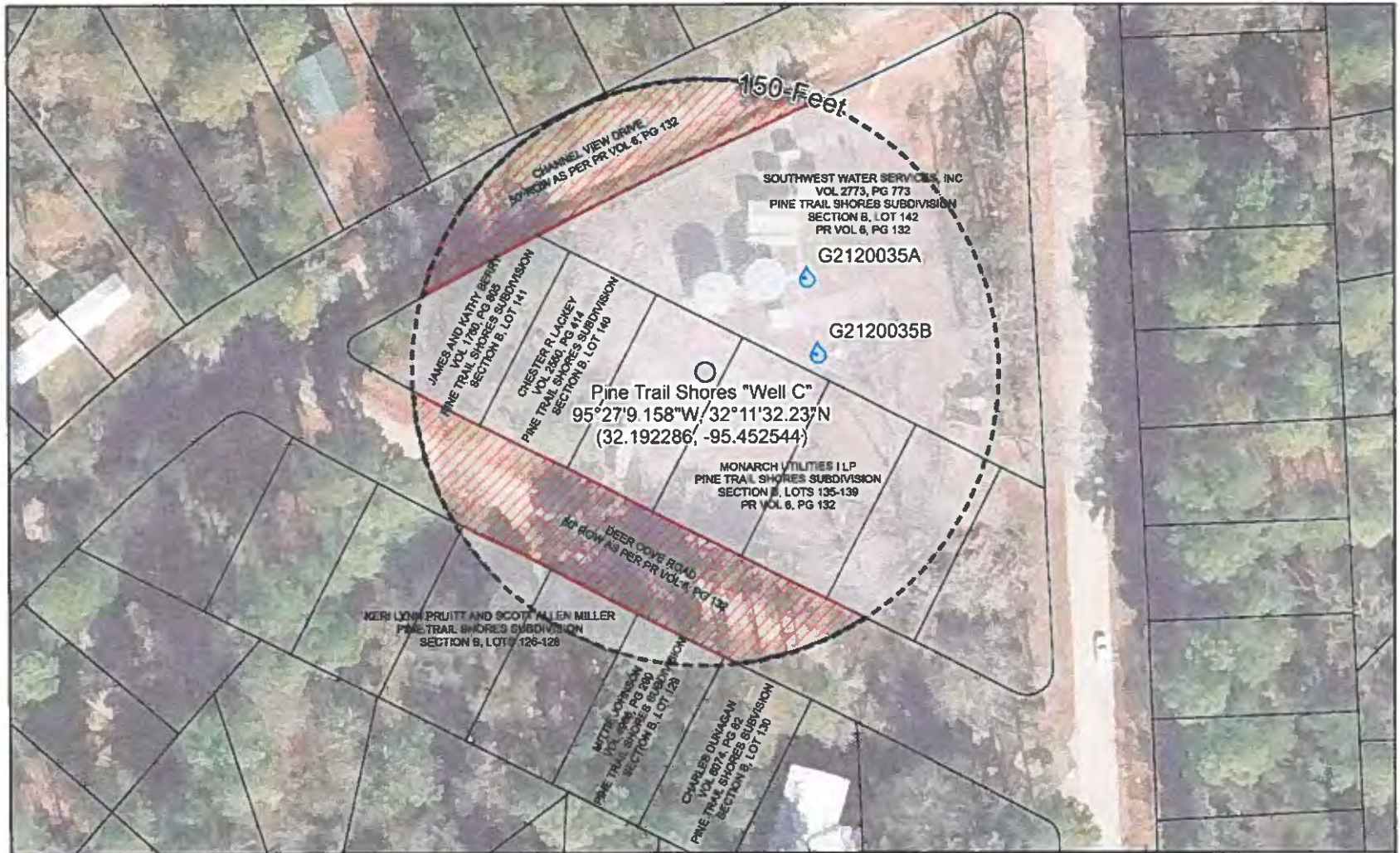
STATE OF TEXAS §







COUNTY OF SMITH §

BEFORE ME, the undersigned authority, on the _____ day of _____, 2026, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.


Notary Public in and for
THE STATE OF TEXAS
My Commission Expires:
Typed or Printed Name of Notary

Recorded in Smith County Courthouse, Texas on _____, 2026




-  TCEQ PWS Wells
-  Pine Trail Shores PWS "Well C" (Unassigned Well ID: G2120035C)
-  150-Foot Sanitary Control Easement
-  Land Parcel Boundary
-  R.O.W. Easement
-  Property Within 150 Feet of the PWS Well C


**Right-of-Way Sanitary Control Easement
Pine Trail Shores Public Water System Well C**



0 50 100
Feet



N



7

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/9/2026	Submitted by: Jana Teague
Meeting Date: 6/16/2026	Department: Auditors Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PaymentWorks agreement-CIP funds	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: To consider and take necessary action to approve the CIP project for PaymentWorks from Carahsoft Technology as part of the new accounting system budgeted in FY26 and FY27	
Background: PaymentWorks is a cloud-based vendor management and onboarding platform designed to secure, automate, and streamline business-to-business payment processes while reducing fraud and compliance risks. Includes vendor EIN, and direct deposit (ACH) information with a built in fraud detection and up to \$2M payment indemnification.	
Financial and Operational Impact: Budgeted as part of the CIP funds in FY26 and FY27	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Jana Teague	Email: jteague@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP.

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



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

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

EMAIL: Jteague@smith-county.com

EMAIL: Kylee.Naylor@carahsoft.com

PHONE: (903) 590-4702

PHONE: (571) 662-3128

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

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

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1		State Onboarding Services excludes ERP integration, USD one-time fee PaymentWorks, Inc. - X-Services-Onboarding-Tier16r-756	\$10,000.00	\$9,800.00	OM 1	\$9,800.00
2		SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R-1243	\$33,000.00	\$32,340.00	OM 1	\$32,340.00
YEAR 1 SUBTOTAL:						\$42,140.00
YEAR 2						
3		SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R-1243	\$33,000.00	\$32,340.00	OM 1	\$32,340.00
YEAR 2 SUBTOTAL:						\$32,340.00
YEAR 3						
4		SIM Advanced Government Edition, USD per month PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R-1243	\$33,000.00	\$32,340.00	OM 1	\$32,340.00
YEAR 3 SUBTOTAL:						\$32,340.00
SUBTOTAL:						\$106,820.00
TOTAL PRICE:						\$106,820.00
TOTAL QUOTE:						\$106,820.00

TIPS - Technology Solutions: 220105

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

Automation & Fraud Protection Services Annual Pricing:

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP.

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



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

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

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

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

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

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

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

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

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

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

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

Term:

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

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

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

Invoicing:

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

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

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

Implementation Services:

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

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

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

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

ERP Integration:

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

Customer-Managed Integration (or Partner-Managed):

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

State of Texas Contractual Requirements: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code

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WWW.CARASOFT.COM | SALES@CARASOFT.COM



Payment Files:

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

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

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

PaymentWorks Standard Terms and Conditions

1. USE OF THE SERVICE

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

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

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

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

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

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

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

2. PAYMENTWORKS RESPONSIBILITIES

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

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

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

3. [RESERVED]

4. PROPRIETARY RIGHTS

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

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

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

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

5. TERMINATION

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

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

6. WARRANTIES.

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

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

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

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

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

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

7. INDEMNIFICATION.

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

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

8. LIMITATION OF LIABILITY.

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

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

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

9. ADDITIONAL TERMS AND CONDITIONS.

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

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

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

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

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

9.6. Confidentiality.

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

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

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

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

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

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

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

8

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

Submission Date: 6/25/2026	Submitted by: Larry R. Smith
Meeting Date: 7/7/26	Department: Sheriff's Office
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: Transfer of funds for the purchase of patrol vehicles	
Agenda Category: <input checked="" type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Discuss and take action to transfer salary lag funds from the following Sheriff's Office FY26 budgets: 10.561.4100.100 salaries, 10.559.4100.100 salaries and 10.560.4100.100 salaries for the purchase of vehicles, upfitting and equipment needed for FY27 budget year.	
Background: Sheriff Smith discussed this with Auditor Karin Smith who stated the funds being requested will be available for transfer for the purchase of vehicles, thus allowing the request for vehicles, upfitting and equipment in the FY27 budget to be removed from the FY27 budget.	
Financial and Operational Impact: A positive financial impact of \$308,000 for upfitting, \$439,466 for 8 PPV Tahoes and \$149,251.50 for 3 Silverado ppvs for the Patrol Division. The projected salary lag is as follows: Jail - \$767,147, SO \$253,477.76, Dispatch - \$200,880.08 Total = \$1,221,505.58 - Total needed = \$896,717.50	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Return Signed Documents to the following:	
Name: Judge Neal Franklin	Email: nfranklin@smith-county.com
Name: Thomas Wilson	Email: twilson@smith-county.com
Name: Karin Smith	Email: ksmith@smith-county.com
Name: Timothy Hollis	Email: THollis@smith-county.com

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



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: SMITH COUNTY Prepared by: RICK BROWN
 Contact: JORDAN NORRIS Phone: 409.659.1555
 Email: jnorris@smith-county.com Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: TAHOE PPV Date: June 25, 2026

A. Bid Item: 9C1 A. Base Price: \$ **54,498.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 TAHOE PPV 2WD	\$ -		EXTERIOR - WHITE	\$ -
	5.3L V8 ENGINE	\$ -		INTERIOR - BLACK	
	POWER WINDOW / LOCKS	\$ -			
	RUNNING BOARDS	\$ -			
	REAR VIEW CAMERA	\$ -			
	BLUETOOTH	\$ -			
7X3	DRIVERS SIDE LED SPOTLIGHT	\$ 800.00			
PQA	FLEET SAFETY PACKAGE	\$ 895.00			

Total of B. Published Options: \$ **1,695.00**

Published Option Discount (5%) \$ **(84.75)**

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: FLEET ADJUSTMENT \$ **(1,483.00)**

G. Additional Delivery Charge: 154 miles \$ **308.00**

H. Subtotal: \$ **54,933.25**

I. Quantity Ordered 8 x H = \$ **439,466.00**

J. Trade in: \$ -

K. Total Purchase Price \$ **439,466.00**



PRODUCT PRICING SUMMARY
TIPS USA 240901 TRANSPORTATION VEHICLES
VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: SMITH COUNTY Prepared by: RICK BROWN
 Contact: JORDAN NORRIS Phone: 409.659.1555
 Email: jnorris@smith-county.com Email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Product Description: SILVERADO 1500 CC Date: June 25, 2026

A. Bid Item: CC10543 A. Base Price: \$ **41,500.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	2026 SILVERADO 1500 CREW PPV			EXTERIOR - WHITE	\$ -
	5.3L V8 ENGINE	\$ 2,780.00		INTERIOR - BLACK	\$ -
	AUTOMATIC TRANSMISSION	\$ -		CLOTH 1ST / VINYL 2ND	\$ -
	POWER WINDOWS / LOCKS	\$ -	A2X	POWER DRIVERS SEAT	\$ 395.00
B38	VINYL FLOORING	\$ -		PPV PACKAGE	\$ 7,415.00
	HD LOCKING REAR	\$ -	PEB	WT VALUE PACKAGE	\$ 960.00
	BADGE DELETE	\$ -	AMF	2 ADDITIONAL KEYS	\$ 75.00
	TRAILER TOW PACKAGE	\$ -			

Total of B. Published Options: \$ **11,625.00**

Published Option Discount (5%) \$ **(577.50)**

C.

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: FLEET DISCOUNT \$ **(3,105.00)**

G. Additional Delivery Charge: 154 miles \$ **308.00**

H. Subtotal: \$ **49,750.50**

I. Quantity Ordered 3 \$ **149,251.50**

J. Trade In: \$ **-**

K. \$ **-**

L. Total Purchase Price \$ **149,251.50**

Financial Operational Impact Continued

Total needed for purchase	\$896,717.50
Requested from Jail 10.561.4100.100	\$442,359.66
Requested from SO 40.560.4100.100	\$253,477.76
Requested from Dispatch 10.559.4100.100	\$200,880.08

Jail

10.561 Jail

	4100.100 Salaries	4100.109 Accrued Leave	4100.110 Overtime	4100.112 Permanent PT	4100.113 Longevity	4100.191 Holiday Pay	Total Jail
FY26 Budget	\$ 13,319,898.00	\$ 125,000.00	\$ 1,000,000.00	\$ 275,000.00	\$ 60,720.00	\$ 350,000.00	\$ 15,130,618.00

Actual Expenditures FTD

10/10/2025	\$ 139,151.14	\$ 1,030.72	\$ 6,131.96	\$ 2,923.05	\$ 2,530.00	\$ -	\$ 151,766.87
10/24/2025	\$ 491,802.56	\$ 1,635.97	\$ 30,528.48	\$ 9,448.43	\$ 2,550.00	\$ -	\$ 535,965.44
11/7/2025	\$ 491,503.13	\$ 2,458.96	\$ 33,837.45	\$ 9,011.89	\$ 2,545.00	\$ -	\$ 539,356.43
11/21/2025	\$ 484,263.56	\$ 1,548.23	\$ 32,594.32	\$ 9,616.78	\$ 2,552.50	\$ 26,800.32	\$ 557,375.71
12/5/2025	\$ 489,136.35	\$ 6,997.18	\$ 25,277.76	\$ 8,787.93	\$ 2,562.50	\$ 48,815.15	\$ 581,576.87
12/19/2025	\$ 490,010.95	\$ 1,498.47	\$ 33,373.72	\$ 9,086.82	\$ 2,567.50	\$ -	\$ 536,537.46
1/2/2026	\$ 490,820.92	\$ 3,992.84	\$ 23,193.47	\$ 9,452.02	\$ 2,582.50	\$ 46,344.19	\$ 576,385.94
1/16/2026	\$ 485,798.81	\$ 684.78	\$ 41,160.71	\$ 8,570.22	\$ 2,590.00	\$ 25,672.38	\$ 564,476.90
1/30/2026	\$ 481,259.22	\$ 6,950.83	\$ 43,970.93	\$ 6,936.51	\$ -	\$ 26,708.75	\$ 565,826.24
2/13/2026	\$ 478,612.69	\$ 1,608.74	\$ 39,298.22	\$ 4,736.68	\$ 2,575.00	\$ -	\$ 526,831.33
2/27/2026	\$ 475,505.86	\$ -	\$ 38,311.99	\$ 5,512.36	\$ 2,590.00	\$ 23,650.26	\$ 545,570.47
3/13/2026	\$ 474,726.73	\$ 747.59	\$ 36,296.84	\$ 5,704.49	\$ 2,592.50	\$ -	\$ 520,068.15
3/27/2026	\$ 483,440.89	\$ -	\$ 27,696.19	\$ 4,403.29	\$ 2,640.00	\$ -	\$ 518,180.37
4/10/2026	\$ 485,414.54	\$ 3,212.63	\$ 38,022.67	\$ 5,026.17	\$ 2,657.50	\$ 25,451.24	\$ 559,784.75
4/24/2026	\$ 482,808.86	\$ 3,035.58	\$ 35,186.99	\$ 5,021.01	\$ 2,680.00	\$ -	\$ 528,732.44
5/8/2026	\$ 481,809.30	\$ 6,953.04	\$ 30,024.79	\$ 4,824.02	\$ 2,685.00	\$ -	\$ 526,296.15
5/22/2026	\$ 476,937.37	\$ -	\$ 27,523.29	\$ 4,387.96	\$ 2,685.00	\$ -	\$ 511,533.62
6/5/2026	\$ 477,320.07	\$ 2,096.58	\$ 33,586.11	\$ 4,587.32	\$ 2,700.00	\$ 24,855.37	\$ 545,145.45
6/19/2026	\$ 475,607.49	\$ 6,514.24	\$ 40,651.43	\$ 4,625.69	\$ 2,720.00	\$ -	\$ 530,118.85
7/3/2026*	\$ 513,771.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ 2,720.00	\$ 31,037.21	\$ 589,122.94
7/17/2026	\$ 513,771.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ 2,720.00	\$ 31,037.21	\$ 589,122.94
7/31/2026	\$ 511,171.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ -	\$ -	\$ 552,765.73
8/14/2026	\$ 513,771.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ 2,720.00	\$ -	\$ 558,085.73
8/28/2026	\$ 513,771.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ 2,720.00	\$ -	\$ 558,085.73
9/11/2026	\$ 513,771.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ 2,720.00	\$ -	\$ 558,085.73
9/25/2026	\$ 513,771.19	\$ 2,682.44	\$ 32,456.17	\$ 6,455.93	\$ 2,720.00	\$ 31,037.21	\$ 589,122.94
10/9/2026	\$ 411,016.95	\$ 2,682.44	\$ 25,964.94	\$ 5,164.74	\$ 2,720.00	\$ -	\$ 447,549.08
	\$ 12,840,745.72	\$ 72,425.90	\$ 869,825.45	\$ 173,018.89	\$ 66,045.00	\$ 341,409.29	\$ 14,363,470.26

Budgeted

Projected
Salary Lag*

*Projection assumes: 1) FT salaries will continue at current levels. 2) Vacant positions (15) are filled immediately at step 3. 3) Accrued leave, overtime, permanent PT, and holiday pay are projected using the fiscal year-to-date average of each category.

10.559 Dispatch

	4100.100 Salaries	4100.109 Accrued Leave	4100.110 Overtime	4100.112 Permanent PT	4100.113 Longevity	4100.191 Holiday Pay	Total Dispatch
FY26 Budget	\$ 1,684,177.00	\$ 20,000.00	\$ 75,000.00	\$ 30,000.00	\$ 3,720.00	\$ 25,000.00	\$ 1,837,897.00

Actual Expenditures FTD

10/10/2025	\$ 15,083.05	\$ -	\$ 1,511.32	\$ 242.90	\$ 165.00	\$ -	\$ 17,002.27
10/24/2025	\$ 53,453.71	\$ -	\$ 5,043.50	\$ 125.64	\$ 165.00	\$ -	\$ 58,787.85
11/7/2025	\$ 53,453.69	\$ -	\$ 2,059.67	\$ -	\$ 165.00	\$ -	\$ 55,678.36
11/21/2025	\$ 53,453.71	\$ -	\$ 2,430.25	\$ -	\$ 165.00	\$ 2,629.34	\$ 58,678.30
12/5/2025	\$ 53,511.40	\$ -	\$ 2,527.28	\$ -	\$ 165.00	\$ 4,524.96	\$ 60,728.64
12/19/2025	\$ 55,388.53	\$ -	\$ 681.95	\$ -	\$ 165.00	\$ -	\$ 56,235.48
1/2/2026	\$ 57,147.74	\$ 2,204.22	\$ 44.84	\$ -	\$ 165.00	\$ 7,681.01	\$ 67,242.81
1/16/2026	\$ 57,097.76	\$ -	\$ 1,561.09	\$ -	\$ 155.00	\$ 2,961.75	\$ 61,775.60
1/30/2026	\$ 55,641.92	\$ -	\$ 1,171.30	\$ -	\$ -	\$ 2,753.43	\$ 59,566.65
2/13/2026	\$ 57,068.21	\$ -	\$ 675.12	\$ -	\$ 155.00	\$ -	\$ 57,898.33
2/27/2026	\$ 56,129.61	\$ -	\$ 2,074.17	\$ -	\$ 155.00	\$ 2,320.64	\$ 60,679.42
3/13/2026	\$ 57,142.21	\$ -	\$ 1,132.53	\$ 293.16	\$ 155.00	\$ -	\$ 58,722.90
3/27/2026	\$ 58,942.41	\$ -	\$ 1,419.97	\$ 1,067.94	\$ 155.00	\$ -	\$ 61,585.32
4/10/2026	\$ 59,243.89	\$ -	\$ 71.11	\$ 1,005.12	\$ 155.00	\$ 3,449.17	\$ 63,924.29
4/24/2026	\$ 59,243.88	\$ -	\$ 889.70	\$ 1,005.12	\$ 157.50	\$ -	\$ 61,296.20
5/8/2026	\$ 59,052.51	\$ -	\$ 970.57	\$ 921.36	\$ 177.50	\$ -	\$ 61,121.94
5/22/2026	\$ 58,796.33	\$ 1,456.71	\$ 832.66	\$ 1,005.12	\$ 177.50	\$ -	\$ 62,268.32
6/5/2026	\$ 56,154.60	\$ -	\$ 1,932.23	\$ 1,005.12	\$ 177.50	\$ 2,600.43	\$ 61,869.88
6/19/2026	\$ 57,083.54	\$ -	\$ 739.96	\$ 1,005.12	\$ 177.50	\$ -	\$ 59,006.12
7/3/2026*	\$ 64,899.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ 177.50	\$ 3,615.09	\$ 70,750.53
7/17/2026	\$ 64,899.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ 177.50	\$ 3,615.09	\$ 70,750.53
7/31/2026	\$ 63,449.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ -	\$ -	\$ 65,507.94
8/14/2026	\$ 64,899.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ 177.50	\$ -	\$ 67,135.44
8/28/2026	\$ 64,899.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ 177.50	\$ -	\$ 67,135.44
9/11/2026	\$ 64,899.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ 177.50	\$ -	\$ 67,135.44
9/25/2026	\$ 64,899.69	\$ 192.68	\$ 1,461.54	\$ 404.03	\$ 177.50	\$ 3,615.09	\$ 70,750.53
10/9/2026	\$ 51,919.75	\$ 192.68	\$ 1,169.23	\$ 323.22	\$ 177.50	\$ -	\$ 53,782.39
	\$ 1,537,856.28	\$ 5,202.37	\$ 39,169.23	\$ 10,828.03	\$ 4,195.00	\$ 39,766.00	\$ 1,637,016.92

Budgeted

Projected
Salary Lag*

\$ 200,880.08

*Projection assumes: 1) FT salaries will continue at current levels. 2) Vacant positions (4) are filled immediately at step 3. 3) Accrued leave, overtime, permanent PT, and holiday pay are projected using the fiscal year-to-date average of each category.

10.560 Sheriff's Department

	4100.100 Salaries	4100.109 Accrued Leave	4100.110 Overtime	4100.112 Permanent PT	4100.113 Longevity	4100.191 Holiday Pay	Total Sheriff's Department
FY26 Budget	\$ 11,274,932.00	\$ 125,000.00	\$ 25,000.00	\$ 75,000.00	\$ 76,560.00	\$ 148,086.00	\$ 11,724,578.00

Actual Expenditures FTD								Budgeted	Projected Salary Lag*
10/10/2025	\$ 116,753.86	\$ 13,628.93	\$ 462.68	\$ 353.91	\$ 3,230.00	\$ -	\$ 134,429.38		
10/24/2025	\$ 410,512.57	\$ 25,167.90	\$ 513.65	\$ 1,422.08	\$ 3,195.00	\$ -	\$ 440,811.20		
11/7/2025	\$ 407,072.66	\$ 1,016.60	\$ -	\$ 1,407.67	\$ 3,180.00	\$ -	\$ 412,676.93		
11/21/2025	\$ 408,619.13	\$ 18,391.19	\$ 2,323.35	\$ 1,234.78	\$ 3,185.00	\$ 13,642.29	\$ 447,395.74		
12/5/2025	\$ 405,309.25	\$ 16,864.90	\$ 128.41	\$ 1,049.83	\$ 3,190.00	\$ 16,193.35	\$ 442,735.74		
12/19/2025	\$ 403,816.80	\$ 8,813.63	\$ 624.04	\$ 1,311.62	\$ 3,195.00	\$ -	\$ 417,761.09		
1/2/2026	\$ 404,293.67	\$ 7,211.83	\$ -	\$ 963.39	\$ 3,207.50	\$ 15,888.05	\$ 431,564.44		
1/16/2026	\$ 398,278.37	\$ 27,971.60	\$ -	\$ 1,446.09	\$ 3,225.00	\$ 9,137.57	\$ 440,058.63		
1/30/2026	\$ 399,593.97	\$ 4,915.97	\$ 752.45	\$ 1,734.24	\$ -	\$ 9,987.92	\$ 416,984.55		
2/13/2026	\$ 403,288.61	\$ -	\$ 2,100.97	\$ 1,546.95	\$ 3,287.50	\$ -	\$ 410,224.03		
2/27/2026	\$ 404,522.48	\$ -	\$ 2,137.95	\$ 1,676.61	\$ 3,310.00	\$ 10,847.12	\$ 422,494.16		
3/13/2026	\$ 408,271.81	\$ 19,233.04	\$ 1,635.47	\$ 1,791.87	\$ 3,327.50	\$ -	\$ 434,259.69		
3/27/2026	\$ 403,462.27	\$ 5,926.22	\$ 1,196.13	\$ 1,791.87	\$ 3,282.50	\$ -	\$ 415,658.99		
4/10/2026	\$ 406,927.12	\$ 10,660.90	\$ 1,513.19	\$ 1,700.62	\$ 3,297.50	\$ 15,848.51	\$ 439,947.84		
4/24/2026	\$ 402,685.00	\$ 50,327.32	\$ 2,263.12	\$ 1,686.22	\$ 3,312.50	\$ -	\$ 460,274.16		
5/8/2026	\$ 403,321.03	\$ 2,328.20	\$ 2,207.84	\$ 1,743.85	\$ 3,305.00	\$ -	\$ 412,905.92		
5/22/2026	\$ 403,314.88	\$ 5,907.15	\$ 1,888.69	\$ 1,892.72	\$ 3,310.00	\$ -	\$ 416,313.44		
6/5/2026	\$ 403,471.00	\$ 4,477.15	\$ 2,781.10	\$ 1,518.13	\$ 3,317.50	\$ 11,218.06	\$ 426,782.94		
6/19/2026	\$ 409,028.90	\$ 6,562.41	\$ 5,184.53	\$ 1,686.22	\$ 3,325.00	\$ 7.21	\$ 425,794.27		
7/3/2026	\$ 441,710.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ 3,325.00	\$ 12,845.36	\$ 472,885.26		
7/17/2026	\$ 441,710.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ 3,325.00	\$ 12,845.36	\$ 472,885.26		
7/31/2026	\$ 437,135.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ -	\$ -	\$ 452,139.90		
8/14/2026	\$ 441,710.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ 3,325.00	\$ -	\$ 460,039.90		
8/28/2026	\$ 441,710.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ 3,325.00	\$ -	\$ 460,039.90		
9/11/2026	\$ 441,710.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ 3,325.00	\$ -	\$ 460,039.90		
9/25/2026	\$ 441,710.85	\$ 12,073.94	\$ 1,458.60	\$ 1,471.51	\$ 3,325.00	\$ 12,845.36	\$ 472,885.26		
10/9/2026	\$ 353,368.68	\$ 12,073.94	\$ 1,166.89	\$ 1,177.21	\$ 3,325.00	\$ -	\$ 371,111.72		
	\$ 10,843,313.01	\$ 325,996.46	\$ 39,090.66	\$ 39,436.45	\$ 81,957.50	\$ 141,306.16	\$ 11,471,100.24	\$ 11,724,578.00	\$ 253,477.76

*Projection assumes: 1) FT salaries will continue at current levels. 2) Vacant positions (8) are filled immediately at step 3. 3) Accrued leave, overtime, permanent PT, and holiday pay are projected using the fiscal year-to-date average of each category.

9

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/29/2026	Submitted by: KAREN NELSON
Meeting Date: 07/07/2026	Department: ROAD & BRIDGE
Item Requested is: <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> For Discussion/Report	
Title: PLAT	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input checked="" type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input type="radio"/> Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Re-Plat for Eastshore Estates, Unit 3, Lots 204B and 207, Precinct 2; and b. Final Plat for the B. Pyron Subdivision, Precinct 1	
Background:	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

NOTES:

- 1) "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- 2) THIS PLAT CREATES 2 LOTS OUT OF A 2.811 ACRE TRACT, BEING ALL OF THAT CERTAIN 2.811 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED FROM R & M INVESTMENT GROUP, LLC TO LAKE PALESTINE INVESTMENTS I, LLC, AS RECORDED IN DOCUMENT NUMBER 202101045720 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS INTO 2 LOTS.
- 3) BY GEOGRAPHIC PLOTTING THE SUBJECT PROPERTY IS WITHIN AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48423C0475C, EFFECTIVE DATE SEPTEMBER 26, 2008.
- 4) BEARINGS ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AS DETERMINED BY GPS OBSERVATIONS.
- 5) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT AFFECT THE PROPERTY.
- 6) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 7) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SUBJECT PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

OWNER'S STATEMENTS:

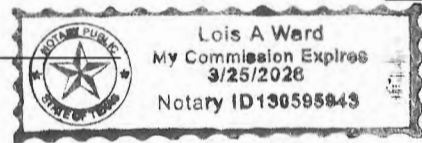
WE, LAKE PALESTINE INVESTMENTS I, LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER BRUCE DICKEY, ARE THE OWNERS OF THAT CERTAIN 2.811 ACRE TRACT OF LAND SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

AGREED TO AND ACCEPTED BY:

[Signature]
 BRUCE DICKEY
 LAKE PALESTINE INVESTMENTS I, LLC

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 27 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

RECORDED IN DOCUMENT NUMBER _____ OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

THIS THE _____ DAY OF _____, 2026.

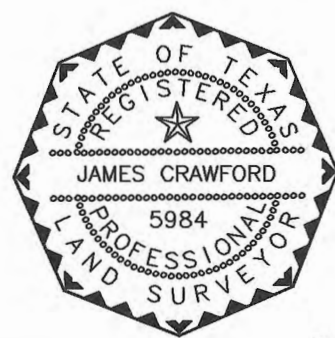
SURVEYOR'S CERTIFICATE:

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 26TH DAY OF JUNE, 2026.

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

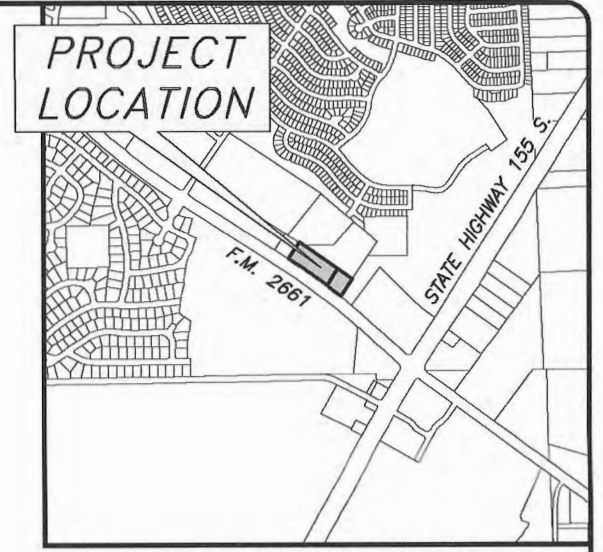
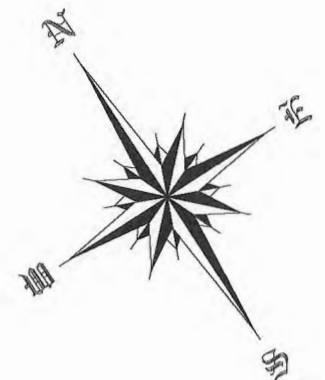


PREPARED BY:

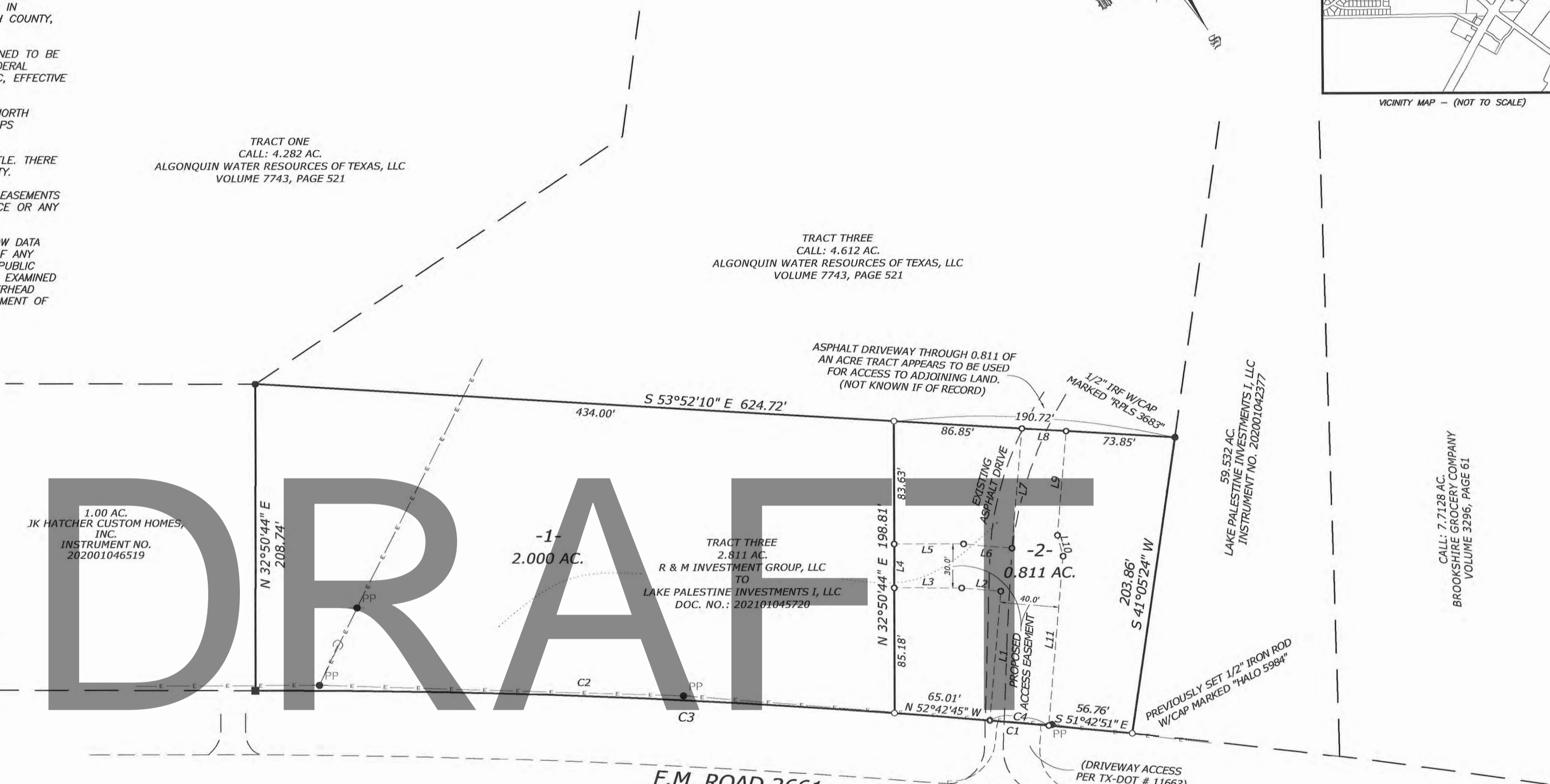


9097 COUNTY ROAD 2193
 WHITEHOUSE, TEXAS 75791
 (903) 570-0857
 TBPELS FIRM REGISTRATION NO. 10194259

DON THOMAS QUEVADO SEVEN LEAGUE GRANT,
 ABSTRACT NO. 18, SECTION 43



VICINITY MAP - (NOT TO SCALE)



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	161.77'	5789.65'	1°36'03"	N 52°14'01" W	161.77'
C2	433.65'	5789.65'	4°17'29"	N 55°10'48" W	433.54'
C3	595.42'	5789.65'	5°53'33"	N 54°22'46" W	595.15'
C4	40.00'	5789.65'	0°23'45"	N 52°11'34" W	40.00'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 37°41'50" E	88.28'
L2	N 52°18'10" W	26.59'
L3	N 57°09'16" W	45.78'
L4	N 32°50'44" E	30.00'
L5	S 57°09'16" E	47.05'
L6	S 52°18'10" E	32.86'
L7	N 37°41'50" E	81.73'
L8	S 53°52'10" E	30.01'
L9	S 37°41'50" W	71.31'
L10	S 17°41'50" W	14.62'
L11	S 37°41'50" W	115.86'

LEGEND

- - DENOTES 1/2" IRON ROD (SET) WITH CAP MARKED "HALO 5984" UNLESS NOTED OTHERWISE.
- - DENOTES 1/2" IRF UNLESS NOTED OTHERWISE.
- - DENOTES CONCRETE MONUMENT FOUND.
- - DENOTES PROPOSED EASEMENT CORNER UNLESS NOTED OTHERWISE.
- - DENOTES 1/2" IRF W/CAP MARKED "RPLS 3683" (NOT KNOWN IF OF RECORD)
- - DENOTES PROPOSED ACCESS EASEMENT
- - DENOTES EXISTING ASPHALT DRIVE
- - DENOTES ASPHALT DRIVEWAY THROUGH 0.811 OF AN ACRE TRACT APPEARS TO BE USED FOR ACCESS TO ADJOINING LAND. (NOT KNOWN IF OF RECORD)
- - DENOTES PREVIOUSLY SET 1/2" IRON ROD W/CAP MARKED "HALO 5984"
- - DENOTES DRIVEWAY ACCESS PER TX-DOT # 11663
- - DENOTES OVERHEAD ELECTRIC POWER POLE
- - DENOTES IRON ROD FOUND
- - DENOTES GUY ANCHOR

FINAL PLAT
 B PYRON SUBDIVISION
 BEING A PART OF THE
 DON THOMAS QUEVADO SEVEN LEAGUE GRANT,
 A-18, SEC. 42
 SMITH COUNTY, TEXAS



DRAWN BY: B.L.K. CHECKED BY: T.J.C. FILE: 25125599 FILE: DICKEY DATE: 6/26/2026



Subdivision Name: Byron Subdivision
 Adjacent Road: F.M. 2661
 Developer: Bruce Dickey Phone: 512-673-0856
 email: dickeyconcrete@yahoo.com Fax: _____
 Surveyor: Halo Surveying Phone: 903-570-0857
 email: James@halosurveying.com Fax: _____
 Roadway Length: _____ 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)		<u>6-29-26 s.B.</u>	
	Plat Fee	\$25	<u>\$100</u> <u>6-29-26 s.B.</u>	\$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		<u>6-29-26 s.B.</u>	
	Designated Rep. (RTS ENVIRON.) Clearance Letter	<i>See notes below</i>	<u>6-29-26 s.B.</u>	
	Tax Certificate		<u>6-29-26 s.B.</u>	
	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



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

PLAT, SUBDIVISION & STREET NAME REVIEW
06-26-2026

Reviewed By: Kim Wheeler, GIS Coordinator

B Pyron Subdivision- SC 911 Addressing, no conflicts

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

January 6, 2026

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

RE: Bpyron Subdivision

Sir,

As required by Title 30 TAC Charter 285.4c (Review of Subdivision and Development Plans), Scott Morrison, agent for **Lake Palestine Investments, LLC**, has submitted an application to this office seeking approval of development planning materials for a new **2 lot subdivision** from a **2.811 acre tract** located at **Pin #R040787 Flint, Texas 75762** in Smith County.

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

I have reviewed the information submitted by Scott Morrison, agent for **Lake Palestine Investments, LLC** and their consultant Mr. Scott Morrison an R.S. and have determined that the plan meets the requirement of said Chapter 285.4c. The information contained in the application materials indicates that the development is suitable for use of individual on-site wastewater disposal systems. Please call the above number if you have any questions.

Robert Stanley
Robert Stanley
Designated Representative
Smith County

TAX CERTIFICATE FOR ACCOUNT : 100000001843001020
 AD NUMBER: R040787
 GF NUMBER:
 CERTIFICATE NO : 15292363

DATE : 6/29/2026
 FEE : \$10.00

PROPERTY DESCRIPTION
 ABST A0018 T QUEVADO TRACT 1B

COLLECTING AGENCY

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

0000000 FM 2661
 7.937 ACRES

REQUESTED BY

Halo Surveying LLC

PROPERTY OWNER

LAKE PALESTINE INVESTMENTS I LLC

9097 CR 2193
 Whitehouse TX 75791

██████████
 TYLER TX 75711

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:	201,516	IMPROVEMENT:	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	201,516	LIMITED VALUE:	0
EXEMPTIONS:	23.231 Circuit Breaker Limitation		
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: 100000001843001020

CERTIFIED BY: *Denilda Quevado*

SMITH COUNTY



NOTES:

1. "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
2. BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS.
3. 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.
4. 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 48423C0510C, EFFECTIVE DATE SEPTEMBER 26, 2008.
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.

OWNER'S STATEMENTS:

WE, RODNEY HALL AND TIFFANY HALL, THE OWNERS OF LOT 204-B SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

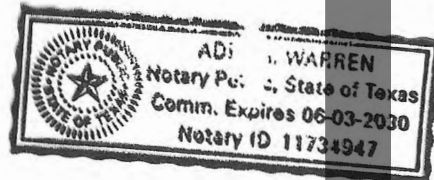
AGREED TO AND ACCEPTED BY:

[Signature]
RODNEY HALL

[Signature]
TIFFANY HALL

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 21 DAY OF June, 2026.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



OWNER'S STATEMENTS:

WE, CONNIE WASSON AND JEFFERY WASSON, THE OWNERS OF LOT 207 SHOWN HEREON AND DO ACCEPT THIS AS ITS PLAN FOR THE SUBDIVIDING INTO LOT AND BLOCK AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS, ALLEYS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS.

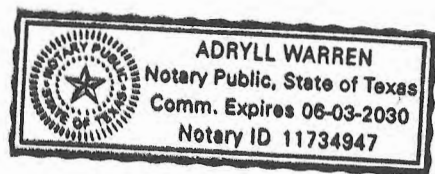
AGREED TO AND ACCEPTED BY:

[Signature]
CONNIE WASSON

[Signature]
JEFFERY WASSON

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, THIS THE 21 DAY OF June, 2026.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

I, BRADY JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7178, 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 25TH DAY OF JUNE, 2026.

[Signature]
BRADY JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7178



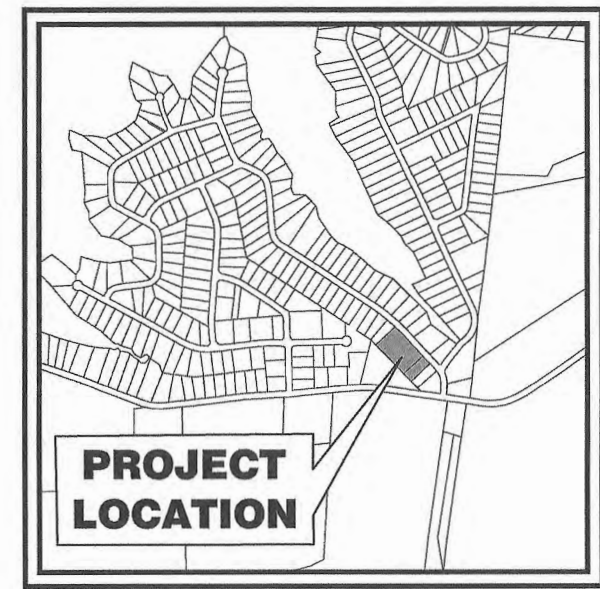
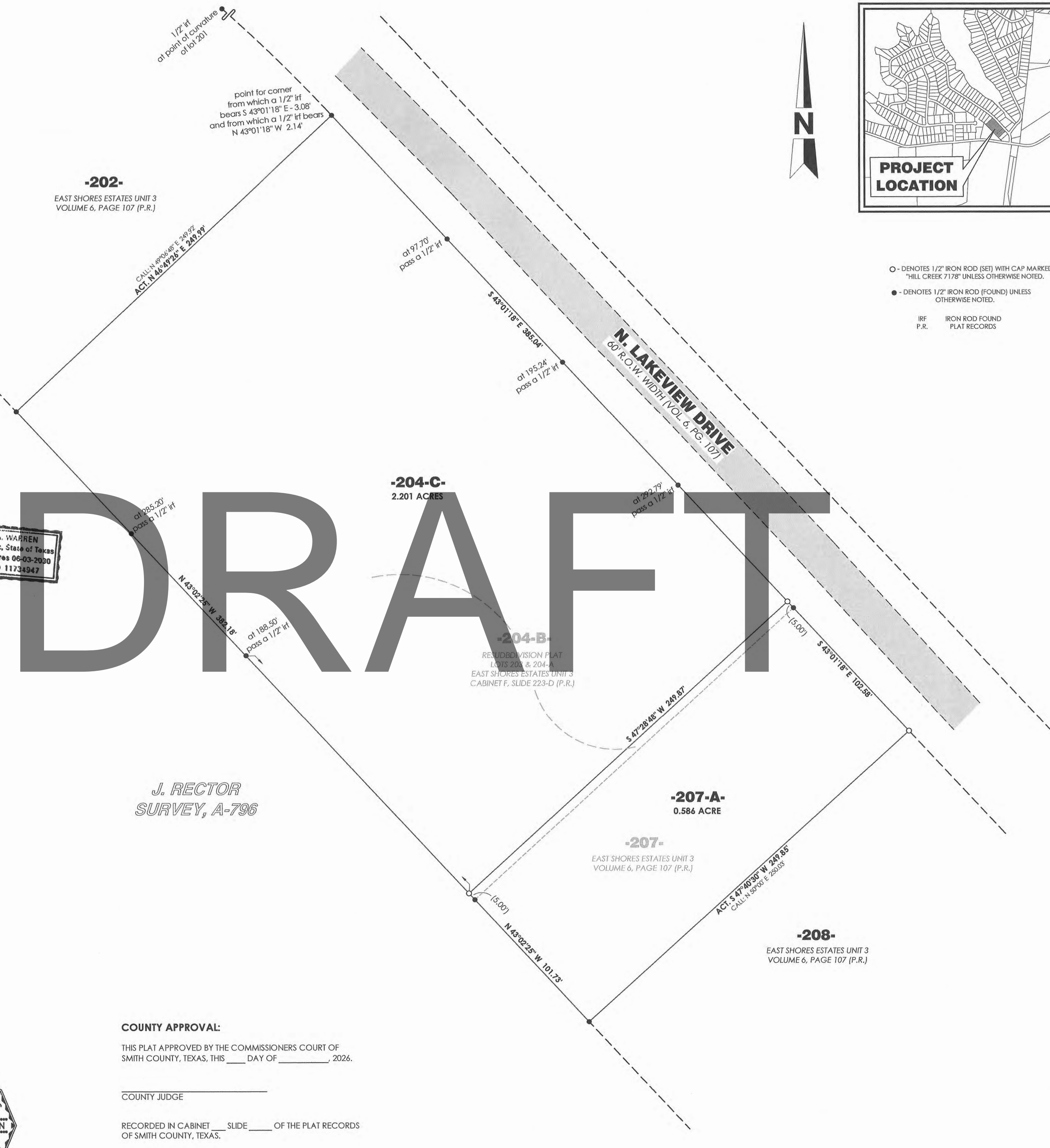
COUNTY APPROVAL:

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

COUNTY JUDGE

RECORDED IN CABINET ___ SLIDE ___ OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS.

THIS THE ___ DAY OF ___, 2026.



- O - DENOTES 1/2" IRON ROD (SET) WITH CAP MARKED "HILL CREEK 7178" UNLESS OTHERWISE NOTED.
- - DENOTES 1/2" IRON ROD (FOUND) UNLESS OTHERWISE NOTED.
- IRF - IRON ROD FOUND
- P.R. - PLAT RECORDS

SCALE: 1" = 40'	DRAWN BY: C.C.J.
DATE: 06/25/2026	CHECKED BY: B.A.J.
JOB NO: 26-146	

RESUBDIVISION PLAT
 LOTS 204-B & 207
 EAST SHORES ESTATES UNIT 3
 BEING A PART OF THE
 J. RECTOR SURVEY, A-796
 SMITH COUNTY, TEXAS

P.O. BOX 215
 FLINT, TX 75762
 (903) 504-7802
 WWW.HILLCREEKSURVEY.COM
 T.B.P.E.L.S. FIRM # 10194960

HILL CREEK
 SURVEYING AND MAPPING





Subdivision Name: Eastshore Estates Unit 3 Lots 204-B+207

Adjacent Road: _____

Developer: Rachey Hall Phone: 979-549-6955

email: rch39@yahoo.com Fax: _____

Surveyor: Brady Johnson Phone: 903-330-6992

email: Brady@hillcreeksurvey.com Fax: _____

Roadway Length: _____ ft. (centerline)

Item	Date and Initial when received			
	Resub/Lot Line Adjustment	No Roads	With Roads	
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	<u>6-26-26 S.B.</u>		
	Plat Fee	\$25 <u>6-26-26 S.B.</u>	\$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	<u>N/A</u>		
	Designated Rep. (RTS ENVIRON.) Clearance Letter	<u>See notes below</u> <u>N/A</u>		
	Tax Certificate	<u>6-26-26 S.B.</u>		
	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 : 18026000000204020
 AD NUMBER: R216360
 GF NUMBER:
 CERTIFICATE NO : 15291789

DATE : 6/26/2026
 FEE : \$10.00

COLLECTING AGENCY

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

PROPERTY DESCRIPTION

EAST SHORES ESTATES LOT 204B
 2021 REPLAT

0018348 LAKEVIEW
 2.2294 ACRES

REQUESTED BY

SMITH COUNTY ROAD & BRIDGE

PROPERTY OWNER

HALL RODNEY W & TIFFANY N

135 S SE LOOP 323
 TYLER TX 75702

[REDACTED]
 TROUP TX 75789

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

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

CURRENT VALUES			
LAND MKT VALUE:	57,619	IMPROVEMENT :	503,798
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	561,417	LIMITED VALUE:	0
EXEMPTIONS:	General Homestead, Optional Homestead		
LAWSUITS:			

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

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

ISSUED TO : SMITH COUNTY ROAD & BRIDGE
 ACCOUNT NUMBER: 18026000000204020

CERTIFIED BY : *Diana Benjin*

SMITH COUNTY



TAX CERTIFICATE FOR ACCOUNT : 18026000000207000
 AD NUMBER: R003696
 GF NUMBER:
 CERTIFICATE NO : 15291790

DATE : 6/26/2026
 FEE : \$10.00

PROPERTY DESCRIPTION
 EAST SHORES ESTATES LOT 207

COLLECTING AGENCY

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

0018384 LAKEVIEW
 0 ACRES

REQUESTED BY

SMITH COUNTY ROAD & BRIDGE

PROPERTY OWNER

WASSON CONNIE & JEFFERY WYN -LIFE ESTATE-

135 S SE LOOP 323
 TYLER TX 75702

████████████████████
 TROUP TX 75789

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:	25,612	IMPROVEMENT :	316,217
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	341,829	LIMITED VALUE:	0
EXEMPTIONS:	General Homestead, Optional Homestead, Over 65		
LAWSUITS:			

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

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

ISSUED TO : SMITH COUNTY ROAD & BRIDGE
 ACCOUNT NUMBER: 18026000000207000

CERTIFIED BY : *Diana Boggs*

SMITH COUNTY



10

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/29/2026	Submitted by: KAREN NELSON
Meeting Date: 07/07/2026	Department: ROAD & BRIDGE
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Utility Permit	
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: Receive pipe and/or utility line installation request (notice only): a. County Road 1256 and 1294, Metronet, install underground fiber optic cable with ground boxes, Precinct 1, b. County Road 140 and 139, Conterra Ultra Broadband LLC, install underground fiber optic cable with boxes and pedestals, Precinct 1, c. County Road 128 and 135, Metronet, install underground fiber with road bore, ground boxes and pedestals, Precinct 2,	
Background: d. County Road 245 N, West Gregg Special Utility District, Road bore for service line, Precinct 3, e. County Road 434, Southwire for Oncor Electric, road bore for replacement underground electric cable, Precinct 3, f. County Road 4157 and 4212, Metronet, install underground fiber optic cable with boxes and pedestals, Precinct 3, g. County Road 46, Oncor Electric, aerial work on existing poles, Precinct 4; and h. County Road 3151, CenterPoint Energy, install service line, Precinct 4	
Financial and Operational Impact:	
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does Document Require Signature? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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

1. Applicant: Joshua Rogers Date: 6/22/2026
Company Name (if different): Oncor Electric Phone: 682-999-1045
Address: 1616 Woodall Rodgers Fwy Dallas, TX 75202 Fax: _____
Zip: _____
24/7 Contact Name: Aaron Copeland Phone: 903-343-4324
Contractor: Plaska Transmission Line Construction, LLC Phone: 903-343-4324
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric Phone: _____
3. Franchise Contact: Joshua Rogers Phone: 682-999-1045
4. Location (if applicable, length of installation in feet): Oncor will be performing aerial work only on an existing pole. CR46
along CO 46.32.373651, -95.360575

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

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

7. Proposed start date: 7/27/2026 Completion date: 10/27/2026

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

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

Specific instructions and conditions are as follows:

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

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

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

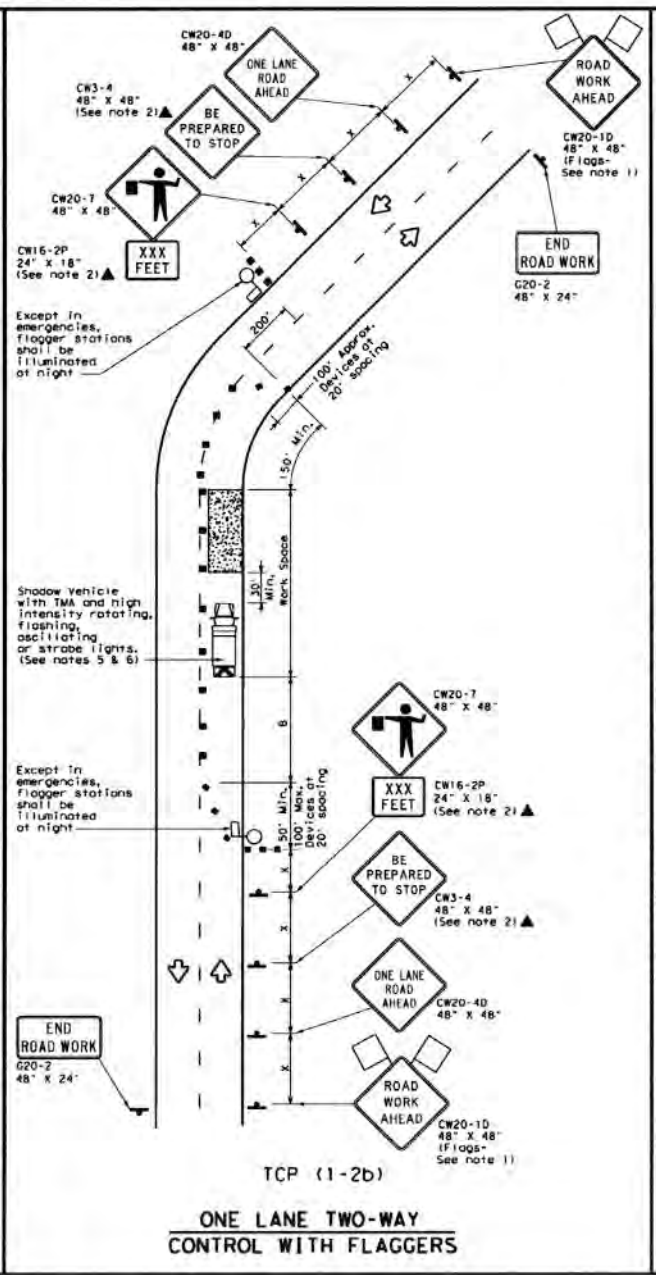
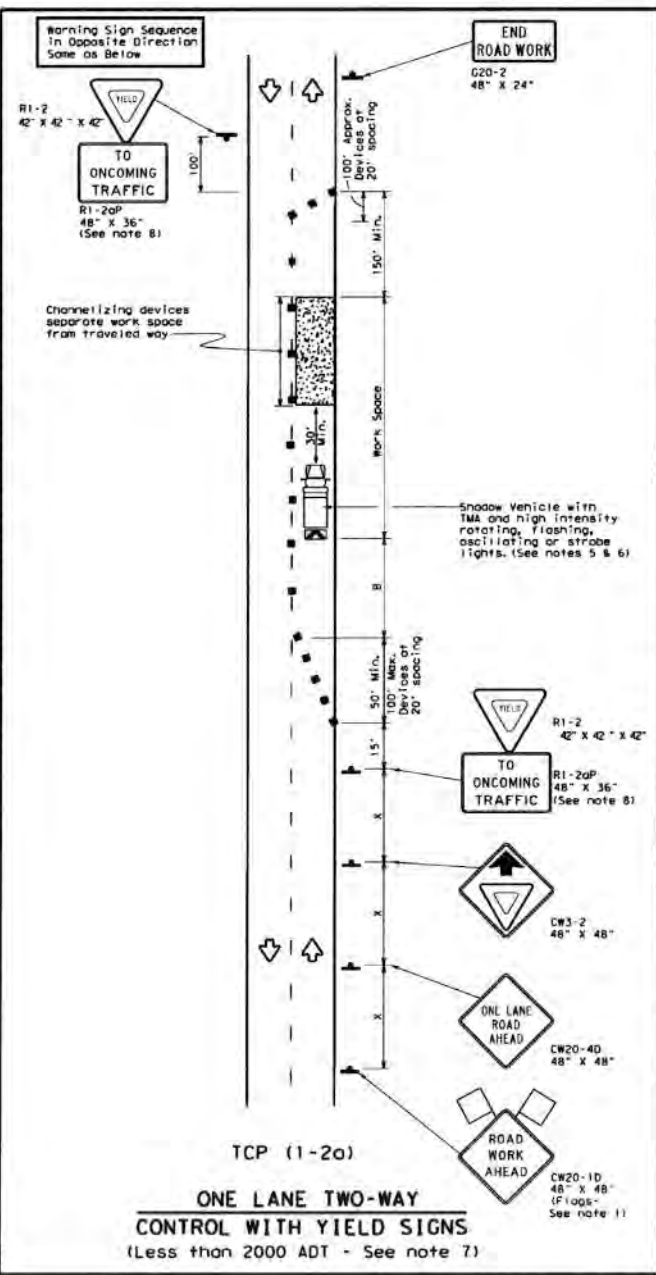
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: *Pauline Rogers* Date: 6/22/2026

Approved: *[Signature]* 6/22/26
 Smith County Road Administrator/Engineer

DISCLAIMER: Use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the consequences of its use, or for incorrect results or damages resulting from its use.

DATE: FILE:



LEGEND

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

Posted Speed #	Formula	Minimum Detachable Taper Lengths #		Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space #	Stopping Sight Distance	
		10' Offset/Offset	12' Offset	On a Taper	On a Tangent				
30	L = WS/60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40	L = WS	265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50	L = WS	500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60	L = WS	600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70	L = WS	700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L-Length of Taper (FT) W-Width of Offset (FT) S-Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-40 "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CW20-10 "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
- R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

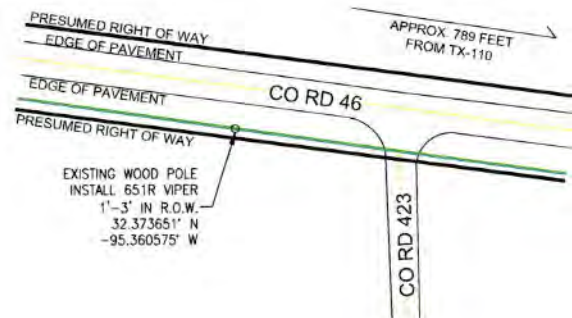
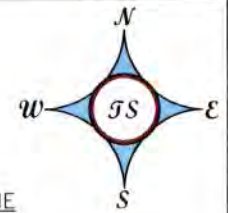
Texas Department of Transportation Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL
TCP (1-2)-18

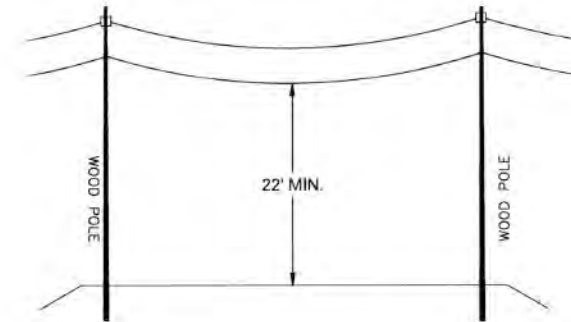
REV	DATE	BY	CHKD	APP	REMARKS
01	12/01	DECEMBER 1985			
4-90	4-96				
2-94	2-12				
1-97	2-18				

11521

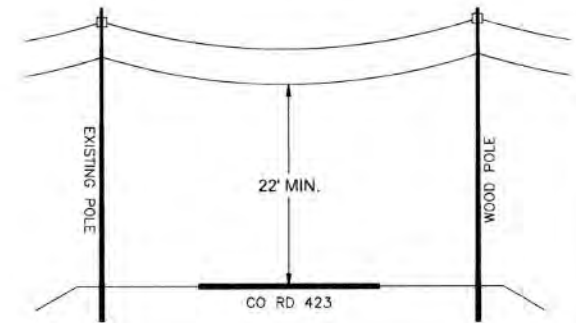
ALL NEW POLES TO BE WOOD WITH
A MAXIMUM DIAMETER OF 18" AT
BASE OF POLE WITH A MINIMUM
WIRE CLEARANCE OF OVER 22'.



TYPICAL POLE LINE



CROSSING POWER LINE



LEGEND

○	EXISTING POLE	—	EXISTING OVERHEAD CONDUCTOR
●	REMOVE POLE	—	RECONDUCTED EXISTING CONDUCTOR
⊗	CHANGEOUT POLE	—	PROPOSED OVERHEAD CONDUCTOR
⊙	PROPOSED POLE	—	REMOVED OVERHEAD CONDUCTOR
⊠	TRANSMISSION FRAME	—	PROPOSED UNDERGROUND CONDUCTOR
—	EXISTING DOWN GUY	—	EXISTING UNDERGROUND CONDUCTOR
—	PROPOSED DOWN GUY	—	EXISTING FOOT RIGHT-OF-WAY
		—	EXISTING TRANSMISSION LINE
		—	TRANSMISSION LINE RIGHT-OF-WAY

PROPOSED
DRAWING PREPARED FOR SMITH COUNTY

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



ONCOR ELECTRIC DELIVERY
1300 S SE LOOP 323
TYLER, TX 75701

TYL SRP28 TYWST2013 DA O DA P PRG
C UPGRADE LATERALS NWF S17



TechServ, LTD
3258 East Campbell
Parkway Tyler, TX 75701
Texas Registered Engineering Firm
P-232

SCALE: 1"=100'	NO. NO. 32133165	DATE: 5/21/2026	REV: -
DRAWN BY: ORR		SHEET NO. 1 OF 1	

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

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

1. Applicant: Metronet Date: 6/17/2026
Company Name (if different): _____ Phone: 812-916-1792
Address: 3701 Communications Way, Evansville IN Fax: _____
47715 Zip: _____
24/7 Contact Name: TAYLOR SHELTON Phone: 812-213-1311
Contractor: TBD Phone: TBD
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____

1315 4. Location (if applicable, length of installation in feet): UNDERGROUND FIBER WITH ROAD BOARD, GROUND BOXES, & PODESTALS
TALL TIMBER DR; NEIGHBORS RD; FROSTWOOD DR; OLD OAK DR 1315

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

6. Describe all traffic controls or warning devices anticipated for this project: _____
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction. (TXTY001)

7. Proposed start date: 7/1/2026 Completion date: 1/1/2027

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

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

Specific instructions and conditions are as follows:

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

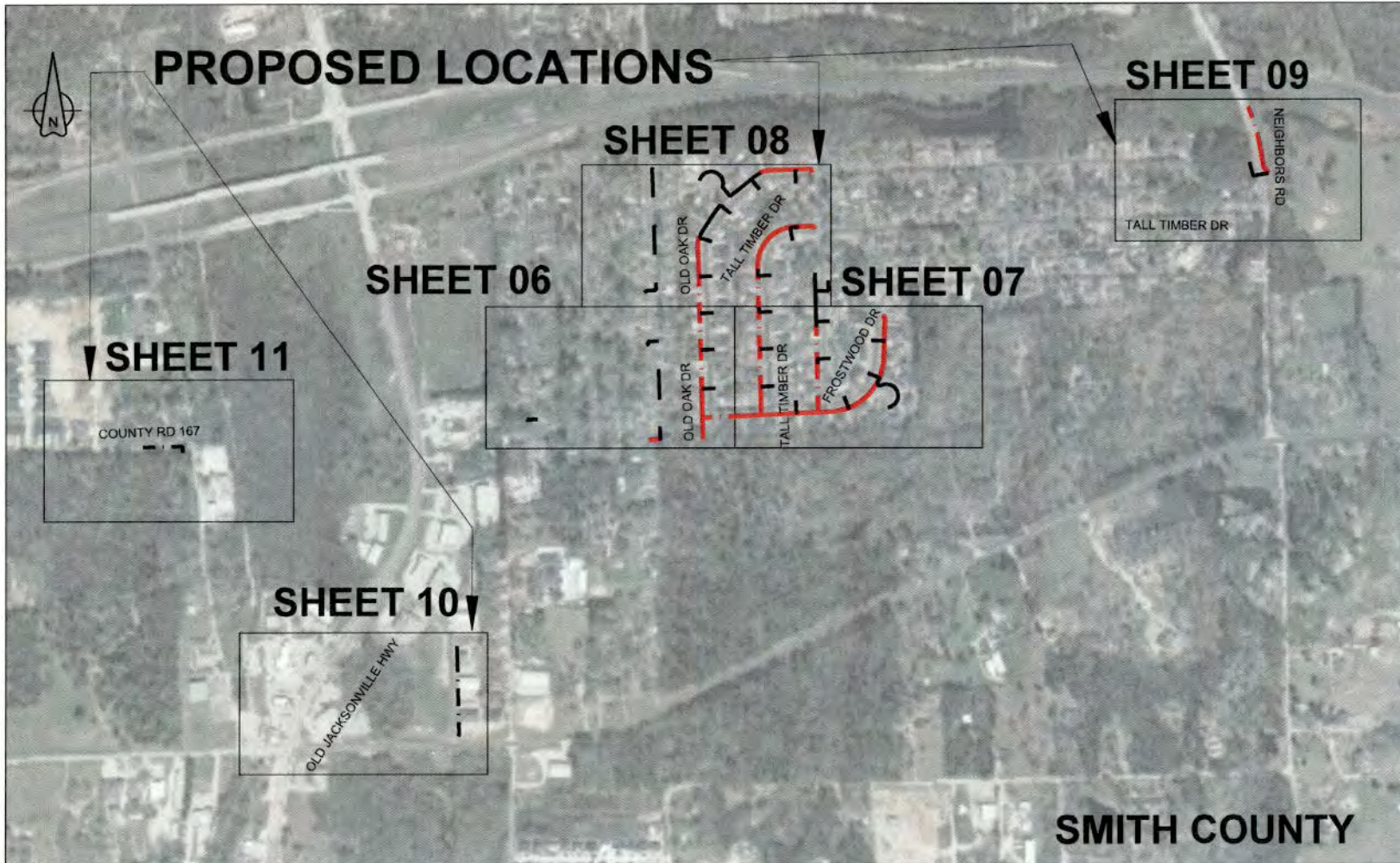
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between 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: *Sara Bernmark* Date: 6/17/2026

Approved: *[Signature]* 6/22/26
Smith County Road Administrator/Engineer



Texas Excavation
Safety System



LEGEND

□ GRIDS

----- Proposed UG Cover
 - - - - - Proposed Conduit Cover

metronet
 3701 COMMUNICATIONS WAY
 EVANSVILLE, IN 47715

THIS DRAWING AND DESIGN ARE THE SOLE PROPERTY OF METRONET. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF METRONET, LLC, IS STRICTLY PROHIBITED.

REV	DATE	DESCRIPTION	ENG	DRAWN BY

PROPOSED ROUTE LOCATION
 ROUTE: TXY001 COUNTY
 LOCATION: FROSTWOOD DR & OLD OAK DR
 TYLER, SMITH COUNTY, TX

DESIGNED BY:	
DRAWN BY:	CENT
SCALE:	AS SHOWN
DATE DRAWN:	04/29/2025
FILE NAME:	
PROPOSED INSTALLATION:	
PROJECT NUMBER:	TXY001
SHEET:	01
TOTAL SHEETS:	16



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: Conterra Ultra Broadband, LLC Date: 6/22/2026
Company Name (if different): _____ Phone: 318-717-4580
Address: 2028 Highway 115 Fax: _____
Mansura, La 71350 Zip: _____
24/7 Contact Name: JOSH LOKER Phone: 318-518-0054
Contractor: CONTERRA Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): CR 140 - Project P-037605 CR 140 + CR 139

INSTALL UNDERGROUND FIBER OPTICS WITH BOXES + PEDESTALS

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: _____

Directional bore 2x 1.25" HDPE SDR 13.5 conduit - Install 144et fiber optic cable

7. Proposed start date: 7/20/2026 Completion date: 9/20/2026

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 it use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Laura LaBorde Date: 6/22/2026

Approved: Frank Jones 6/22/26
Smith County Road Administrator/Engineer



UTILITY OWNER:



Fiber Driven. People Powered.

CONterra NETWORKS
5301 77 CENTER DR.
CHARLOTTE, NC 28217




Know what's below
Call before you dig.

SHARD CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHIC.

REV	DESCRIPTION	DATE

SHEET TITLE:
RED Underground & Utility Services

PROJECT MANAGER: DANIEL PARK - 903-576-9468
 PROJECT ENGINEER: COLTON CRUMP - CCRUMP@CONTERRA.COM
 PROJECT DRAFTER: TODD WESTFALL - 337-205-4325
 PROJECT NUMBER: Project #CONT026398 / P-037626

SHEET:

CONFIDENTIAL/PROPRIETARY

ProjCategoryID	ProjID	ItemID	ManufacturerPartNumber	CLEICode	SalesQty	SiteID	WarehouseID	BOMId
CIPDFLTMAT	CONT026386	Underground Construction			3,950			P-037605 OSP
CIPDFLTMAT	CONT026386	Aerial Constuction			0			P-037605 OSP
CIPDFLTMAT	CONT026386	Overlash Construction			0			P-037605 OSP
CIPDFLTMAT	CONT026386	Pull / Blow Existing Construction			0			P-037605 OSP
CIPDFLTMAT	CONT026386	25TCSFLP15G06606	FLP15G0660600001801		1			P-037605 OSP
CIPDFLTMAT	CONT026386	25FOSC450D66NT0D6V	FOSC450-D6-6-NT-0-D6V		2			P-037605 OSP
CIPDFLTMAT	CONT026386	40YCTRYBELLHOUSING	FOSC-ACC-D-TRAY-72		4			P-037605 OSP
CIPDFLTMAT	CONT026386	25ALL12CTFLATDROP	S-OP-12-TD-G-3E-BK-SIC		180			P-037605 OSP
CIPDFLTMAT	CONT026386	95POWFIBOP144CT	144 Ct. Armored Fiber Optic Cable		4,900			P-037605 OSP
CIPDFLTMAT	CONT026386	25GRA304824HH	30X48X24 POLYCRETE - T22		10			P-037605 OSP
CIPDFLTMAT	CONT026386	25POWPM30360W1495	PM-30360W-1495		20			P-037605 OSP
CIPDFLTMAT	CONT026386	80ALLGROUNDRODCLAMP	80ALLGROUNDRODCLAMP		10			P-037605 OSP
CIPDFLTMAT	CONT026386	80ALLGROUNDROD	ERT CP58 5/8" GROUND ROD/ERT 615880 5/8"X8'		10			P-037605 OSP
CIPDFLTMAT	CONT026386	25INNRDCTDUAL125OB / 25C	Innerduct Dual 1.25 ORAN		3,850			P-037605 OSP
CIPDFLTMAT	CONT026386	25DURORANGESDR135 /25G	Orange SDR 13.5		100			P-037605 OSP
CIPDFLTMAT	CONT026386	25ALLPOLYCAM125PLUG	CAM 2250-012		1			P-037605 OSP
CIPDFLTMAT	CONT026386	25ALLP125F	P125F		1			P-037605 OSP



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: West Gregg SUD Date: June 26, 2024
Company Name (if different): _____ Phone: 903-983-1816
Address: PO Box 1196 Kilgore, TX 75663 Fax: 903-984-0707
5782 TX-31 W Zip: 75662
24/7 Contact Name: Ashley Boles Phone: 903-983-1816
Contractor: Utility Works Phone: 903-918-0420
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 1101 CR 245 N
ROAD BORE FOR SERVICE LINE Kilgore, TX 75662
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: cones & dig signs

7. Proposed start date: 7/6/24 Completion date: 7/6/24

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

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

Specific instructions and conditions are as follows:

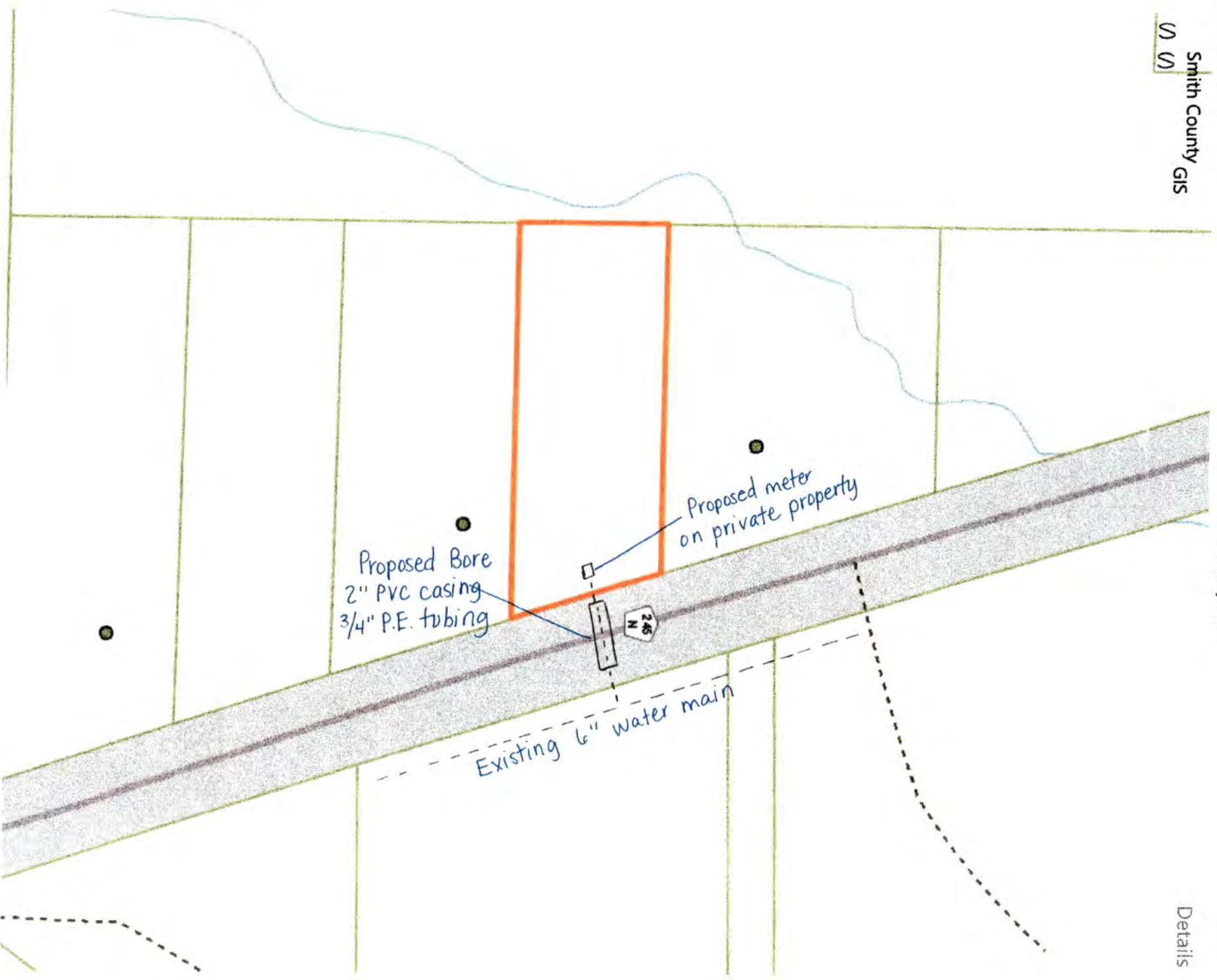
1. All underground lines are to be installed a minimum of 36 inches below flow line of the adjacent drainage or borrow ditch.
2. All buried lines carrying an electrical current, or electronic or optical signal shall have yellow plastic tape at least two inches in width, buried a minimum of twelve inches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

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

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

Applicants Signature: Ashley Bales Date: 6/26/26

Approved: [Signature] 6/29/26
Smith County Road Administrator/Engineer



32° 22' 53" N 94° 59' 51" W

<https://smithcad-search.gsacorp.io/map/#10000001850084190>

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

1. Applicant: Metronet Date: 6/24/2026
 Company Name (if different): _____ Phone: 812-916-1792
 Address: 3701 Communications Way, Evansville IN Fax: _____
47715 Zip: _____
 24/7 Contact Name: TAYLOR SHELTON Phone: 812-213-1211
 Contractor: TBD Phone: TBD
 Bonding Company: _____ Phone: _____
 2. Franchise Holder: _____ Phone: _____
 3. Franchise Contact: _____ Phone: _____

4. Location (if applicable, length of installation in feet): Echo Glen Dr., Chickasha Dr
Underground install for fiberoptic cable w/ ground boxes CP1256, 1294

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

6. Describe all traffic controls or warning devices anticipated for this project: _____
 Possible TCP's to be used are included with drawings. Contractor to provide more information prior to construction. (TXTY003)

7. Proposed start date: 7/8/2026 Completion date: 12/8/2026

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 _____

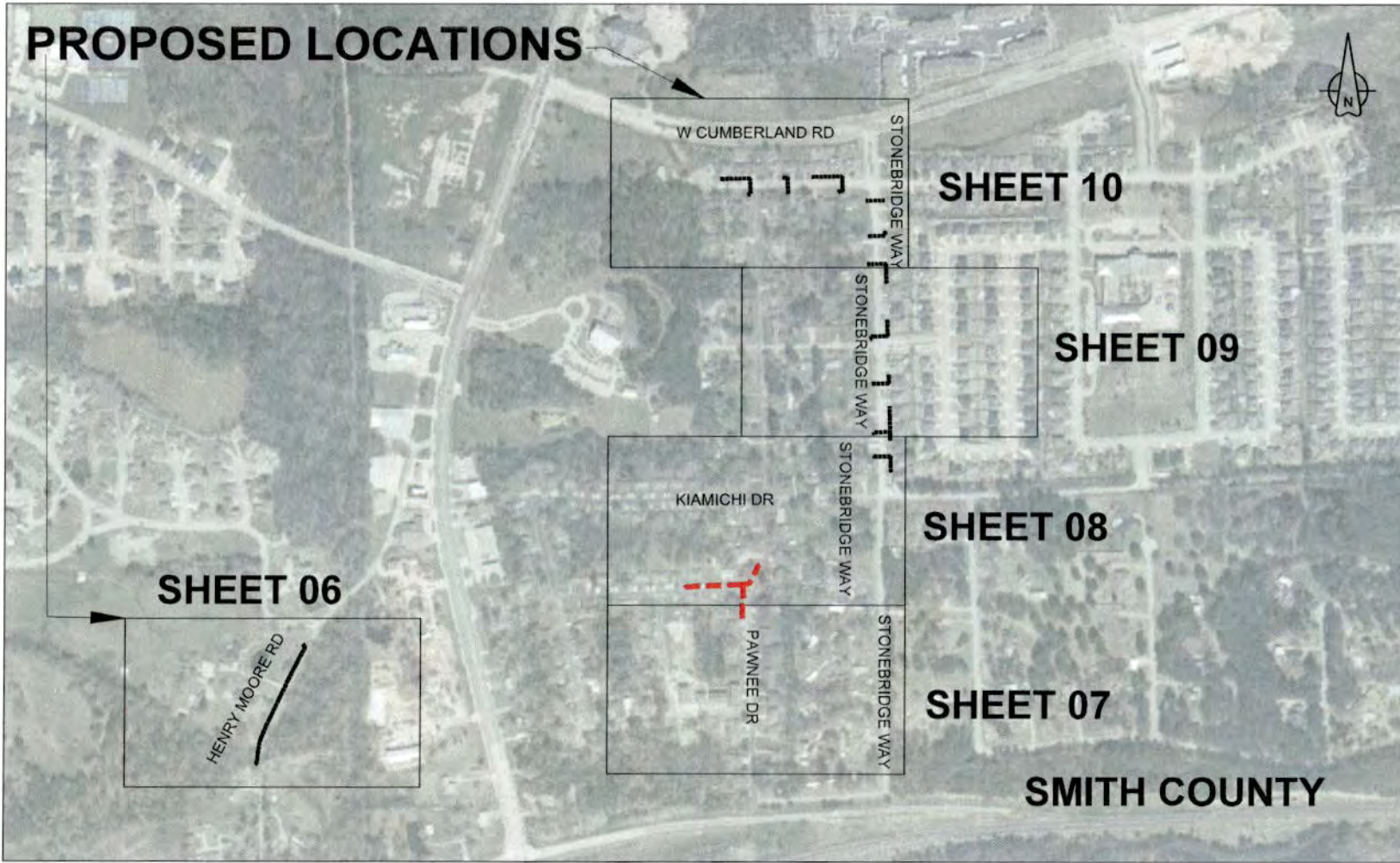
20. **Final Inspection: All permits must have a final inspection once work is complete. Please call (903)590-4801 to schedule a final inspection.**

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: Sara Beerman Date: 6/24/2026

Approved: [Signature] 6/29/26
Smith County Road Administrator/Engineer

PROPOSED LOCATIONS



THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF METRONET. IT SHALL BE CONSIDERED VOID IF ANY PART IS REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF METRONET LLC. AND ANY RIGHTS ARE RESERVED.

REV	DATE	DESCRIPTION	ENG	DRAWN

PROPOSED ROUTE LOCATION
 ROUTE: TXY003 COUNTY
 LOCATION: W CUMBERLAND RD & STONEBRIDGE WAY
 TYLER, SMITH COUNTY, TX

DESIGNED BY:	
DRAWN BY:	CENT
SCALE:	1"=10'
DATE DRAWN:	04/23/2026
FILE NAME:	PROPOSED INSTALLATION
PROJECT NUMBER:	TXY003
SHEET:	01
TOTAL SHEETS:	2



LEGEND

□ GRIDS

- - - - - Proposed UG Cover
- - - - - Proposed Conduit Cover

LEGEND

TYPICAL METRONET LINETYPES

	Right of Way
	Edge Of Pavement
	Center Line
	Public or unspecified easements
	Drainage easements
	Electrical easements
	Water Utility Easements
	STMSWR Easements
	SSWR Utility Easements
	Underground
	Overhead
	Property Line

TYPICAL METRONET SYMBOLS

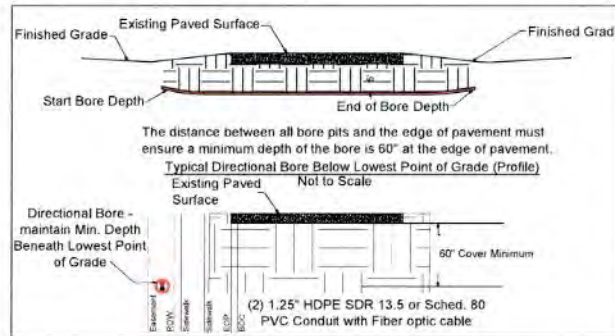
- Existing Utility Pole
- Riser Symbol
- Proposed Handhole
- Proposed 12" Square Utility Box

TYPICAL UTILITY SYMBOLS

- Fire Hydrant
- Sanitary Sewer MH
- Storm Sewer Inlet
- Water Isolation Valve
- Water Relief Valve
- Existing HH
- Fiber Marker
- Existing Pedestal

TYPICAL UTILITY LINETYPES

	Sanitary Sewer
	Storm Sewer
	Water



LEGEND

THIS PRINT AND DESIGN ARE THE PROPERTY OF METRONET. ALL RIGHTS ARE RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF METRONET, LLC. FOR MORE INFORMATION, CONTACT METRONET.

REV.	DATE	DESCRIPTION	BY	CHKD

UTILITIES LEGEND
ROUTE: TXY003 COUNTY
LOCATION: W CUMBERLAND RD & STONEBRIDGE WAY
TYLER, SMITH COUNTY, TX



DRAWN BY: CEVY	
SCALE: NTS	
DATE DRAWN: 04/21/2024	
FILE NAME:	
PROPOSED INSTALLATION:	
PROJECT NUMBER: TXY003	
SHEET: 02	TOTAL SHEETS: 12



**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: 6/22/2026
 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: Sean Stephenson Phone: _____
 Contractor: _____ Phone: _____
 Bonding Company: _____ Phone: _____
 2. Franchise Holder: _____ Phone: _____
 3. Franchise Contact: _____ Phone: _____
 4. Location (if applicable, length of installation in feet): 7510 CR 3151 INSTALL SERVICE LINE
 Propose to install 25' of 1" IP Pla SvGas 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: 7/15/ 2026 Completion date: 10/15/2026

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: 5/18 /2026

Approved: 
Smith County Road Administrator/Engineer



SMITH COUNTY NOTES:

- CONTRACTOR TO CALL IN LOCATES THROUGH TEXAS EXCAVATION SAFETY SYSTEMS AND CITY UTILITIES (CONFIRMATION REQUIRED) A MINIMUM (2) DAYS PRIOR TO EXCAVATION. (1-800-344-8377)
- ALL UTILITY CROSSINGS MUST HAVE DEPTH VERIFIED BY POT-HOLING WITH SMITH COUNTY APPROVAL.
- ALL DIRECTIONAL BORINGS SHALL HAVE THE LOCATOR PLACED BORE MARKS AND DEPTHS WHILE THE BORE IS IN PROGRESS. LOCATOR SHALL PLACE A MARK AT EACH STEM WITH A PAINT DOT AND DEPTH AT LEAST EVERY OTHER STEM.
- RIGHT OF WAY SURFACES SHALL BE CLEANED BEFORE THE END OF EACH DAY'S WORK. ALL CATCH BASINS, CULVERTS OR OTHER IMPROVEMENTS AFFECTED BY ANY DEPOSITS OF DIRT, MUD, ROCK, DEBRIS, OR OTHER MATERIAL, SHALL BE CLEANED DAILY, OR AS SPECIFIED BY THE COUNTY.
- CONTRACTOR MUST PICK UP CONSTRUCTION DEBRIS AND TRASH DAILY.
- CONTRACTOR MUST STABILIZE DISTURBED AREAS IN ESTABLISHED LAWN AREAS WITH WHOLE BLOCK SOD, EROSION CONTROL, MATTING AND/OR HYDRO-MULCH SEEDING AND FERTILIZING ARE PERMISSIBLE IN OTHER AREAS.
- CONTRACTOR MUST PLACE LOCATE MARKER TAPE, MINIMUM 2" IN WIDTH, BURIED A MINIMUM OF TWELVE INCHES ABOVE SUCH LINES IN AREAS OF OPEN EXCAVATION.
- NO LINES ARE TO BE INSTALLED UNDER OR WITHIN 50 FEET OF EITHER END OF A BRIDGE. NO LINES SHALL BE PLACED IN A CULVERT, OR WITHIN 10' OF THE CLOSEST POINT OF SAME.
- PARALLEL LINES WILL BE INSTALLED AS NEAR THE RIGHT OF WAY BOUNDARY AS IS POSSIBLE, AND NO PARALLEL LINE WILL BE INSTALLED IN THE ROADBED, IN THE DITCH OR IN BETWEEN THE DRAINAGE DITCH AND ROADBED, WITHOUT SPECIAL PERMISSION OF THE COUNTY ENGINEER.
- ALL VAULTS, HANDHOLES AND ABOVE GROUND BOXES MUST BE PLACED A MINIMUM OF 3 FEET OUTSIDE OF THE DITCH.
- ALL VAULTS, HANDHOLES AND ABOVE GROUND BOXES MUST BE PLACED A MINIMUM OF 25 FEET AWAY FROM EDGE OF ANY DRIVEWAY.
- OVERHEAD LINES WILL HAVE A MINIMUM CLEARANCE OF 18 FEET ABOVE THE ROAD SURFACE AT POINT OF CROSSING.
- AT LEAST ONE HALF OF THE TRAVELED PORTION OF THE ROAD MUST BE OPEN TO TRAFFIC AT ALL TIMES.
- SIGNS AND TRAFFIC CONTROLS SHALL COMPLY WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AS APPROVED BY TXDOT.
- RESTORATION OF THE RIGHT OF WAY IS REQUIRED, AND SHALL BE COMPLETED WITHIN 30 DAYS OF THE COMPLETED WORK WITHIN THE RIGHT OF WAY.
- ALL RESIDENTS OR BUSINESSES AFFECTED BY ANY SCHEDULED MAINTENANCE CAUSING ROAD CLOSURE, OR INTERRUPTION OF ANY UTILITY SERVICE, SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO ANY WORK. EMERGENCY SITUATIONS ARE EXEMPT.
- FINAL INSPECTION ALL PERMITS MUST HAVE A FINAL INSPECTION ONCE WORK IS COMPLETE. PLEASE CALL (903) 590-4801 TO SCHEDULE A FINAL INSPECTION.

RUSH PRIORITY

- PRIORITY 1
- PRIORITY 2
- NORMAL

PERMITS REQUIRED FOR CONSTRUCTION

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

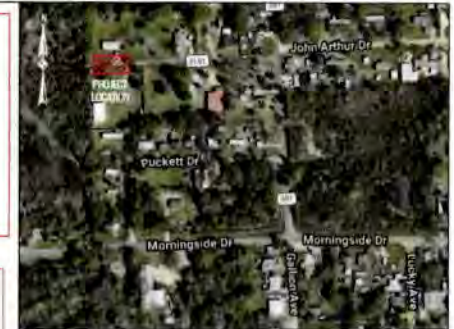
GAS SERVICE COORDINATOR:

COORDINATE SERVICE LOCATION WITH MICHAEL WALL AT 936-955-2356

INSPECTOR: DAVID GLASSCOCK (903)566-4306

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 (KEVIN CHAVEZ AT 409-782-0346) WITH ANY NECESSARY FIELD CHANGES.
- THIS PROJECT IS SUBJECT TO SEWER 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-9-1-330) 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 (ERIC EDDINS 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:
 - A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
 - B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
 - C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
 - D. 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.



VICINITY MAP

LEGEND

EXISTING MAIN	PROP 1" IP PLA SVC
PROP MAG ANODE	PROP 5# ZINC ANODE
PROP TRANS STATION	PROP MARKER BALL
PROP TEST POINT	PROP LINE MARKER
PROP LOCATION POINT	

DRAFTER: NG 6/15/2026
CKR: RJO 6/15/2026
ENGR: _____

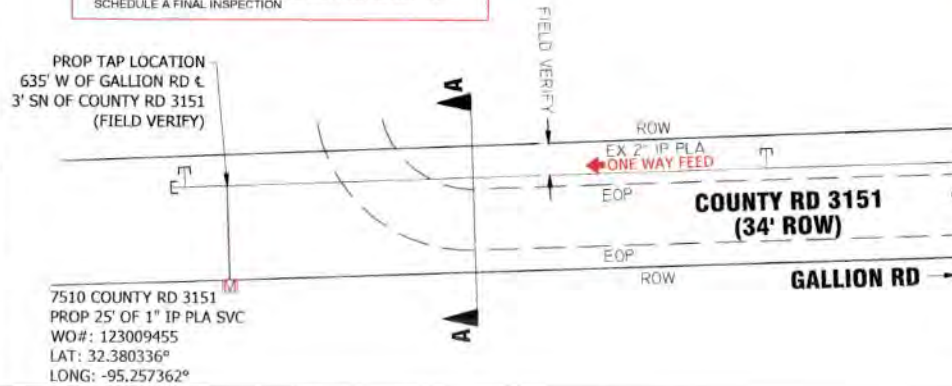
PIPE SUMMARY GENERIC

PIPE REQUIRED	
25' 1" PLA SERVICE IP - Intermediate Pressure	
25' TOTAL PIPE	
DESIGNED BY: KEVIN CHAVEZ (409-782-0346)	CONTRIBUTION: \$
ESTIMATED COST: \$	CONTRIBUTION DATE:
NEED DATES:	INSTALLATION DATE:
PURPOSE AND NECESSITY: INSTALL SERVICE TO SERVE RES. CUSTOMER AT 7510 COUNTY RD 3151	
DRAWN BY: HE	RECOMMENDED BY:
DATE: 06/15/2026	DATE:
SCALE: 1"=50'	
SHEET: 1 OF 1	APPROVED BY:
	DATE:
P:3061010864	

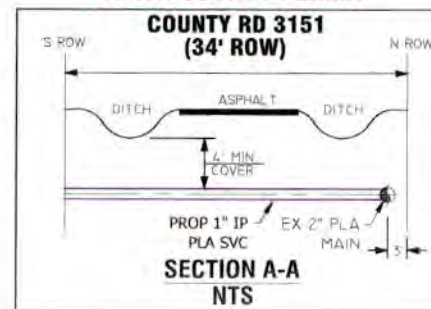
7510 COUNTY RD 3151
TYLER, TX



PROP TAP LOCATION
635' W OF GALLION RD &
3' SN OF COUNTY RD 3151
(FIELD VERIFY)



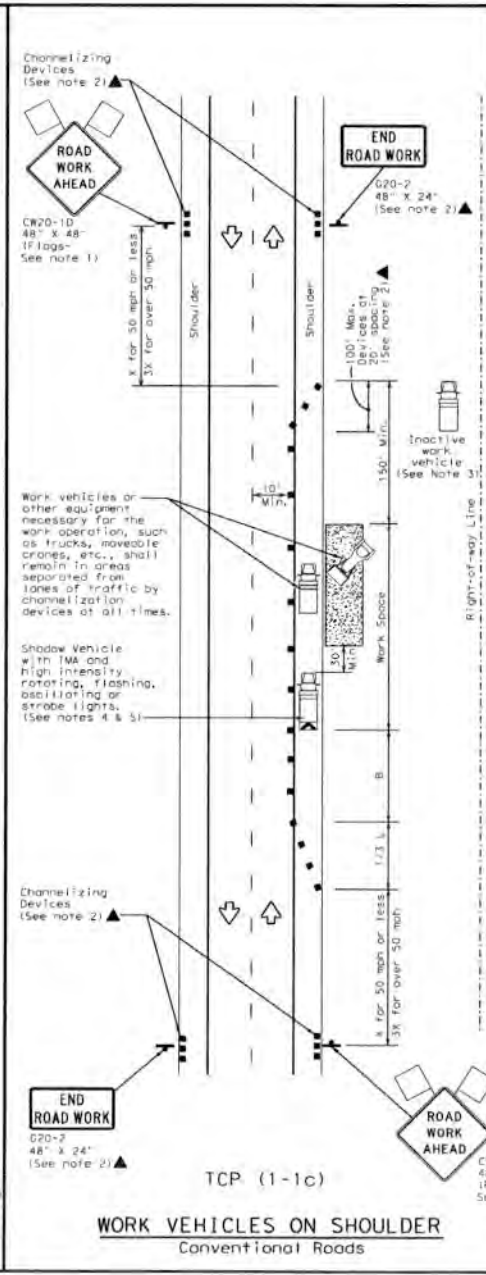
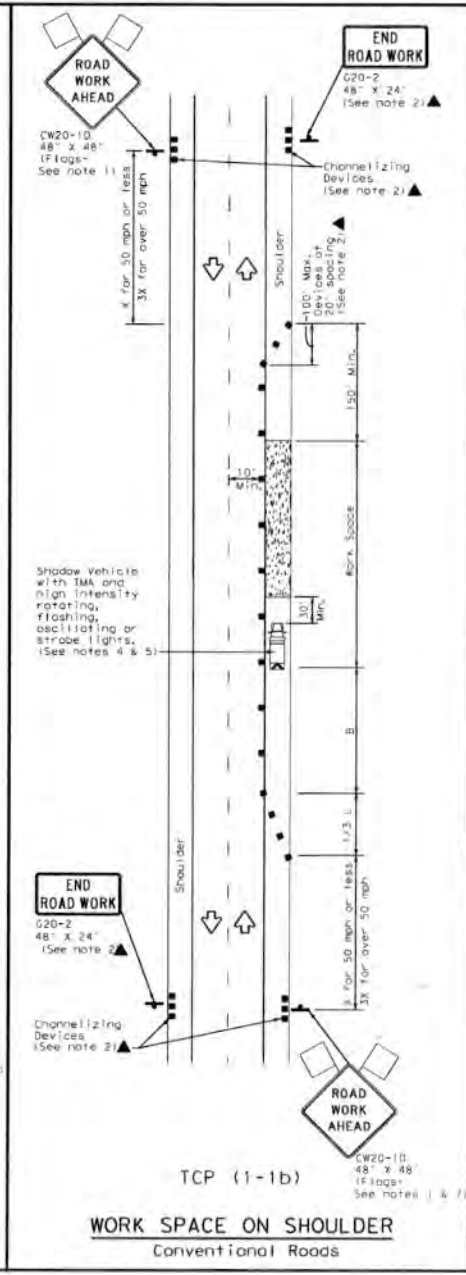
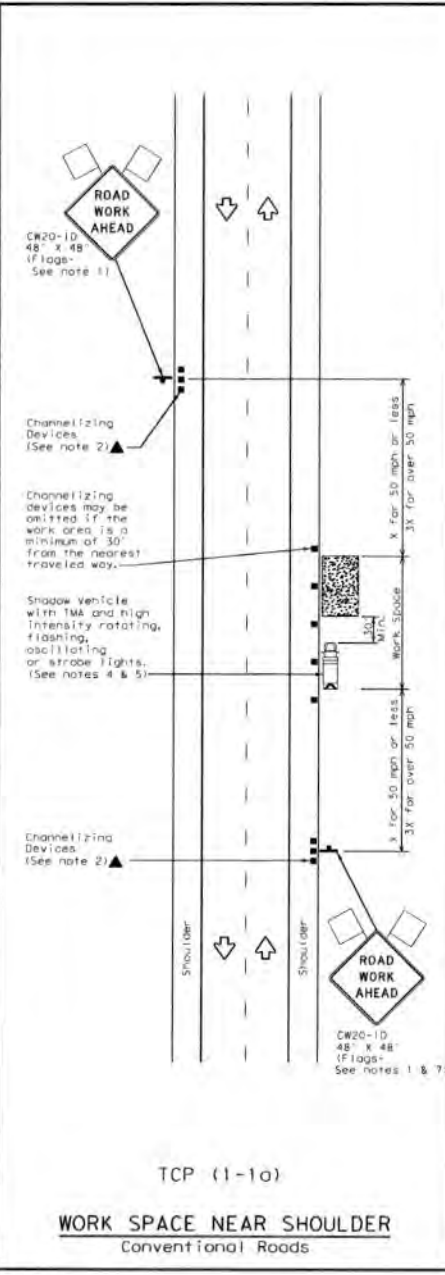
SMITH COUNTY PERMIT



7510 COUNTY RD 3151
PROP 25' OF 1" IP PLA SVC
WO#: 123009455
LAT: 32.380336°
LONG: -95.257362°

DISCLAIMER: The use of this Standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any barriers whatsoever. TxDOT assumes no responsibility for the conversion of this Standard to other formats or for incorrect returns or damages resulting from its use.

DATE: 11/11/11
 LET:



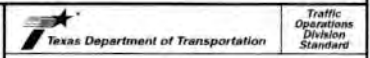
LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed M	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing X' Distance	Suggested Longitudinal Buffer Space B'
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40	L = WS	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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

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

- GENERAL NOTES**
- Flags attached to signs, where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - See TCP15-11 for shoulder work on divided highways, expressways and freeways.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



**TRAFFIC CONTROL PLAN
 CONVENTIONAL ROAD
 SHOULDER WORK**

TCP (1-1) - 18

FILED	tcp1-18.dgn	DATE	DATE	DATE	DATE
BY	December 1985	DATE	DATE	DATE	DATE
REVISIONS		DATE	DATE	DATE	DATE
7-94 4-95					
8-95 2-12					
1-97 2-18					

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

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

1. Applicant: Metronet Date: 6/24/2026
Company Name (if different): _____ Phone: 812-916-1792
Address: 3701 Communications Way, Evansville IN Fax: _____
47715 Zip: _____
24/7 Contact Name: TAYLOR SHELTON Phone: 812-916-1311
Contractor: TBD Phone: TBD
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: CR 4157
4. Location (if applicable, length of installation in feet): Stacy St., Cory Ray Ln., Choice Cir., Lauren Ln. Phone: CR 4212
INSTALL UNDERGROUND FIBER OPTIC CABLE WITH BOXES & ADDRESALS
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: _____
Possible TCP's to be used are included with drawings. Contractor to provide more information prior to
construction.
7. Proposed start date: 7/8/2026 Completion date: 12/8/2026

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

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

Specific Instructions and conditions are as follows:

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

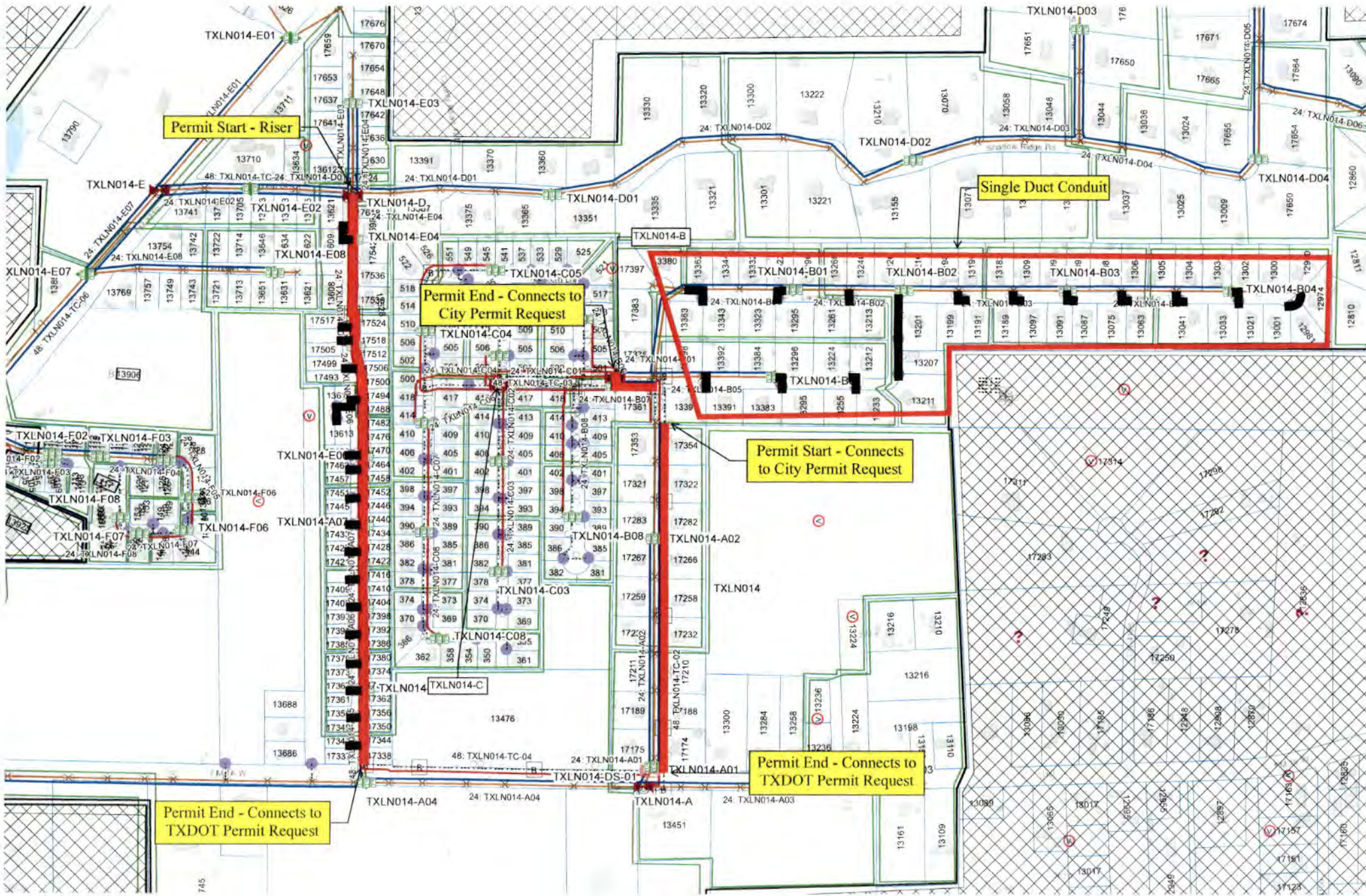
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between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

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

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

Applicants Signature: Sara Beirman Date: 6/24/2026

Approved: Fred Jones 6/29/26
Smith County Road Administrator/Engineer



Permit Start - Riser

Single Duct Conduit

Permit End - Connects to City Permit Request

Permit Start - Connects to City Permit Request

Permit End - Connects to TXDOT Permit Request

Permit End - Connects to TXDOT Permit Request

**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: Leemeko Stewart Date: 6/26/2026
Company Name (if different): Southwire for Oncor Electric Delivery Phone: 817-807-2073
Address: 14800 Blue Mound Rd Fax: -
Haslet, Tx Zip: 76052
24/7 Contact Name: Ted Newton Phone: 910-338-7881
Contractor: Southwire for Oncor Electric Delivery Phone: 770-832-4000 Ext 33775 Direct line 682-382-3775
Bonding Company: _____ Phone: -
2. Franchise Holder: Oncor Electric Delivery Phone: -
3. Franchise Contact: Whitney Turner Phone: 817-807-3879
4. Location (if applicable, length of installation in feet): 14226 COUNTY RD 434

UG ELECTRIC CABLE REPLACEMENT FOR ONCOR / REPLACING UNDERGROUND ELECTRIC CABLE VIA DIRECTIONAL DRILLING (BORING), APPROXIMATELY 1240 FT

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: Cones

7. Proposed start date: 07/01/2026 Completion date: 09/26/2026

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

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

Specific instructions and conditions are as follows:

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

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

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

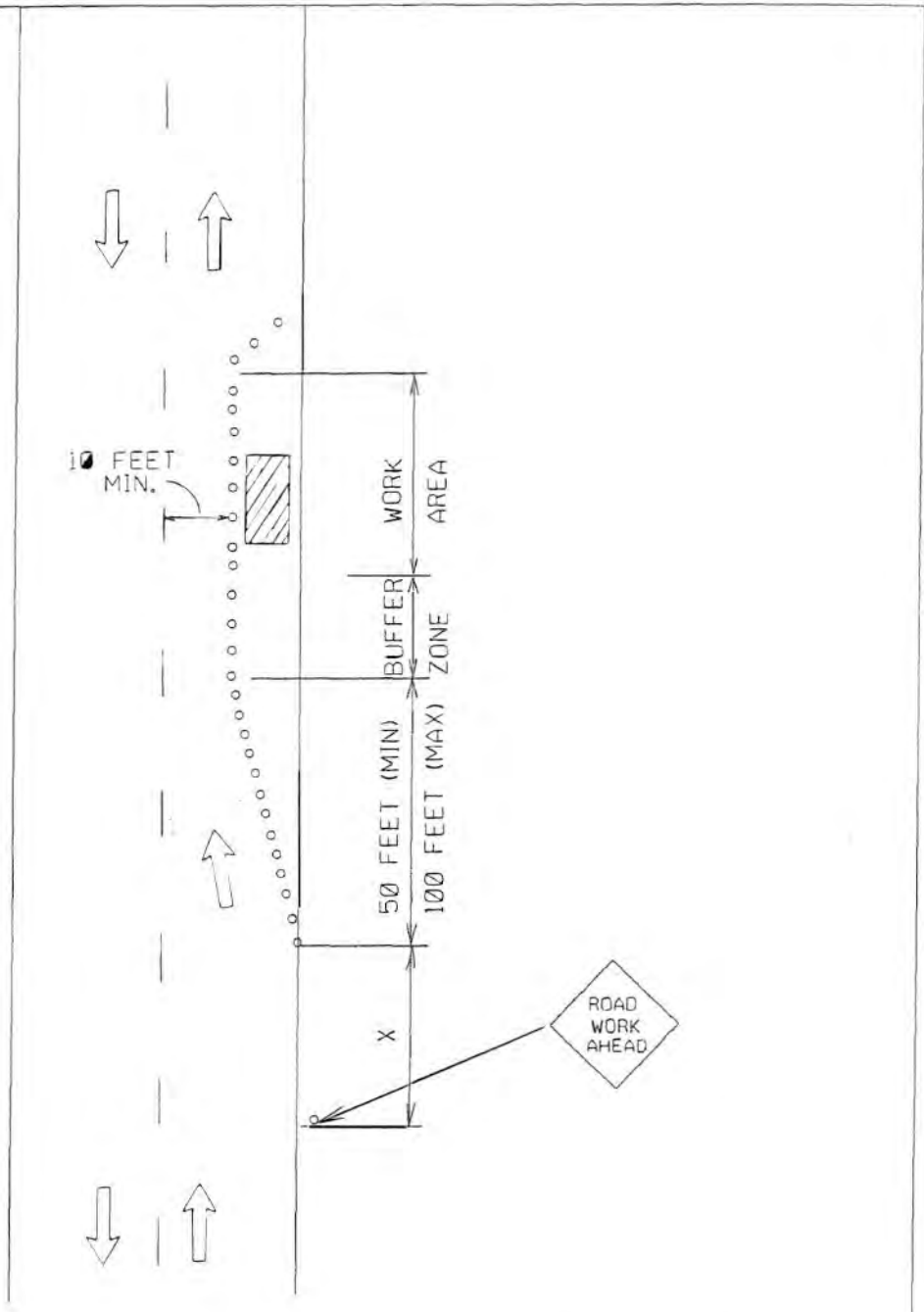
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Leemeko Stewart Date: 6/26/2026

Approved:  6/29/26
Smith County Road Administrator/Engineer

PLAN "220 B"

DATE: 5/31/2001



This plan is submitted for TCP. I certify this plan will be used for the following location(s):

_____ and that all channelizing devices will conform to "General Notes" as shown on the back.

Signature: _____

Date _____



Southwire

TYPICAL TWO WAY STREET - SPEED LIMIT 30 MPH OR LESS
SHORT TERM STATIONARY - 12 HRS OR LESS - DAYTIME ONLY

Note:

See reverse side for General Notes and Device Spacing

PLAN "220 B"

11

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 # _____

12

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Monthly	Department: Sheriff Office
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Smith County Jail Update	
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 report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.	
Background: See attached.	
Financial and Operational Impact: NA	
Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is a Budget Amendment Necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does Document Require Signature? Yes <input 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 # _____

13

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 6/29/2026	Submitted by: J Bell
Meeting Date: 7/7/2026	Department: Commissioners Court
Item Requested is: <input type="checkbox"/> For Action/Consideration <input checked="" type="checkbox"/> For Discussion/Report	
Title: Executive Session	
Agenda Category: <input type="radio"/> Briefing Session <input type="radio"/> Recurring Business <input type="radio"/> Court Orders <input type="radio"/> Resolution <input type="radio"/> Presentation <input checked="" type="radio"/> Executive Session	
Agenda Wording: SECTION 551.071 CONSULTATION WITH ATTORNEY Deliberation and consultation with attorney regarding contractual compliance and claims submitted under the Smith County Health Plan.	
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 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 # _____

14

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 06/29/25026	Submitted by: J.Latch for the Insurance Committee
-------------------------------------	--

Meeting Date: 07/07/2026	Department: Commissioners Court
---------------------------------	--

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

Title: RFP for Third Party Administrator (TPA) and ancillary 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 reject all proposals received for RFP 18-26 Third Party Administrator (TPA) and ancillary services.

Background: The Insurance Committee is recommending the court to reject all proposals received for all services.

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

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Agenda Item # _____

RFP 18-26 Third Party Administrator (TPA), Network Provider, Pharmacy Benefit Management, Specific and Aggregate Reinsurance, Transplant Carveout, Fully Insured Medical, Fully Insured/ASO Dental

On December 30, 2025, Commissioners Court gave permission to Issue RFP 18-26 Employee Health Plan Services.

April 15, 2026, the following proposal submissions were received:

Vendor	Third Party Administrator	Network Provider	Pharmacy Benefit Manager (PBM)	ASO Dental
AMPS		*	*	
Lucent Health Solutions, LLC.	*	*	*	
Personify Health	*	*	*	
Sage TPA	*	*	*	*
The Health Plan	*			*
UMR, Inc.	*			
Veracity Benefits, LLC	*	*	*	

*Sage voluntarily withdrew their submission

The Insurance Committee is recommending that the court reject all proposals.

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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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