

COMMISSIONERS COURT AGENDA
Tuesday, August 18, 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, August 18, 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:

RESOLUTIONS

1. Consider and take necessary action to approve a resolution proclaiming September 18, 2026, as "City of Hideaway Day" in Smith County.
2. Consider and take necessary action to approve a resolution proclaiming September 20, 2026, as "Sis. Anne Verdell Thomas Day" in Smith County.

COURT ORDERS

FIRE MARSHAL

3. Receive an update from Fire Marshal Chad Hogue on outdoor burning and discuss burn ban.

COMMISSIONERS COURT

4. Consider and take necessary action to reappoint four members to the Andrews Center Board of Trustees, positions one, two, and eleven, for a two-year term, and position eight for a one-term beginning October 31, 2026, and authorize the county judge to sign all related documentation.

ELECTIONS

5. Consider and take necessary action to approve Facility Use Agreements between Smith County and the following locations for the November 3, 2026, General Election, and authorize the county judge to sign all related documentation:
 - a. Redemption Church Gresham,
 - b. Smith County ESD 2 - Red Springs 121 Fire Station, and
 - c. Swan Wood Springs Methodist Church.
6. Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the November 3, 2026 Election and authorize the county judge to sign all related documentation:
 - a. City of Arp,
 - b. City of Tyler,
 - c. City of Whitehouse,
 - d. Smith County Appraisal District,
 - e. Smith County Emergency Services District No. 1, and
 - f. Smith County Emergency Services District No. 2.
7. Consider and take necessary action to appoint the 2026-2027 Election Judges from the lists submitted by the Smith County Democratic and Republican Parties, in accordance with Chapters 32 and 85 of the Texas Election Code.

FINANCIAL CRIMES INTELLIGENCE CENTER

8. Consider and take necessary action to approve a discretionary purchasing exemption and order in accordance with Texas Local Government code, Sections 262.024(a)(7)(A) for the purchase of investigative equipment from Cowboy Concealments and authorize the county judge to sign all related documentation.

ROAD AND BRIDGE

9. Consider and take necessary action to accept the completion of the construction contract for RB-04-25, Roadway Improvements to CR 1143 & CR 1145, with an underrun amount of \$8,901.20, authorize the county judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.

HUMAN RESOURCES

10. Consider and take necessary action regarding the Smith County Health Plan, to authorize renewal of stop loss to AMWINS and authorize the county judge to sign all related documentation.

PURCHASING

11. Consider and take necessary action to approve Interlocal Cooperative Purchasing Agreements between Smith County and the counties below in accordance with Texas Government Code, Chapter 791 (Interlocal Cooperation Act), and authorize the county judge to sign all related documentation:
 - a. Jefferson County, and
 - b. Brazoria County.

SHERIFF'S OFFICE

12. Consider and take necessary action to authorize the Sheriff's Office to participate in the Department of Justice, FY 2026 Bridging Immigration Deficits Experienced Nationwide, and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK

13. Consider and take the necessary action to approve the Commissioners Court minutes for July 2026.
14. Receive Commissioners Court recordings for July 2026.

TREASURER'S OFFICE

15. Consider and take necessary action to accept the Treasurer's July monthly report as received.

AUDITOR'S OFFICE

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

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

ADJOURN

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

Date: 8/12/2026

Time: 12:00 pm



NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/3/2026	Submitted by: Jennafer Bell
Meeting Date: 8/18/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution: City Of Hideaway Day	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming August 18, 2026, as "City of Hideaway Day" in Smith County.	
Background: Requested by Hideaway City Mayor, Chet Thomas.	
Financial and Operational Impact: NA	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: J Bell	Email: jbell2@smith-county.com
Name: C Murphy	Email: cmurphy@smith-county.com
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, on April 9, 2001, an Incorporation Petition was presented to the Smith County Judge for an election to be held to determine if the community of Hideaway should be incorporated as a Type B General Law Municipality, to be known as the City of Hideaway, Texas; and

WHEREAS, an election was held on August 11, 2001, the results were canvassed on August 17, 2001, and a majority of the votes cast were in favor of incorporation; and

WHEREAS, on August 20, 2001, the Smith County Judge ordered that the community become a municipality; and

WHEREAS, the City of Hideaway incorporated and its residents elected a city governing body, consisting of a mayor and five alderman; and have operated as such for 25 years; and

WHEREAS, the City of Hideaway, Texas, is home to more than 3,000 residents, is 2.4 square miles in the northwest corner of Smith County, and is a gated community consisting of three lakes, three nine-hole golf courses, a clubhouse, community buildings with an Olympic size pool, pickleball courts, parks, and many other activities. The City of Hideaway contains the Hideaway Lake Club and is supported by HOA fees, with no sales taxes or property taxes by the city for 25 years.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim August 18, 2026, as the

“City of Hideaway Day”

in Smith County and urges citizens to congratulate the city on its 25th anniversary.

WITNESS OUR HANDS THIS 18th day of August A.D. 2026.

Neal Franklin

County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/3/2026	Submitted by: Jennafer Bell
Meeting Date: 8/18/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Resolution: Sis. Anne Verdell Thomas Day	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☒ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a resolution proclaiming September 20, 2026, as "Sis. Anne Verdell Thomas Day" in Smith County.	
Background: Request sent through website by Laquita Hampton from the Spring Creek Baptist Church.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: J Bell	Email: jbell2@smith-county.com
Name: C Murphy	Email: cmurphy@smith-county.com
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____



Smith County Commissioners Court

Resolution

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

WHEREAS, Sis. Anne Verdell Thomas has served with exceptional grace, dedication, and a welcoming spirit as an active member of the Usher Board at Spring Creek Baptist Church for over 45 years; and

WHEREAS, Sis. Thomas has been a comforting and dependable presence at the church doors, consistently arriving with a servant's heart to ensure the comfort, safety, and smooth direction of every member and guest entering the sanctuary; and

WHEREAS, through her gentle demeanor, patience, and steadfast reliability, she has truly embodied the spirit of biblical hospitality, making everyone who enters feel valued, respected, and at home in the house of the Lord; and

WHEREAS, her four-and-a-half decades of faithful stewardship extend far beyond seating guests—leaving a lasting impression of lifelong commitment, humility, and love on our entire church community; and

WHEREAS, that the leadership and congregation of Spring Creek Baptist Church do hereby proudly recognize, commend, and honor Sis. Anne Verdell Thomas for her extraordinary tenure, her enduring legacy of service, and her profound contributions as a church usher.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Smith, Texas, through adoption of this Resolution does hereby proclaim September 20, 2026, as

“Sis. Anne Verdell Thomas Day”

in Smith County, and encourages all citizens to celebrate her dedication to Spring Creek Baptist Church.

WITNESS OUR HANDS THIS 18th day of August A.D. 2026.

Neal Franklin

County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway Sr.
Commissioner, Precinct 4

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

Submission Date: 08/06/2026	Submitted by: CHAD HOGUE
Meeting Date: 08/18/2026	Department: SCFMO
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Fire Conditions	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Update/Discussion About Fire Conditions in Smith County In Reference To A Burn Ban.	
Background: Predicted Fire Weather Outlook For Smith County	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☐	
Return Signed Documents to the following:	
Name: CHAD HOGUE	Email: chogue@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 # _____

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/4/2026	Submitted by: Jennafer Bell
Meeting Date: 8/18/2026	Department: Commissioners Court
Item Requested is: ☐ For Action/Consideration ☐ For Discussion/Report	
Title: Andrews Center Board of Trustees Reappt	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to reappoint four members to the Andrews Center Board of Trustees, positions one, two, and eleven, for a two-year term, and position eight for a one-term beginning October 31, 2026, and authorize the county judge to sign all related documentation.	
Background: Please see attached letter.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Wendy Gutierrez	Email: wgutierrez@andrewscenter.com
Name: J Bell	Email: jbell2@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.

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Office Use Only
Agenda Item # _____



July 30th, 2026

Judge Neal Franklin
Commissioners Court of Smith County
200 E. Ferguson, Suite 100
Tyler, TX, 75702

Dear Judge Franklin and Commissioners:

As a sponsoring agency of Andrews Center, pursuant to Texas Health and Safety Code, Title 7, Subchapter A, please post the following action item on your next Commissioners' Court agenda:

Consider adopting a RESOLUTION to re-appoint the following Board Members,

Member	Term	Position
Brittney Nichols	10/31/2026 – 10/31/2028	No. 1
Keith Youngblood	10/31/2026 – 10/31/2028	No. 2
Sheriff Larry Smith	10/31/2026 – 10/31/2028	No. 11- At Large
Lieutenant John Shoemaker	10/31/2026 – 10/31/2027	No. 8- At Large

The current Board Members have provided dedicated service to the Center. They graciously agreed to serve for an additional term pending the court's approval.

It should be noted that our policy allows a trustee to continue serving until reappointment, until their successor is appointed, or until the trustee fails to meet the participation requirements.

We would appreciate a copy of the signed Resolutions. And thank you for your continued support of the Andrews Center and the citizens of Smith County.

Sincerely,

Becki Mangum
Chief Executive Officer

2323 West Front Street • P.O. Box 4730 • Tyler, TX, 75712
(903)597-1351 • 1-800-374-6058
www.andrewscenter.com

RESOLUTION

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

WHEREAS, The Commissioners Court of Smith County, Texas considered adopting a RESOLUTION appointing a Board Member to the **Andrews Center Board of Trustees**; and

WHEREAS such appointment is required and authorized pursuant to Chapter 534 of the Texas Health and Safety Code;

NOW, THEREFORE, BE IT RESOLVED, That the Commissioners Court of Smith County, Texas hereby appoints _____ to serve in Position #1, Smith County, on the Board of Trustees of Andrews Center for a term beginning on the date of adoption of this resolution and ending _____

Adopted this _____ day of _____, 2026.

Neal Franklin, County Judge

Christina Drewry
Commissioner, Pct. 1

J Scott Herod
Commissioner, Pct. 3

John Moore
Commissioner, Pct. 2

Ralph Caraway, Sr.
Commissioner, Pct. 4

RESOLUTION

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

WHEREAS, The Commissioners Court of Smith County, Texas considered adopting a RESOLUTION appointing a Board Member to the **Andrews Center Board of Trustees**; and

WHEREAS such appointment is required and authorized pursuant to Chapter 534 of the Texas Health and Safety Code;

NOW, THEREFORE, BE IT RESOLVED, That the Commissioners Court of Smith County, Texas hereby appoints _____ to serve in Position #2, Smith County, on the Board of Trustees of Andrews Center for a term beginning on the date of adoption of this resolution and ending _____

Adopted this _____ day of _____, 2026.

Neal Franklin, County Judge

Christina Drewry
Commissioner, Pct. 1

J Scott Herod
Commissioner, Pct. 3

John Moore
Commissioner, Pct. 2

Ralph Caraway, Sr.
Commissioner, Pct. 4

RESOLUTION

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

WHEREAS, The Commissioners Court of Smith County, Texas considered adopting a RESOLUTION appointing a Board Member to the **Andrews Center Board of Trustees**; and

WHEREAS such appointment is required and authorized pursuant to Chapter 534 of the Texas Health and Safety Code;

NOW, THEREFORE, BE IT RESOLVED, That the Commissioners Court of Smith County, Texas hereby appoints _____ to serve in Position #8, At-Large, on the Board of Trustees of Andrews Center for a term beginning on the date of adoption of this resolution and ending _____

Adopted this _____ day of _____, 2026.

Neal Franklin, County Judge

Christina Drewry
Commissioner, Pct. 1

J Scott Herod
Commissioner, Pct. 3

John Moore
Commissioner, Pct. 2

Ralph Caraway, Sr.
Commissioner, Pct. 4

RESOLUTION

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

WHEREAS, The Commissioners Court of Smith County, Texas considered adopting a RESOLUTION appointing a Board Member to the **Andrews Center Board of Trustees**; and

WHEREAS such appointment is required and authorized pursuant to Chapter 534 of the Texas Health and Safety Code;

NOW, THEREFORE, BE IT RESOLVED, That the Commissioners Court of Smith County, Texas hereby appoints _____ to serve in Position #11, At-Large, on the Board of Trustees of Andrews Center for a term beginning on the date of adoption of this resolution and ending _____

Adopted this _____ day of _____, 2026.

Neal Franklin, County Judge

Christina Drewry
Commissioner, Pct. 1

J Scott Herod
Commissioner, Pct. 3

John Moore
Commissioner, Pct. 2

Ralph Caraway, Sr.
Commissioner, Pct. 4

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

Submission Date: 07/31/2026	Submitted by: Michelle Allcon
Meeting Date: 08/18/2026	Department: Elections Administration
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Elections - Facility Use Agreements	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve Facility Use Agreements between Smith County and the following locations for the November 3, 2026 General Election, and authorize the county judge to sign all related documentation. a. Redemption Church Gresham b. Smith County ESD 2 - Red Springs 121 Fire Station c. Swan Wood Springs Methodist Church	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Michelle Allcon	Email: mallcon@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 # _____

FACILITIES USE AGREEMENT

Redemption Church Gresham

This Agreement is made this 23 day of July, 2022, by and between **Redemption Church Gresham** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 16844 CR 165, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting the **November 3, 2026** election (the "Events").

- (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

- (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

- (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

- (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

November 2, 2026- Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026 - Election Day

November 4, 2026 - Equipment Pick Up (a specific time to be scheduled in advance)

3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental fee of **\$0.00/event** for the use of Facility for Events.

4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention: ~~Sue Bell~~ at least seven (7) days prior to the first day of the event. **Miles Morrison - 972-658-3916**

5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.

7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.

8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.

9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

FACILITY
REDEMPTION CHURCH GRESHAM

Signature: *Miles Morrison*

Printed Name: Miles Morrison

Title: Pastor

Date: 7/23/2026

Mailing Address:

16844 CR 165

Tyler, TX 75762

USER
SMITH COUNTY ELECTIONS ADMINISTRATION

Signature: *Michelle Allcon*

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date: 7/31/2026

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date: 8/18/2026

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
Smith County ESD 2 - Red Springs 121 Fire Station**

This Agreement is made this 9th day of July, 2026, by and between **Smith County ESD 2 - Red Springs 121 Fire Station** (hereinafter know as Facility) and **Smith Count Elections Administration**, (hereinafter knows as "User.")

1. Premises: Facility grants to User the use of that portion of the Facility, located at 16759 FM 14, Tyler, Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting the **November 3, 2026** election (the "Events").

(a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.

(b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.

(c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.

(d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.

2. Use Dates: User may occupy and use the Facility during the following times ("Use Period"):

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)

November 3, 2026: Election Day

November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)

3. Payment Terms for Public Building: As consideration for the use of the Facility, and the following Texas Election Code, there will be no charge to User, if building is a public building.

Texas Election Code, Sec. 43.033. CONSIDERATION FOR USE OF PUBLIC BUILDING AS POLLING PLACE. (a) No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, may be made for the use of a public building for a polling place if the day of the election is a day on which the building is normally open for business. If the day of the election is a day on which the building is not normally open for business, a charge may be made only for reimbursement for the actual expenses resulting from use of the building in the election. (b) The reimbursing authority is entitled to an itemized statement of expenses before making remittance. (c) A person commits an offense if the person assesses a charge for the use of a public building for a polling place in violation of Subsection (a). An offense under this subsection is a Class C misdemeanor.

4. Changes to Event Requirements: Event setup details needs to be sent to Facility attention: Eric Greaser (903-216-2097) at least seven (7) days prior to the first day of the event.

5. Cancellation by User: User may cancel the Event at any time by giving written notice of cancellation to Facility.

6. Cancellation by Facility: Facility agrees not to cancel the Events dates.

7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.
9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.



16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.
17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

FACILITY

SMITH COUNTY ESD 2 – RED SPRINGS 121 FIRE STATION

Signature:

Printed Name: Erik J. Edstrom

Title: Executive Director

Date: July 9, 2026

Mailing Address:

PO Box 780

Whitehouse, TX 75791

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature: *Michelle Allcon*

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date: 7/31/2026

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date: 8/18/2026

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

**FACILITIES USE AGREEMENT-
Swan Wood Springs Methodist Church**

This Agreement is made this 19 day of July, 2026, by and between **Swan Wood Springs Methodist Church** (hereinafter know as Facility) and **Smith County Elections Administration**, (hereinafter knows as "User.")

1. **Premises:** Facility grants to User the use of that portion of the Facility, located at 12005 Hwy 69 N, Tyler Texas, described in Section 1(a), on the terms and conditions of this Agreement and solely for the purpose of conducting the **November 3, 2026** election (the "Events").
 - (a) User is granted the right to use the following areas ("**Premises**") of the Facility for the Events:
Assigned Room

User is further granted the non-exclusive right to use the parking lot associated with the Facility for vehicle parking in connection with the Event, at no charge.
 - (b) This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any other portion of the Facility not specifically described herein.
 - (c) User shall provide all personnel necessary to staff the Events and ensure the safety of all participants as well as the appropriate supervision of the Events and the Facility.
 - (d) User will be responsible for removing all of its property from the Facility immediately following the expiration of the Use Period described in Section 2.
2. **Use Dates:** User may occupy and use the Facility during the following times ("Use Period"):

November 2, 2026: Equipment Drop off and set up (a specific time to be scheduled in advance)
November 3, 2026: Election Day
November 4, 2026: Pick-up Equipment Pick Up (A specific time to be scheduled in advance)
3. **Payment Terms for Non-Public Building:** If Facility is not a public building, User will pay a rental/use fee of **\$0.00/event** for the use of Facility for Events.
4. **Changes to Event Requirements:** Event setup details needs to be sent to Facility attention Carolyn Todd at least seven (7) days prior to the first day of the event.
5. **Cancellation by User:** User may cancel the Event at any time by giving written notice of cancellation to Facility.
6. **Cancellation by Facility:** Facility agrees not to cancel the Events dates.
7. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Provided, however, in the event of a force majeure occurrence, User agrees to use its best efforts to mitigate the impact of the occurrence so that Facility may continue to provide services during the occurrence.
8. **Alcoholic Beverages:** No alcoholic beverages are permitted at these events.

9. **Signs and Displays:** Facility agrees to allow electioneering near Facility in accordance with the following Texas Election Code; signs are not required to be posted on the property of a non-public building. If signs are posted, Facility has the choice to remove signs and place them on the ground outside Facility property or give to election workers to return to campaigners if asked about the signs.

Texas Election Code, Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE. (a) A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located, the person: (1) loiters; or (2) electioneers for or against any candidate, measure, or political party. (a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering. (b) In this section: (1) "Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Section 172.1114. (2) "Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later. (c) An offense under this section is a Class C misdemeanor.

10. **Cameras:** No camera(s) are allowed inside the polling location (Section 61.014b of the Texas Election Code). If there is a camera(s), Facility agrees to either turn off the camera(s) or agrees to covering the camera(s). If the facility does not turn off or cover the camera(s), the workers will do so in a way that will limit contact with the camera(s).
11. **Smoking:** No smoking is allowed inside Facility. This includes, but is not limited to: cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco and all other tobacco products.
12. **Carry Policy:** No handguns are allowed in Facility during Events. This prohibition is listed in Section 46.03(a) and 46.15 of the Texas Penal Code.
13. **Public Safety:** User will conduct all activities under this Agreement in compliance with all applicable law and with due regard for public safety. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Premises. User shall not bring onto the Facility or Premises any material, substances, equipment, or object that is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or that is likely to constitute a hazard to property. User may not install or operate any engine, motor, or other machinery, or use gas or flammable substances, in the Facility.
14. **Removal of Property:** All materials brought into the Facility by User will be removed before the expiration date of the Use Period. All Facility owned furniture will be returned to original location(s).
15. **Compliance with Laws and Regulations:** User shall comply with all laws of the United States and of the State of Texas and User will require that User's agents, servants, employees, contractors, guests and invitees comply with the same. Without limitation of the foregoing, User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act.
16. **Complete Agreement:** This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, written or oral, between Facility and User. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by Facility and User.

17. **Miscellaneous:** Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement and any exhibits attached hereto represent the entire agreement of the parties with respect to the subject matter hereof and may not be varied without the prior written consent of the parties. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

FACILITY

SWAN WOOD SPRINGS METHODIST CHURCH

Signature: *Carolyn Todd*

Printed Name: Caroline Todd

Title:

Date: 7/19/2026

Mailing Address:

12005 Hwy 69 N,

Tyler, TX 75706

USER

SMITH COUNTY ELECTIONS ADMINISTRATION

Signature: *Michelle Allcon*

Name: Michelle Allcon

Title: Smith County Elections Administrator

Date: 7/31/2026

Signature:

Name: Neal Franklin

Title: Smith County Judge

Date: 8/18/2026

Mailing Address:

Smith County Elections Administration

302 E Ferguson St

Tyler, TX 75702

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

Submission Date: 07/31/2026	Submitted by: Michelle Allcon
Meeting Date: 08/18/2026	Department: Elections Administration
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Elections - Interlocal Agreements	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve the Interlocal Agreements for conducting elections between Smith County and the following political subdivisions for the November 3, 2026 Election and authorize the county judge to sign all related documentation. a. City of Arp, b. City of Tyler, c. City of Whitehouse, d. Smith County Appraisal District, e. Smith County Emergency Services District No. 1, and f. Smith County Emergency Services District No. 2.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Michelle Allcon	Email: mallcon@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 # _____

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY and THE CITY OF
WHITEHOUSE FOR CONDUCTING A JOINT ELECTION**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this 10 day of August, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**), and City of Whitehouse, a political subdivision of the State of Texas, with the authorization of their respective governing bodies (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enters into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

W I T N E S S E T H

WHEREAS, VOTING UNIT is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

WHEREAS, COUNTY has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

WHEREAS, COUNTY may hire additional elections administration personnel as necessary to carry out this agreement; and

WHEREAS, VOTING UNIT and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

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, **COUNTY** and **VOTING UNIT** agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city election and any special election herein described for **VOTING UNIT**.

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review and notify **VOTING UNIT**, in writing, of the final selection of polling places. These polling places are required to be the county wide polling places as stated under Texas Election Code Sections 43.004 and 43.007(e).

In the event that the approved polling places become unavailable for use, the Elections Administrator shall notify the **VOTING UNIT** of the cancellation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace canceled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;
8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;

10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to the **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8th) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;
25. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

26. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
27. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
28. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
29. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
30. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

II. VOTING UNIT'S DUTIES

VOTING UNIT shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in

violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 3, 2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide Exhibit A "Estimate" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit A "Estimate" to this Agreement, reflecting the estimated expenses of the commissioner election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - b. Estimated Services: Services performed in the conduct of the election-printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two

or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.

- d. **Equipment Rental:** A rental fee of \$3,566.20, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 5 early voting locations and 36 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/ExpressVotes Printers, 1 DS450, and 1 ElectionWare (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. The cost for the invoices will be divided by the number of registered voters per entity.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit A "Estimate". Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit A "Estimate", **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
 3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 3, 2026, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** 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 part 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.

VII. 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.

VIII. 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 **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 3, 2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners' Court.

X. 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.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY

c/o Neal Franklin, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

CITY OF WHITEHOUSE

c/o Leslie Black, City Manager
PO Box 776
Whitehouse, TX 75791

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

XII. CANCELLATIONS

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County and City of Whitehouse have caused this agreement to be effective as of the ____ day of _____, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF WHITEHOUSE CITY COUNCIL IN A MEETING on the
10 day of August, 2026 and executed by **LESLIE BLACK**, City
Manager, as the authorized representative of **CITY OF WHITEHOUSE**.

CITY OF WHITEHOUSE

BY: Leslie Black
LESLIE BLACK, CITY MANAGER

ATTEST:
BY: Stephanie Nichols
STEPHANIE NICHOLS, CITY CLERK

APPROVED:

BY: _____
BLAKE ARMSTRONG, CITY ATTORNEY

ESTIMATE

To: Stephanie Nichols
City of Whitehouse
903-510-7502



Smith County

Elections
Administration

302 E Ferguson Street
Tyler, TX 75702
Phone 903-590-4777
Fax 903-590-4778
scelections@smith-
county.com

INVOICE #
DATE:

Make all checks
payable to: Smith
County

**THANK YOU
FOR YOUR
BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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November 3, 2026
Election

30 day

%	DESCRIPTION	TOTAL COST	WHITEHOUSE COST
2.8%	EV and ED Personnel and Services	135,865.50	4,205.10
2.8%	ES&S Invoices	28,050.00	774.10
144.48	Absentee Ballots	13.76	72.24
16.66%	Publications of Notice of Election	1,600.00	266.67
16.66%	Delivery of Election Equipment	10,000.00	1,666.67
100%	Rental of Election Equipment	3,554.70	3,566.20

SUBTOTAL 10,550.98

10% ADMINISTRATIVE FEE 1,055.09

TOTAL 11,606.07

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review and notify **VOTING UNIT**, in writing, of the final selection of polling places. These polling places are required to be the county wide polling places as stated under Texas Election Code Sections 43.004 and 43.007(e).

In the event that the approved polling places become unavailable for use, the Elections Administrator shall notify the **VOTING UNIT** of the cancellation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace canceled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;
8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;

10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to the **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8th) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;
25. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

26. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
27. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
28. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
29. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
30. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

II. **VOTING UNIT'S DUTIES**

VOTING UNIT shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in

violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 3, 2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide Exhibit "A Estimate 1" and Exhibit "B Estimate 2" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A Estimate 1" and Exhibit "B Estimate 2" to this Agreement, reflecting the estimated expenses of the commissioner election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - b. Estimated Services: Services performed in the conduct of the election-printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two

- or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
- d. **Equipment Rental:** A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 5 early voting locations and 36 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/ExpressVotes Printers, 1 DS450, and 1 ElectionWare (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. The cost for the invoices will be divided by the number of registered voters per entity.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A Estimate 1" and Exhibit "B Estimate 2." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A Estimate 1" and Exhibit "B Estimate 2," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
 3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 3, 2026, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** 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 part 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.

VII. 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.

VIII. 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 **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 3, 2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

X. 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.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY

c/o Neal Franklin, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

SMITH COUNTY EMERGENCY SERVICES DISTRICT No. 1

c/o Carolyn Todd
PO BOX 697
Lindale, TX 75771

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

XII. CANCELLATIONS

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County and Smith County Emergency Services District No. 1 have caused this agreement to be effective as of the 18 day of August, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS COURT MEETING on the
18 day of August, 2026, and executed by **NEAL FRANKLIN**,
County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

Michelle Allcon

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY THE SMITH COUNTY EMERGENCY SERVICES DISTRICT NO. 1 IN
A MEETING on the 18 day of June, 2026 and executed by
CAROLYN TODD, Board President, as the authorized representative of the **SMITH
COUNTY EMERGENCY SERVICES DISTRICT NO. 1.**

SMITH COUNTY EMERGENCY SERVICES DISTRICT NO. 1

BY: Carolyn Todd
CAROLYN TODD, BOARD PRESIDENT

ATTEST:

BY: Charles Froebe
CHARLES FROEBE, BOARD SECRETARY

ESTIMATE 1

To: Annie Baldwin
ESD #1
Districts 2, 3, 5



Smith County

Elections
Administration

302 E Ferguson Street
Tyler, TX 75702
Phone 903-590-4777
Fax 903-590-4778
scelections@smith-
county.com

INVOICE #
DATE:

Make all checks
payable to: Smith
County

**THANK YOU
FOR YOUR
BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
------------	----------	---------------	----------

November 3, 2026
Election

30 day

%	DESCRIPTION	TOTAL COST	ESD1 COST
2.8%	EV and ED Personnel and Services	135,865.50	4,263.56
2.8%	ES&S Invoices	28,050.00	784.86
33.33%	Absentee Ballots	357.76	119.25
14.29%	Publications of Notice of Election	1,600.00	228.57
14.29%	Delivery of Election Equipment	10,000.00	1,428.57
100%	Rental of Election Equipment	3,554.70	3,566.20

SUBTOTAL 10,391.01

**10% ADMINISTRATIVE
FEE** 1,039.10

TOTAL 11,430.11

ESTIMATE 2

To: Annie Baldwin
 ESD #1
 Districts 2, 3, 5



Smith County

Elections
 Administration

302 E Ferguson Street
 Tyler, TX 75702
 Phone 903-590-4777
 Fax 903-590-4778
 selections@smith-
 county.com

INVOICE #
 DATE:

Make all checks
 payable to: Smith
 County

**THANK YOU
 FOR YOUR
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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November 3, 2026
 Election

30 day

%	DESCRIPTION	TOTAL COST	ESD1 COST
4.9%	EV and ED Personnel and Services	135,865.50	7,404.79
4.9%	ES&S Invoices	28,050.00	1,363.11
50%	Absentee Ballots	357.76	178.88
16.66%	Publications of Notice of Election	1,600.00	228.57
16.66%	Delivery of Election Equipment	10,000.00	1,428.57
100%	Rental of Election Equipment	3,554.70	3,566.20

SUBTOTAL 14,170.12

10% ADMINISTRATIVE
 FEE 1,417.01

TOTAL 15,587.14

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND CITY OF ARP FOR
CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this 18 day of August, 2026, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**) and City of Arp with the authorization of their respective governing body (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, VOTING UNIT is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

WHEREAS, COUNTY has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

WHEREAS, COUNTY may hire additional elections administration personnel as necessary to carry out this agreement; and

WHEREAS, VOTING UNIT and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

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, **COUNTY** and **VOTING UNIT** agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a city council election and any special election herein described for **VOTING UNIT**.

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting for **VOTING UNIT**;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8th) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

25. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
26. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
27. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
28. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
29. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

II. **VOTING UNIT'S DUTIES**

VOTING UNIT shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and **each VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY's** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as

possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held 11/03/2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard, the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location Charges: The cost will be split between all entities participating in the joint election by the number of voters that voted in that **VOTING UNIT'S** election at each location. Example: If "**VOTING UNIT 1**" voters make up 75% of the voters that voted at "Location A" and "**VOTING UNIT 2**" voters made up the other 25%, then "**VOTING UNIT 1**" pays 75% of the cost of that location while "**VOTING UNIT 2**" pays 25%.

This cost includes the poll workers, the supplies, and the rental fee (if any). If “**VOTING UNIT 1**” shares a ballot with “**VOTING UNIT 3**” then the 75% will be divided between those entities.

- b. **Estimated Services:** Services performed in the conduct of the election-such as printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. **Absentee Ballots:** The ballot set up fee will be split evenly be all entities participating in the election. The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - d. **Equipment Rental:** A rental fee of \$2,708.45, or .3% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 20 Election Day locations and includes 191 ExpressVotes, 34 DS200s, 56 ExpressPolls/Express Printers, 0 DS450, and 1 Electionware (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. **ES&S Invoices:** The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate’s name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. While all invoices will be sent to **COUNTY**, each **VOTING UNIT’S** cost will be independent and will directly reflect the costs associated to **VOTING UNIT**.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit “A.” Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit “A,” **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and

3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** 11/03/2026 election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** 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 part 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.

VII. 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.

VIII. 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 **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their 11/03/2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however

that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

X. 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.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY

c/o Neal Franklin, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

CITY OF ARP

c/o Tracey Pritchett, City Secretary
PO BOX 68
Arp, TX 75750

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

XII. CANCELLATIONS

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County and City of Arp have caused this agreement to be effective as of the 18 day of August, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS' COURT MEETING on the
18 day of August, 2026, and executed by **NEAL FRANKLIN**,
County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

Michelle Allcon
MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY CITY OF ARP CITY COUNCIL IN A MEETING on the 6TH day of July, 2026 and executed by TERRY LOWRY, Mayor, as the authorized representative of CITY OF ARP.

CITY OF ARP

BY: Terry Lowry
TERRY LOWRY, MAYOR

ATTEST:
BY: Tracey Pritchett
TRACEY PRITCHETT, CITY SECRETARY

APPROVED:
BY: Ronald Stutes
RON STUTES, CITY ATTORNEY

ESTIMATE

To: Tracey Pritchett
 City of Arp
 PO Box 68
 Arp, TX 75750



Smith County

Elections
 Administration

302 E Ferguson Street
 Tyler, TX 75702
 Phone 903-590-4777
 Fax 903-590-4778
 selections@smith-
 county.com

INVOICE #
 DATE:

Make all checks
 payable to: Smith
 County

**THANK YOU
 FOR YOUR
 BUSINESS!**

INVOICE NO	ELECTION	PAYMENT TERMS	DUE DATE
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November 3, 2026
 Election

30 day

%	DESCRIPTION	TOTAL COST	ARP COST
.3%	EV and ED Personnel and Services	135,865.50	464.62
.3%	ES&S Invoices	28,050.00	85.53
33.33%	Absentee Ballots	13.76	4.59
14.29%	Publications of Notice of Election	1,600.00	266.67
14.29%	Delivery of Election Equipment	10,000.00	1,666.67
100%	Rental of Election Equipment	3,554.70	3,554.70

SUBTOTAL 6,042.78

**10% ADMINISTRATIVE
 FEE** 604.28

TOTAL 6,647.06

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review and notify **VOTING UNIT**, in writing, of the final selection of polling places. These polling places are required to be the county wide polling places as stated under Texas Election Code Sections 43.004 and 43.007(e).

In the event that the approved polling places become unavailable for use, the Elections Administrator shall notify the **VOTING UNIT** of the cancellation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace canceled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;
8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;

10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting by personal appearance for **VOTING UNIT**;
16. Conduct Early Voting by mail for **VOTING UNIT**;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to the **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8th) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;
25. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;

26. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
27. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
28. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
29. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
30. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

II. **VOTING UNIT'S DUTIES**

VOTING UNIT shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in

violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 3, 2026, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the commissioner election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - b. Estimated Services: Services performed in the conduct of the election-printing notices, delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be divided evenly between all **VOTING UNITS** that enter into a contract with **COUNTY**.
 - c. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two

or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.

- d. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 5 early voting locations and 36 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/ExpressVotes Printers, 1 DS450, and 1 ElectionWare (reporting software). This is the minimum amount of equipment needed for this number of polling locations. If the polling location or the need for equipment increases, the rental fee will not exceed \$4,000.00 and **COUNTY** will notify **VOTING UNIT** of change. If the number of polling locations decreases, the rental fee will decrease to reflect that change.
 - e. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost. The cost for the invoices will be divided by the number of registered voters per entity.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
 3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 3, 2026, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** 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 part 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.

VII. 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.

VIII. 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 **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 3, 2026 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

X. 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.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY

c/o Neal Franklin, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

SMITH COUNTY APPRAISAL DISTRICT

c/o Carol McNeil, Chief Appraiser
245 SSE Loop 323
Tyler, TX 75702

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

XII. CANCELLATIONS

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County and Smith County Appraisal District have caused this agreement to be effective as of the ____ day of _____, 2026.

APPROVED IN SMITH COUNTY'S COMMISSIONERS COURT MEETING on the _____ day of _____, 2026, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN, COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY THE SMITH COUNTY APPRAISAL DISTRICT IN A MEETING on the 10 day of August, 2026 and executed by MARK WHATLEY, Board Chairman, as the authorized representative of the SMITH COUNTY APPRAISAL DISTRICT.

SMITH COUNTY APPRAISAL DISTRICT

BY: Mark Whatley
MARK WHATLEY, BOARD CHAIRMAN

RECOMMENDED
Carol McNeil
CAROL MCNEIL, CHIEF APPRAISER

ATTEST:

BY: Melissa Moga
MELISSA MOGA, BOARD RECORDING SECRETARY

7

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

Submission Date: 07/31/2026	Submitted by: Michelle Allcon
Meeting Date: 08/18/2026	Department: Elections Administration
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Elections	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to appoint the 2026-2027 Election Judges from the lists submitted by the Smith County Democratic and Republican Parties, in accordance with Chapters 32 and 85 of the Texas Election Code.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name: M Allcon	Email: mallcon@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 # _____

Election Judge List-TEC 32.002 85.009

Sept 2026- Aug 2027

Republican Presiding or Alternate Judge

Anita Osborne	Keith Lory
Ben Cave	Kenneth Blundell
Bobby Upshaw	Lee Bierig
Brenda Harris	Linda Blevins
Brett Langenbau	Marty Gould
Bruce Folks	Maurine Smith
Charlie Colman	Nadina Hiss
Chris Dickson	Neva Yearwood
Craig Licciardi	Paul Bass
David Epperson	Pieter DeWet
David Sage	Randy Reeves
Debbie Perkins	Ruth Bolt
Diana (Dee) Chambliss	Sarah Fields
Donna Vanness	Shane Betts
Emmanuel Brown	Sharon Guthrie
Gary Hopkins	Shirley Anderson
Helen Lowry	Stacey Hirt
Hope Hext	Teana Falce
Janet Baber	Ted Schoenberg
Jody McDonough	Terry Howlett
Karan Windham	Tim Gould
Katherine Maxwell-McDonald	Tony Bryant
Katherine Roberts	Vivian Turman

Republican Ballot Board Presiding Judge

Paula Patterson

Republican Central Count Presiding Judge

Mauine Smith

Election Judge List-TEC 32.002 85.009

Sept 2026- Aug 2027

Democratic Presiding or Alternate Judge

Arvilla Banks
Barronda Chase
Beverly Campbell
Bill Johnston
Brenda Wickware
Carla Higgins
Claretta Allen
Dan Richard
Debra Kaiser
Dianne Williamson
Diannia Jackson
Dorinda Williams
Doris Reed
Elizabeth Hanna
Greg Grubb
James Wirzman
Joya O'Neal
Julie Hoffman
Kathy Townsend
Kevin Hampton
Larry West

Loretta Butler
Louann Cunningham
Maxine Caldwell
Melvin Ford
Michelle (Mitzi) Rusk
Orenthia Mason
John Pearson
Ravon Pettigrew
Nikishia Allen
Waymon Stewart
Jon David Stone
Travis McGee
Pamela Thurman-Ford
Reda Houston
Robert (Steve) Hicks
Sandy McRoberts
Shirley Gilbert
Sophia Holiness-Young
Staci "Oller" Smith
Wendy Minix

Democratic Ballot Board Presiding or Alternate Judge

Kathy Townsend
Greg Grubb

Democratic Central Count Presiding Judge

Arvilla Banks

8

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/07/2026	Submitted by: Adam Colby
Meeting Date: 08/18/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Discretionary Exemption	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a discretionary purchasing exemption and order in accordance with Texas Local Government code, Sections 262.024(a)(7)(A) for the purchase of investigative equipment from Cowboy Concealments and authorize the County Judge to sign all related documentation.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name: Adam Colby	Email: adam.colby@fcic.texas.gov
Name: Shannon Aynesworth	Email: shannon.aynesworth@fcic.texas.gov
Name: Carey Lewis	Email: clewis@smith-county.com
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

QUOTE:

2917

QUOTE EXPIRATION DATE:

October 5, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

PARTS: AXIS T8415 Wireless Installation Tool Quantity 2	Price \$620.00 Total \$1,240.00
PARTS: AXIS F8225 Pinhole Accessory *4 Week LeadTime* Quantity 5	Price \$36.00 Total \$180.00
PARTS: AXIS FA1125 Sensor Unit Quantity 5	Price \$150.00 Total \$750.00
PARTS: AXIS F82A06 Angled Pinhole Mount *6 Week Lead Time* Quantity 10	Price \$28.00 Total \$280.00
PARTS: AXIS TF1902-RE Mounting Bracket Quantity 4	Price \$10.00 Total \$40.00
PARTS: AXIS F8211 Pinhole Trim Ring Quantity 1	Price \$55.00 Total \$55.00
PARTS: AXIS F7301 Cable Black 1 m Quantity 10	Price \$28.00 Total \$280.00
PARTS: AXIS P1245 Mk II Modular Standard Camera Quantity 5	Price \$395.00 Total \$1,975.00
PARTS: AXIS P1265 Mk II Modular Pinhole Camera Quantity 10	Price \$405.00 Total \$4,050.00

TOTAL (PO/ACH/CHECK)

\$8,850.00



Total (PO / ACH / Check):	\$8,850.00
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Total (Credit Card – 3% fee)	\$9,115.50
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COWBOY CONCEALMENTS

[REDACTED]

[REDACTED]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2918

QUOTE EXPIRATION DATE:

September 16, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

PARTS: (WIFI) XR60, 5G Router, Global, Dual Ethernet, Wi-Fi, includes 5-year AirLink Complete	Price \$1,325.00
Quantity 5	Total \$6,625.00

TOTAL (PO/ACH/CHECK)	\$6,625.00
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Total (PO / ACH / Check):	\$6,625.00
Total (Credit Card – 3% fee)	\$6,823.75

COWBOY CONCEALMENTS

[Redacted]

[Redacted]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2919

QUOTE EXPIRATION DATE:

October 5, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

SMITH COUNTY CORAM 1 WINDOW BOX		Price \$8,750.00
i-PRO WVS61302-Z4 Camera + XR60 5G Modem		
Package Includes: 15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch. i-PRO WVS61302-Z4 Camera XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete		
1 Door Included: DOOR 1: Dark Acrylic		
Custom metal bracket for camera and modem Custom bracket for Coram Device (Device supplied by Smith County) 12V power supply Power distribution block Power relay switch 1 5G antennas TURCK CC001 9-foot power cord TURCK CC003 power receptacle Fan for improved ventilation Rittal condensation drain to restrict moisture inside concealment 2 Vents Swivel mounting bracket Ghost Tag Recovery Tracker Shipping container with custom fitted foam for secure transport		
Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.		
Quantity 5		Total \$43,750.00



SMITH COUNTY CORAM 3 WINDOW BOX

Price \$8,950.00

i-PRO WVS61302-Z4 Camera + XR60 5G Modem

Package Includes:

15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch.

i-PRO WVS61302-Z4 Camera

XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete

1 Door Included:

DOOR 1: Dark Acrylic

Side Windows: Dark Acrylic

Custom metal bracket for camera and modem

Custom bracket for Coram Device (Device supplied by Smith County)

12V power supply

Power distribution block

Power relay switch

1 5G antennas

TURCK CC001 9-foot power cord

TURCK CC003 power receptacle

Fan for improved ventilation

Rittal condensation drain to restrict moisture inside concealment

2 Vents

Swivel mounting bracket

Ghost Tag Recovery Tracker

Shipping container with custom fitted foam for secure transport

Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.

Quantity 5

Total \$44,750.00

TOTAL (PO/ACH/CHECK)

\$88,500.00

Total (PO / ACH / Check):

\$88,500.00

Total (Credit Card – 3% fee)

\$91,155.00

COWBOY CONCEALMENTS

[REDACTED]
[REDACTED]

Tax exemption document will be required to waive sales tax.



A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2926

QUOTE EXPIRATION DATE:

September 20, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

PARTS: IRM-90-12ST	Price \$35.00
Quantity 10	Total \$350.00

TOTAL (PO/ACH/CHECK) \$350.00

Total (PO / ACH / Check):	\$350.00
Total (Credit Card – 3% fee)	\$360.50

COWBOY CONCEALMENTS

[Redacted]
[Redacted]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2927

QUOTE EXPIRATION DATE:

September 20, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

PARTS: GAT-50v30w

Quantity 10

Price \$24.50

Total \$245.00

PARTS: GPOE-48v10w

Quantity 10

Price \$15.50

Total \$155.00

TOTAL (PO/ACH/CHECK)

\$400.00

Total (PO / ACH / Check):

\$400.00

Total (Credit Card – 3% fee)

\$412.00

COWBOY CONCEALMENTS

[REDACTED]

S [REDACTED]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2928

QUOTE EXPIRATION DATE:

September 20, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

SMITH COUNTY: SQUARE PEDESTAL CONCEALMENT (3 Window)		Price \$8,550.00
i-PRO WVS61302-Z4 Camera + XR60 5G Modem		
GREEN COLOR		
CONCEALMENT INCLUDES:		
PEDESTAL:		
10.5''' x 9.5''' x 38''' Pedestal enclosure		
(3) Dark Acrylic Windows (NO CAMERAFLAGE)		
i-PRO WVS61302-Z4 Camera		
XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete		
Custom metal bracket for camera and modem		
Custom bracket for Coram Device (Device supplied by Smith County)		
Ground stakes to secure concealment in the ground		
12V 80AH Lithium Battery + Charger		
Power distribution block		
TURCK CC016 Cord		
TURCK CC006 Cord		
1 5G antenna		
Ghost Tag Recovery Tracker		
Shipping container with custom fitted foam for secure transport		
POWER BOX:		
6" (H) x 4" (W) x 4"(H) Power Box		
Custom aluminum bracket for power supply		
12V power supply		
TURCK CC001 9-foot power cord		
TURCK CC003 power receptacle		
TURCK CC007 75-Foot power cord		
Pedestal is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.		
Quantity 2		Total \$17,100.00



SMITH COUNTY: SQUARE PEDESTAL CONCEALMENT (3 Window)

Price \$8,550.00

i-PRO WVS61302-Z4 Camera + XR60 5G Modem

BLACK COLOR

CONCEALMENT INCLUDES:

PEDESTAL:

10.5" x 9.5" x 38" Pedestal enclosure
(3) Dark Acrylic Windows (NO CAMERAFLAGE)
i-PRO WVS61302-Z4 Camera
XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete
Custom metal bracket for camera and modem
Custom bracket for Coram Device (Device supplied by Smith County)
Ground stakes to secure concealment in the ground
12V 80AH Lithium Battery + Charger
Power distribution block
TURCK CC016 Cord
TURCK CC006 Cord
1 5G antenna
Ghost Tag Recovery Tracker
Shipping container with custom fitted foam for secure transport

POWER BOX:

6" (H) x 4" (W) x 4" (H) Power Box
Custom aluminum bracket for power supply
12V power supply
TURCK CC001 9-foot power cord
TURCK CC003 power receptacle
TURCK CC007 75-Foot power cord

Pedestal is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.

Quantity 2

Total \$17,100.00

TOTAL (PO/ACH/CHECK)

\$34,200.00

Total (PO / ACH / Check):

\$34,200.00

Total (Credit Card – 3% fee)

\$35,226.00



COWBOY CONCEALMENTS

[REDACTED]

[REDACTED]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2929

QUOTE EXPIRATION DATE:

September 21, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

COWBOY DROP BOX: Deploy anywhere. Observe everything.

Price \$4,995.00

AXIS P1245 Mk II Modular Standard Camera + Microhard Modem

CONCEALMENT INCLUDES:

- (1) Aluminum Concealment (9 x 4.75 x 4.75)
- (1) Microhard LTE3-CAT12 Modem (ATT/VZW/FIRSTNET Certified)
- (1) AXIS P1245 Mk II Modular Standard Camera
- (1) 12V 6Ah Battery + Charger
- (1) Power Distribution Block
- (2) Mini 4G Antennas
- (1) 2.1 mm to Male Bullet 4 Inch Cable
- (1) AXIS F7301 Cable Black 1 m
- (1) AXIS TF1902-RE Mounting Bracket
- (1) AXIS F8211 Pinhole Trim Ring
- (1) AXIS T8415 Wireless Installation Tool
- (1) AXIS F8225 Pinhole Accessory
- (1) AXIS FA1125 Sensor Unit
- (1) AXIS F82A06 Angled Pinhole Mount
- (1) Kleenex Box
- (1) Ghost Tag Recovery Tracker
- (1) Pelican Case for long term storage and transportation **Wireless Installation Tool not included with the Pelican case. This item will ship separately. **

Quantity 2

Total \$9,990.00

COWBOY VMS CLOUD *ANNUAL*

Price \$1,250.00

CLOUD BASED VIDEO MANAGEMENT SYSTEM

Subscription Includes:

- (1) year Subscription to Cowboy VMS Cloud Platform
- License Plate Recognition (LPR) **INCLUDED**
- AI Analytics Detection (Person Detection/ Vehicle Detection/ Object Detection)
- 30 Days of Cloud Video Storage
- Remotely Review Live & Recorded Video Footage
- Create, Download, and Archive Video Clips. Archived Clips Retained Indefinitely.
- Pan / Tilt / Zoom (PTZ) Camera Control
- Remote Access via Desktop Browser & Mobile Application
- Compatible With Most Major Camera Manufacturers Allowing Agencies to Utilize Existing Camera Infrastructure (i-PRO/Canon/AXIS)

Quantity 2

Total \$2,500.00



TOTAL (PO/ACH/CHECK)

\$12,490.00

Total (PO / ACH / Check):

\$12,490.00

Total (Credit Card – 3% fee)

\$12,864.70

COWBOY CONCEALMENTS

E [REDACTED]

S [REDACTED]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2948

QUOTE EXPIRATION DATE:

October 6, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

SMITH COUNTY: CREE STREETLIGHT + CORAM BOX		Price \$7,150.00
AXIS M5075-G PTZ Camera + XR60 5G Modem		
STREETLIGHT:		
Cree Streetlight		
AXIS M5075-G PTZ Camera		
Camera Bracket		
CORAM BOX:		
15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch.		
Solid Door		
XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete		
Custom metal bracket for modem		
Custom bracket for Coram Device (Device supplied by Smith County)		
12V power supply IRM-90		
Power distribution block		
Power relay switch		
WJPU201 POE Injector		
1 5G antennas		
TURCK CC001 9-foot power cord		
TURCK CC003 power receptacle		
Fan for improved ventilation		
Rittal condensation drain to restrict moisture inside concealment		
2 Vents		
Swivel mounting bracket		
Ghost Tag Recovery Tracker		
(1) 3 PIN ADD A TAP DEVICE		
Shipping container with custom fitted foam for secure transport		
Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.		
Quantity 2		Total \$14,300.00



SMITH COUNTY: AMERICAN ELECTRIC STREETLIGHT + CORAM BOX

Price \$7,250.00

AXIS M5075-G PTZ Camera + XR60 5G Modem

STREETLIGHT:

American Electric Streetlight
AXIS M5075-G PTZ Camera
Camera Bracket

CORAM BOX:

15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch.
Solid Door
XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete
Custom metal bracket for modem
Custom bracket for Coram Device (Device supplied by Smith County)
12V power supply IRM-90
Power distribution block
Power relay switch
WJPU201 POE Injector
1 5G antennas
TURCK CC001 9-foot power cord
TURCK CC003 power receptacle
Fan for improved ventilation
Rittal condensation drain to restrict moisture inside concealment
2 Vents
Swivel mounting bracket
Ghost Tag Recovery Tracker
(1) 3 PIN ADD A TAP DEVICE
Shipping container with custom fitted foam for secure transport

Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.

Quantity 2

Total \$14,500.00



SMITH COUNTY: WIFI BOX + CORAM BOX

Price \$7,400.00

AXIS M5075-G PTZ Camera + XR60 5G Modem

BOX:

WIFI Box

AXIS M5075-G PTZ Camera

Camera Bracket

CORAM BOX:

15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch.

Solid Door

XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete

Custom metal bracket for modem

Custom bracket for Coram Device (Device supplied by Smith County)

12V power supply IRM-90

Power distribution block

Power relay switch

WJPU201 POE Injector

1 5G antennas

TURCK CC001 9-foot power cord

TURCK CC003 power receptacle

Fan for improved ventilation

Rittal condensation drain to restrict moisture inside concealment

2 Vents

Swivel mounting bracket

Ghost Tag Recovery Tracker

(1) 3 PIN ADD A TAP DEVICE

Shipping container with custom fitted foam for secure transport

Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.

Quantity 2

Total \$14,800.00



SMITH COUNTY: COBRA HEAD STREETLIGHT + CORAM BOX

Price \$7,150.00

AXIS M5075-G PTZ Camera + XR60 5G Modem

STREETLIGHT:

Cobra Head Streetlight
AXIS M5075-G PTZ Camera
Camera Bracket

CORAM BOX:

15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch.
Solid Door
XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete
Custom metal bracket for modem
Custom bracket for Coram Device (Device supplied by Smith County)
12V power supply IRM-90
Power distribution block
Power relay switch
WJPU201 POE Injector
1 5G antennas
TURCK CC001 9-foot power cord
TURCK CC003 power receptacle
Fan for improved ventilation
Rittal condensation drain to restrict moisture inside concealment
2 Vents
Swivel mounting bracket
Ghost Tag Recovery Tracker
(1) 3 PIN ADD A TAP DEVICE
Shipping container with custom fitted foam for secure transport

Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.

Quantity 2

Total \$14,300.00



SMITH COUNTY: FIBER OPTIC BOX + CORAM BOX

Price \$8,050.00

WV-S61301-Z2 Camera + XR60 5G Modem

BOX:

16" (H) x 8.7" (W) x 5.75 (D) Yellow Jacket Fiber Optic Aerial Terminal box

WV-S61301-Z2 Camera

Camera Bracket

CORAM BOX:

15" (H) x 8" (W) x 8" (D) Aluminum hinged enclosure with a stainless-steel locking latch.

Solid Door

XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete

Custom metal bracket for modem

Custom bracket for Coram Device (Device supplied by Smith County)

12V power supply IRM-90

Power distribution block

Power relay switch

WJPU201 POE Injector

1 5G antennas

TURCK CC001 9-foot power cord

TURCK CC003 power receptacle

Fan for improved ventilation

Rittal condensation drain to restrict moisture inside concealment

2 Vents

Swivel mounting bracket

Ghost Tag Recovery Tracker

(1) 3 PIN ADD A TAP DEVICE

Shipping container with custom fitted foam for secure transport

Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.

Quantity 2

Total \$16,100.00

Black Cat6 Cable 1000 Feet (1 BOX)

Price \$300.00

Quantity 1

Total \$300.00

TOTAL (PO/ACH/CHECK)

\$74,300.00

Total (PO / ACH / Check):

\$74,300.00

Total (Credit Card – 3% fee)

\$76,529.00



COWBOY CONCEALMENTS

[REDACTED]

[REDACTED]

Tax exemption document will be required to waive sales tax.

A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

QUOTE:

2949

QUOTE EXPIRATION DATE:

October 6, 2026

PREPARED FOR:

Smith County District Attorney's Office :

Financial Crimes

PREPARED BY:

Kim Koyle





Cowboy Quote

SMITH COUNTY: DROP BOX		Price \$7,250.00
DROP BOX ENCLOSURE		
• Pelican protective case with custom CNC-cut foam inserts • Internal mounting panels • XR60, 5G Router, Global, Dual Ethernet, includes 5-year AirLink Complete • (2) 5G Antennas (1 Internal/1 External) • STRIDE industrial unmanaged PoE+ switch SE3-SWP2A5U-T • TURCK CC001 9-foot power cord • TURCK CC003 power receptacle • Anderson power connectors • 12V power supply IRM-90 • Power relay switch • Power Distribution Block • Fan for improved ventilation • Ghost Tag Recovery Tracker		
Box is specifically designed for Smith County Hardware (Coram) and a sole source letter will be supplied upon request.		
Quantity 10		Total \$72,500.00
WV-S61302-Z4 CAMERA		Price \$2,850.00
Quantity 20		Total \$57,000.00

TOTAL (PO/ACH/CHECK) \$129,500.00

Total (PO / ACH / Check):	\$129,500.00
Total (Credit Card – 3% fee)	\$133,385.00

COWBOY CONCEALMENTS

[Redacted]
[Redacted]

Tax exemption document will be required to waive sales tax.



A service charge of 3% will be applied to all credit card transactions. For your convenience, customers may avoid this extra fee by paying via check

Quote Number	Description of Product	Quantity	Total Cost of Product		Total Cost of Each Quote
2948	Cree Streetlight + Coram Box \$7,150.00 each	2	\$14,300.00		\$74,300.00
	American Electric Streetlight + Coram Box \$7,250.00	2	\$14,500.00		
	Wifi Box + Coram Box \$7,400.00	2	\$14,800.00		
	Cobra Head Streetlight + Coram Box \$7,150.00	2	\$14,300.00		
	Fiber Optic Box + Coram Box \$8,050.00	2	\$16,100.00		
	Black Cat6 Cable 1000 feet	1	\$300.00		
2928	Square Pedestal Concealment (3 Window) \$8,550.00 Green color	2	\$17,100.00		\$34,200.00
	Square Pedestal Concealment (3 Window) \$8,550.00 Blackcolor	2	\$17,100.00		
2929	Axis P1245 MK II Modular Stand. Camera +Microhard Modem	2	\$9,990.00		
	Cloud based video management system \$1250.00	2	\$2,500.00		\$12,490.00
2949	Drop Box Enclosure \$7,250.00	10	\$72,500.00		
	WV-S61302-Z4 Camera \$2850.00	20	\$57,000.00		\$129,500.00
2919	Coran 1 Windo Box i-pro WVS61302-Z4 Camera+- XR60 5G Modem	5	\$43,750.00		\$88,500.00
	Coram 3 Window Box \$8,950.00	5	\$44,750.00		
2917	Axis T8415 Wireless Installation Tool	2	\$1,240.00		\$8,850.00
	Axis F8225 Pinhole Accessory	5	\$180.00		
	Axis FA1125 Sensor Unit	5	\$750.00		
	Axis F82A06 Angled Pinhole Mount	10	\$280.00		
	Axis TF1902RE Mounting Bracket	4	\$40.00		
	Axis F8211 Pinhole Trim Ring	1	\$55.00		
	Axis F7301 Cable Black 1 m	10	\$280.00		
	Axis P1245 Mk ii Modular Standard Camera	5	\$1,975.00		
	Axis P1265 Mk ii Modular Pinhole Camera	10	\$4,050.00		
2918	XR60 5G router, global dual ethernet wifi 5 year airlink complete	5	\$6,625.00		\$6,625.00
2927	GAT-50v30w \$24.50	10	\$245.00		\$400.00
	GPOE-48v10w \$15.50	10	\$155.00		
2926	IRM-90-12ST \$35.00	10	\$350.00		\$350.00
					\$355,215.00
	Total Amount Combined				

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: AUGUST 7, 2026	Submitted by: FRANK DAVIS
Meeting Date: AUGUST 18, 2026	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Road Improvements - Acceptance of Project	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to accept the completion of the construction contract for RB-04-25, Roadway Improvements to CR 1143 & CR 1145, with an underrun amount of \$8,901.20, authorize the County Judge to execute the Reconciliation Change Order, and authorize final payment to Texana Land & Asphalt, Inc.	
Background: The Road and Bridge Department is requesting The Commissioners Court to accept the completion of RB-04-25, Roadway Improvements to CR 1143 (US 64 to CR 1125) & CR 1145 (CR 1143 to Pleasant Hollow Drive), as performed by Texana Land & Asphalt, Inc. The contract was awarded in the bid amount of \$1,378,257.00. The final construction cost is in the amount of \$1,369,355.80, resulting in an underrun of \$8,901.20. Paving improvements were made to a total of 3.352 miles of county roadways.	
Financial and Operational Impact: Underrun amount of awarded contract is \$8,901.20	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Frank Davis	Email: fdavis@smith-county.com
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

RECONCILIATION CHANGE ORDER

PROJECT NAME: ROADWAY IMPROVEMENTS TO CR 1143 & CR 1145
 CONTRACTOR: TEXANA LAND & ASPHALT
 ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
 PHONE NO.: 903-243-3408

DATE: 7-Aug-26
 PROJECT: RB-04-26

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
100	PREPARING ROW (ROAD EDGES)	STA	97.00	97.00	0.00	\$ 18.00	\$ -
134	BACKFILL PVMT EDGE (TY A)	STA	97.00	97.00	0.00	\$ 65.00	\$ -
150	BLADING FOR DITCH MAINTENANCE	HR	20.00		(20.00)	\$ 85.00	\$ (1,700.00)
251	RWK BASE MATL (TY D) (ORD COMP) (10 IN)	SY	28,300.00	28,300.00	0.00	\$ 1.15	\$ -
275-A	CEMENT (APPROX 20 LBS/SY)	TON	335.00	338.01	3.01	\$ 230.00	\$ 692.30
275-B	CEMENT TREAT (EXIST MATL) (10 IN)	SY	28,300.00	28,300.00	0.00	\$ 2.45	\$ -
310	PRIME COAT (MC-30)	GAL	5,100.00		(5,100.00)	\$ 0.01	\$ (51.00)
340	HMAC, TYPE "D" (SURF) (2")	TON	4,700.00	4,258.95	(441.05)	\$ 127.00	\$ (56,013.35)
502	BARRICADES, SIGNS & TRAFFIC HANDLING	WK	8.00	8.00	0.00	\$ 250.00	\$ -
560	MAILBOX - TEMP RELOCATE & REINSTALL	EA	5.00		(5.00)	\$ 10.00	\$ (50.00)
662	WK ZN PAV MRK REMOV (Y)(4")(BRK)	LF	1,940.00		(1,940.00)	\$ 0.70	\$ (1,358.00)
666-A	REFL PAV MRK TY I (Y) 6" (SLD) (90MIL)	LF	19,400.00	19,832.00	432.00	\$ 0.70	\$ 302.40
666-B	REFL PAV MRK TY I (W) 6" (SLD) (90MIL)	LF	19,400.00	20,049.00	649.00	\$ 0.70	\$ 454.30
666-C	REFL PAV MRK TY I (W) 24" (SLD) (90MIL)	LF	120.00	152.00	32.00	\$ 8.00	\$ 256.00
672	REFL PAV MRKR TY II-A-A	EA	985.00	540.00	(445.00)	\$ 6.00	\$ (2,670.00)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 10,000.00	\$ (10,000.00)
SUB-TOTAL: CR 1143 ROADWAY IMPROVEMENTS							\$ (70,137.35)

CR 1145 - ROADWAY IMPROVEMENTS

100	PREPARE RIGHT-OF-WAY	STA	59.00	59.00	0.00	\$ 10.00	\$ -
134	BACKFILL PVMT EDGE (TY A)	STA	59.00	59.00	0.00	\$ 100.00	\$ -
150	BLADING FOR DITCH MAINTENANCE	HR	20.00	0.00	(20.00)	\$ 85.00	\$ (1,700.00)
251	RWK BASE MATL (TY D) (ORD COMP) (8 IN)	SY	15,230.00	15,230.00	0.00	\$ 1.40	\$ -
275-A	CEMENT (APPROX 16 LBS/SY)	TON	180.00	174.31	(5.69)	\$ 230.00	\$ (1,308.70)
275-B	CEMENT TREAT (EXIST MATL) (8 IN)	SY	15,230.00	15,230.00	0.00	\$ 2.50	\$ -
310	PRIME COAT (MC-30)	GAL	2,800.00		(2,800.00)	\$ 0.01	\$ (28.00)
340	HMAC, TYPE "D" (SURF) (2")	TON	1,680.00	1,679.67	(0.33)	\$ 130.00	\$ (42.90)
502	BARRICADES, SIGNS & TRAFFIC HANDLING	WK	6.00	6.00	0.00	\$ 250.00	\$ -
560	MAILBOX - TEMP RELOCATE & REINSTALL	EA	5.00		(5.00)	\$ 10.00	\$ (50.00)
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 5,000.00	\$ (5,000.00)
SUB-TOTAL: CR 1145 ROADWAY IMPROVEMENTS							\$ (8,129.60)

RECONCILIATION CHANGE ORDER

PROJECT NAME: ROADWAY IMPROVEMENTS TO CR 1143 & CR 1145
 CONTRACTOR: TEXANA LAND & ASPHALT
 ADDRESS: 5848 CR 1100, SULPHUR SPRINGS, TX 75482
 PHONE NO.: 903-243-3408

DATE: 7-Aug-26
 PROJECT: RB-04-26

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	COMPLETE TO DATE	OVERRUN/ (UNDERRUN)	UNIT PRICE	INCREASE/ (DECREASE)
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CR 1143 SPUR ROADWAY IMPROVEMENTS

100	PREPARE RIGHT-OF-WAY	STA	21.00	21.00	0.00	\$ 14.00	\$ -
134	BACKFILL PVMT EDGE (TY A)	STA	21.00	21.00	0.00	\$ 92.00	\$ -
251	RWK BASE MATL (TY D) (ORD COMP) (8 IN)	SY	6,070.00	6,070.00	0.00	\$ 1.75	\$ -
275-A	CEMENT (APPROX 16 LBS/SY)	TON	72.00	75.89	3.89	\$ 230.00	\$ 894.70
275-B	CEMENT TREAT (EXIST MATL) (8 IN)	SY	6,070.00	6,070.00	0.00	\$ 3.25	\$ -
310	PRIME COAT (MC-30)	GAL	1,100.00	0.00	(1,100.00)	\$ 0.01	\$ (11.00)
340-A	D-GR HMA TY-C (SURF) (2 IN)	TON	145.00	704.95	559.95	\$ 135.00	\$ 75,593.25
340-B	D-GR HMA TY-B (BASE) (4 IN)	TON	1,050.00	1,033.76	(16.24)	\$ 130.00	\$ (2,111.20)
502	BARRICADES, SIGNS & TRAFFIC HANDLING	WK	4.00	4.00	0.00	\$ 250.00	\$ -
8000	ALLOWANCE FOR UNKNOWN CONDITIONS	LS	1.00		(1.00)	\$ 5,000.00	\$ (5,000.00)
SUB-TOTAL: CR 1143 SPUR ROADWAY IMPROVEMENTS							\$ 69,365.75

Original Contract Total	\$1,378,257.00
Amount of Approved Change Orders	\$0.00
Adjusted Contract Amount	\$1,378,257.00
Increase/Decrease Amount in Original Contract Quantities	\$ (8,901.20)
Increase/Decrease Amount of Approved Change Orders	\$0.00
Materials on Hand	\$0.00
TOTAL AMOUNT THIS CHANGE ORDER	(\$8,901.20)

FINAL CONTRACT TOTAL **\$1,369,355.80**

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

**RECOMMENDED
FOR APPROVAL:**

County Engineer Date

ACCEPTED:

Contractor Date

ACCEPTED:

County Judge Date

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

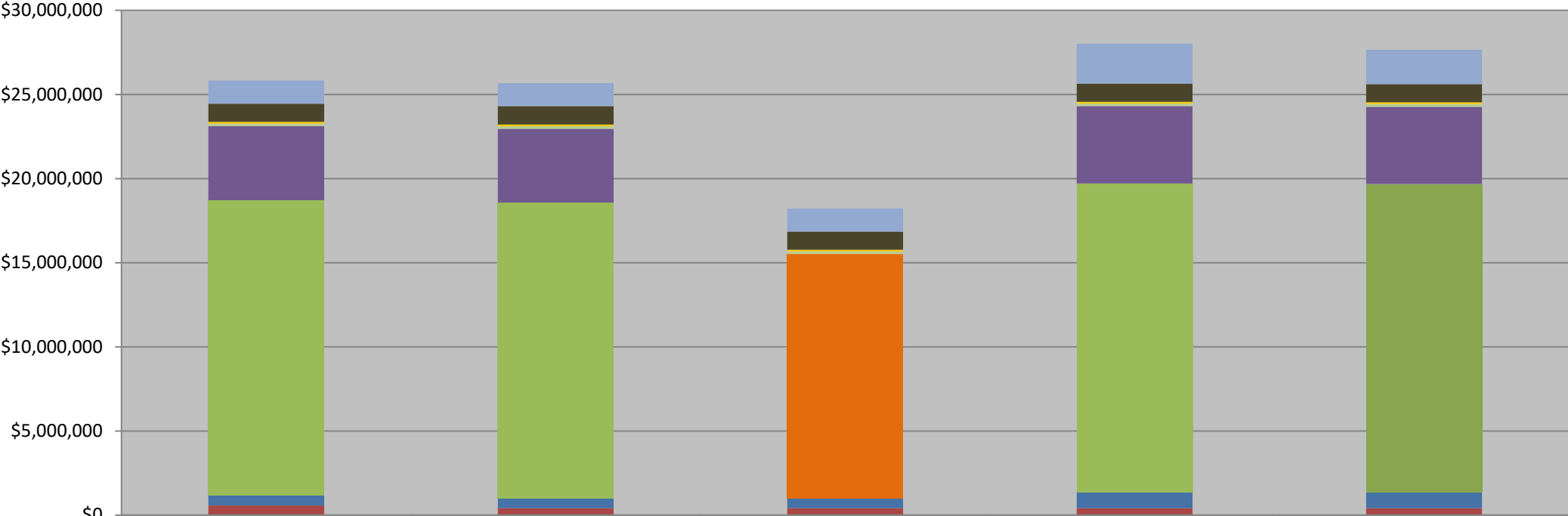
Submission Date: 8/11/26	Submitted by: E. Corona
Meeting Date: 8/18/26	Department: HR
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Stop Loss Renewal	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action regarding the Smith County Health Plan, to authorize renewal of stop loss to AMWINS and authorize the county judge to sign all related documentation.	
Background: See attachments and follow up email.	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____

Smith County
Stop Loss
\$300,000 spec / \$100,000 agg spec



	ORIGINAL THP 2025 RENEWAL PRIOR TO DISCOUNT-The Health Plan AMWINS	CURRENT-The Health Plan AMWINS	Actual 2025 Annualized	RENEWAL-The Health Plan AMWINS	RENEWAL- FIRM-The Health Plan AMWINS
TOTAL	\$25,828,055	\$25,672,001	\$18,222,128	\$28,016,423	\$27,656,890
■ LASER LIABILITY	\$1,375,000	\$1,375,000	\$1,375,000	\$2,375,000	\$2,050,000
■ DENTAL CLAIMS ANNUALIZED	\$1,079,156	\$1,079,156	\$1,079,156	\$1,079,156	\$1,079,156
■ AGGREGATING SPECIFIC	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
■ FULLY INSURED TRANSPLANT CARVEOUT	\$162,941	\$162,941	\$162,941	\$162,941	\$162,941
■ AGGREGATE CLAIM CORRIDOR	\$4,390,351	\$4,390,351		\$4,588,158	\$4,581,274
■ EXPECTED ANNUAL CLAIM COST	\$17,561,405	\$17,561,405	\$14,501,884	\$18,352,632	\$18,325,095
■ REINSURANCE COSTS	\$592,047	\$592,047	\$592,047	\$946,946	\$946,833
■ ADMINISTRATION COST	\$567,155	\$411,101	\$411,101	\$411,591	\$411,591

cmst



Census information for Fixed Cost

Single
Family
Estimated Belly Buttons
Total

MEDICAL
612
323
1595
935

DENTAL

1043

FSA

44

Self-Funded

SMITH COUNTY / 10.1.2026	ORIGINAL THP 2025 RENEWAL PRIOR TO DISCOUNT	CURRENT	RENEWAL	RENEWAL- FIRM
CLAIMS ADMINISTRATOR (TPA)	The Health Plan	The Health Plan	The Health Plan	The Health Plan
STOP LOSS CARRIER	AMWINS	AMWINS	AMWINS	AMWINS
PPO NETWORK	HST w/ Healthsmart Doc	HST w/ Healthsmart Doc	HST w/ Healthsmart Doc	HST w/ Healthsmart Doc
TRANSPLANT CARRIER	TMHCC	TMHCC	TMHCC	TMHCC
PBM ADMINISTRATOR	OptumRX	OptumRX	OptumRX	OptumRX
RETIREE COVERAGE INCLUDED?	Yes	Yes	Yes	Yes
REINSURANCE COVERAGE				
SPECIFIC DEDUCTIBLE/PERSON	\$300,000 Spec \$100,000 Agg Spec	\$300,000 Spec \$100,000 Agg Spec	\$300,000 Spec \$100,000 Agg Spec	\$300,000 Spec \$100,000 Agg Spec
CONTRACT BASIS	24/12	24/12	36/12	36/12
LIFETIME MAXIMUM BENEFIT/PERSON	Unlimited Annual	Unlimited Annual	Unlimited Annual	Unlimited Annual
SPECIFIC COVERAGE	Unlimited LTM	Unlimited LTM	Unlimited LTM	Unlimited LTM
AGGREGATE COVERAGE	Medical & RX	Medical & RX	Medical & RX	Medical & RX
REINSURANCE COSTS				
SPECIFIC REINSURANCE PREMIUM (EE)	\$30.50	\$30.50	\$50.85	\$50.85
SPECIFIC REINSURANCE PREMIUM (EE+FAM)	\$72.61	\$72.61	\$125.21	\$125.21
AGGREGATE REINSURANCE PREMIUM	\$2.97	\$2.97	\$3.11	\$3.10
GeneTherapy PROGRAM	\$4.75	\$4.75	\$4.75	\$4.75
FULLY INSURED TRANSPLANT (EE)	\$9.61	\$9.61	\$9.61	\$9.61
FULLY INSURED TRANSPLANT (EE+FAM)	\$23.83	\$23.83	\$23.83	\$23.83
MONTHLY MEDICAL/RX AGGREGATE FACTOR (EE)	\$1,273.78	\$1,273.78	\$1,328.23	\$1,326.24
MONTHLY MEDICAL/RX AGGREGATE FACTOR (EE+FAM)	\$3,250.03	\$3,250.03	\$3,402.03	\$3,396.92
MONTHLY REINSURANCE PREMIUMS (FIXED)	\$62,916	\$62,916	\$92,491	\$92,481
ANNUAL FULLY INSURED TRANSPLANT PREMIUMS (FIXED)	\$162,941	\$162,941	\$162,941	\$162,941
ANNUAL REINSURANCE PREMIUMS EXCLUDING TRANSPLANT	\$592,047	\$592,047	\$946,946	\$946,833
MONTHLY AGGREGATE ATTACHMENT POINT (CLAIMS)	\$1,829,313	\$1,829,313	\$1,911,732	\$1,908,864
ANNUAL REINSURANCE COSTS (PREMIUM + CLAIMS)	\$22,706,744	\$22,706,744	\$24,050,676	\$24,016,143
ADMINISTRATION COSTS				
MEDICAL PLAN ADMINISTRATION	\$9.25	\$4.50	\$4.50	\$4.50
DENTAL PLAN ADMINISTRATION FEE	\$2.00	\$1.00	\$1.00	\$1.00
HSA ADMINISTRATION FEE	\$4.00	\$4.00	\$4.00	\$4.00
UTILIZATION REVIEW SERVICES	\$1.50	\$0.75	\$0.75	\$0.75
CASE MANAGEMENT	\$3.50	\$1.75	\$1.75	\$1.75
RX ADMINISTRATION - PBM (\$0 with OptumRX)	\$0.00	\$0.00	\$0.00	\$0.00
CAFETERIA MAINTENANCE FEE (PEPM)	\$4.95	\$4.95	\$4.95	\$4.95
STOP LOSS & PBM INTERACTION FEE	\$2.60	\$0.75	\$0.75	\$0.75
NO SURPRISES ACT - IDR ADMINISTRATION	\$3.00	\$1.50	\$1.50	\$1.50
NO SURPRISES ACT - TRANSPARENCY	\$1.00	\$0.50	\$0.50	\$0.50
PREFERRED PROVIDER NETWORK FEE	\$19.00	\$18.00	\$18.00	\$18.00
MONTHLY ADMINISTRATIVE FIXED COSTS	\$39,640	\$27,283	\$27,283	\$27,283
ADDITIONAL EXPENSES				
	HST is PEPM + 23% of Savings \$596,295 for 1.1.2025 - 12.31.2025)	HST is PEPM + 23% of Savings \$596,295 for 1.1.2025 - 12.31.2025)	HST is PEPM + 23% of Savings \$596,295 for 1.1.2025 - 12.31.2025)	HST is PEPM + 23% of Savings \$596,295 for 1.1.2025 - 12.31.2025)
COBRA/HIPAA ADMINISTRATION FEE	\$10,500	\$10,500	\$10,500	\$10,500
ESTIMATED PCORI FEE	\$5,535	\$5,535	\$6,125	\$6,125
HSA ADMINISTRATION-RENEWAL	\$100	\$100	\$0	\$0
CAFETERIA MAINTENANCE FEE-RENEWAL	\$250	\$250	\$250	\$250
TELEMEDICINE	\$75,096	\$67,320	\$67,320	\$67,320
ANNUAL ADDITIONAL EXPENSES	\$91,481	\$83,705	\$84,195	\$84,195
GROUP TOTALS				
ANNUAL REINSURANCE COST	\$754,988	\$754,988	\$1,109,886	\$1,109,774
ANNUAL ADMINISTRATION COST	\$567,155	\$411,101	\$411,591	\$411,591
ANNUAL FIXED COSTS	\$1,322,143	\$1,166,089	\$1,521,478	\$1,521,366
LASER	\$1,375,000	\$1,375,000	\$2,375,000	\$2,050,000
AGGREGATING SPECIFIC	\$100,000	\$100,000	\$100,000	\$100,000
DENTAL CLAIMS (ACUTAL THROUGH 8 MONTHS ANNUALIZED)	\$1,079,156	\$1,079,156	\$1,079,156	\$1,079,156
EXPECTED ANNUAL FIXED + CLAIM COST + LASER	\$21,437,704	\$21,281,650	\$23,428,265	\$23,075,616
MAXIMUM ANNUAL FIXED + CLAIM COST + LASER	\$25,828,055	\$25,672,001	\$28,016,423	\$27,656,890
PERCENTAGE CHANGE				
REINSURANCE COSTS		0.00%	47.01%	46.99%
ADMINISTRATION COSTS		-27.52%	0.12%	0.12%
FIXED RENEWAL COSTS (REINSURANCE + ADMINISTRATION)		-11.80%	30.48%	30.47%
EXPECTED RENEWAL COSTS (FIXED + EXPECTED CLAIMS)		-0.73%	10.09%	8.43%
MAXIMUM RENEWAL COSTS (FIXED + MAXIMUM CLAIMS)		-0.60%	9.13%	7.73%
Compensation: more info at https://www.brinsonbenefits.com/showmethemoney			NET	NET

Conditions

Firm to 8.7.2025
Laser #1: \$575,000
Laser #2: \$750,000 contingent
Laser #3: \$350,000 contingent
Laser #4: \$900,000 contingent

Laser #1: \$575,000
Laser #2: \$750,000
Laser #3: \$700,000 with contingent of \$1,200,000
\$1,200,000 total \$1,900,000
Laser #4: \$350,000 contingent

Firm through 7/30

NRM

brinson

CONFIDENTIAL & PROPRIETARY

11

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

Submission Date: 8/10/2026	Submitted by: Christina Haney
Meeting Date: 8/18/2026	Department: Purchasing
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Approve Interlocal with Jefferson County and Brazoria County	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve Interlocal Cooperative Purchasing Agreements between Smith County and the below counties in accordance with Texas Government Code, Chapter 791 (Interlocal Cooperation Act), and authorize the County Judge to sign all related documentation. a) Jefferson County b) Brazoria County	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF BRAZORIA AND _____**

This agreement is made this _____ day of _____ 20____ between _____ the County of Brazoria, Texas and _____.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the promises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract.

I.

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Each party will maintain a listing of Annual Contracts which are available for the other party's use. To utilize one or more of these contracts, each party must request authorization, in writing, to the other party. Upon receipt of request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting entity. Each party agrees that the other party shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the other party according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Each party agrees that all specifications for selected items shall be as determined by the other party.

III.

Each party agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill each party directly for all items purchased and each party shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

_____ (name), _____ (title), is hereby designated as the official representative to act for _____ in all matters relating to this agreement.

V.

L.M. "Matt" Sebesta Jr., County Judge, is hereby designated as the official representative to act for the County of Brazoria, Texas in all matters relating to this agreement.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

BRAZORIA COUNTY
237 E. Locust Street
Angleton, TX 77515

attn: _____

BY: _____
(Signature)

BY: _____
(Signature)

NAME: Judge L.M. "Matt" Sebesta Jr.
TITLE: County Judge

NAME: _____
TITLE: _____

DATE _____

DATE _____

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN COUNTY OF JEFFERSON AND SMITH COUNTY,
TEXAS**

THIS AGREEMENT shall become effective upon execution by both **Jefferson County**, and **SMITH COUNTY, Texas**; jointly referred to herein as "parties".

WHEREAS. the respective parties are authorized by the Interlocal Cooperation Act. V.T.C.A. Government Code. Chapter 791. to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act

WHEREAS. the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS. it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party:

NOW, THEREFORE. the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

I.

Purpose

The purpose of this Agreement is to authorize the parties' mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

II.

Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III. Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and on its own behalf.

Jefferson County Purchasing Agent is hereby designated as the official representative to act for **Jefferson County, Texas** in all matters relating to this agreement.

The Purchasing Department is hereby designated as the official representative to act for **SMITH COUNTY, Texas**, in all matters relating to this agreement.

IV. Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the bidding specifications and the successful bidder has accepted the terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or if by written consent and deemed advantageous then billed to both parties.

The parties agree to pay successful bidders or participating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it and shall not by the execution of this agreement assume any additional liability.

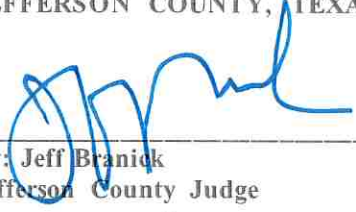
Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

JEFFERSON COUNTY, TEXAS

SMITH COUNTY, TEXAS


By: Jeff Branick
Jefferson County Judge

By: Neal Franklin
Smith County Judge

08/11/2026
Date Signed

Date Signed



ATTEST

DATE

Roxanne Acosta-Hellhus, County Clerk
8-11-2026
by: Harold J. Williams
Operations Manager

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 08/10/2026	Submitted by: Larry R. Smith
Meeting Date: 08/18/2026	Department: Sheriff's Office
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Department of Justice (DOJ) Grant Application	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the Sheriff's Office to participate in the Department of Justice, FY, 2026 Bridging Immigration Deficits Experienced Nationwide, and authorize the County Judge to sign all necessary documents.	
Background: The grant funding would support the expansion or modernization/targeted improvement of existing facilities, including the bolstering detention infrastructure through additional housing units, or renovation of the existing facilities for improvement to meet current detention standards.	
Financial and Operational Impact: None	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Larry Smith	Email: lsmith@smith-county.com
Name: Gary Pinkerton	Email: gpinkerton@smith-county.com
Name: Tim Jones	Email: tjones2@smith-county.com
Name:	Email:

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

DOJ FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide ("BIDEN") Program

Grants.gov Funding Opportunity Number: O-BJA-2026-172641

Application Deadlines in Eastern Time (ET):

- 1: Complete SF-424 and Submit in Grants.gov: **July 15, 2026, by 11:59 p.m. ET**
 - 2: Submit full application in JustGrants: **July 17, 2026, by 8:59 p.m. ET**
-



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1. BASIC INFORMATION

Purpose of the Funding

This is a notice of funding opportunity (NOFO) for the Department of Justice's (DOJ) FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program.

This program, authorized under the BIDEN Reimbursement Fund established by the One Big Beautiful Bill Act, Public Law 119-21, Title X, Subtitle A, Part II (codified at 34 U.S.C. § 61101), provides funding for grants to eligible States, State agencies, and units of local government and tribal governments, pursuant to their existing statutory authorities to support the seven statutory purposes outlined in 34 U.S.C. § 61101:

1. Locating and apprehending aliens who have committed a crime under federal, state, or local law, in addition to being unlawfully present in the United States (hereafter referred to as "criminal illegal aliens").
2. Collection and analysis of law enforcement investigative information within the United States to counter gang or other criminal activity.
3. Investigating and prosecuting (a) crimes committed by aliens within the United States; and (b) drug and human trafficking crimes committed within the United States.
4. Court operations related to the prosecution of (a) crimes committed by aliens; and (b) drug and human trafficking crimes.
5. Temporary criminal detention of aliens.
6. Transporting aliens described in paragraph (1) within the United States to locations related to the apprehension, detention, and prosecution of such aliens.
7. Vehicle maintenance, logistics, transportation, and other support provided to law enforcement agencies by a state agency to enhance the ability to locate and apprehend aliens who have committed crimes under federal, state, or local law, in addition to being unlawfully present in the United States.

Awards from this program should be used to support significant participation in and support of Homeland Security Task Force (HSTF) activities, and other DOJ efforts to combat gangs, cartels, and other violent crime.

This NOFO includes three funding categories:

Category 1: Hiring

- **Sworn and Non-Sworn Law Enforcement Personnel**—Funding can be used to hire or rehire full-time sworn career law enforcement officers/deputies and civilian/non-sworn personnel as outlined below:
 - Hire new full-time officers/deputies and full-time civilian/non-sworn personnel, including by filling existing officer/deputy vacancies that are no longer funded in your agency's budget.
 - Rehired full-time officers/deputies and full-time civilian/non-sworn personnel who have been laid off by any jurisdiction as a result of state, local, or Bureau

of Indian Affairs (BIA) budget reductions. The rehired officers/deputies must be rehired on or after the official award start date on the notice of award.

- Rehire full-time officers/deputies and full-time civilian/non-sworn personnel who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs.

Applicants may request funding for full-time officer/deputy salaries or a combination of officer and salaries of civilian/non-sworn. Funding will support salaries for up to three years of eligible positions to be expended within a five-year period of performance to accommodate time needed for recruitment and hiring.

- **Non-Law Enforcement Personnel**—Funding can be used for the hiring, retention, and training of critical personnel across the full continuum of criminal justice operations for the purposes cited above. Examples of personnel could include but need not be limited to the following: forensic, investigative, analytical; prosecution and legal support; corrections, detention, and custodial; and transportation, security, and operations logistics. Funding may not be used for co-responders, interpreters, or translators.

Category 2: Technology and Equipment—Funding can be used to purchase and support multi-year implementation, ongoing subscriptions, training, and maintenance of equipment and advanced technology to address critical resource gaps and enhance capacity to support criminal justice operations related to the purposes cited above.

Note: If you apply for and receive funding for Unmanned Aerial Systems (UAS), body-worn cameras, body armor, and/or NIBIN machines, you will be required to submit equipment-specific certifications and other documentation as a condition of your award.

Category 3: Construction of Temporary Detention Facilities for Criminal Illegal Aliens—Funding can be used for the following:

- **Major Construction Projects**—Funding would support large-scale projects, including building temporary detention facilities to house criminal illegal aliens awaiting prosecution, immigration proceedings, or transfer to federal custody.
- **Substantial Renovation/Expansion/Modernization**—Funding would support the expansion or modernization/targeted improvement of existing facilities, including bolstering detention infrastructure through addition of housing units, or renovation of existing facilities to meet current detention standards and significantly enhance capacity and operational functionality for temporary detention of aliens who have committed a crime in addition to being unlawfully present in the United States.

Please see [Appendix 2](#) for additional requirements and information for this category.

Note: For all categories, award structure and distribution details will be finalized following review of applications and assessment of anticipated needs giving rise to the

application for the purposes of this NOFO (as defined above), including operational challenges associated with criminal illegal alien activity, drug trafficking networks, human trafficking operations, and transnational criminal organizations. The Department anticipates making awards across all four categories with award sizes adjusted to jurisdictional need, population served, operational scope, and enforcement workload.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.076
Statutory Authority	Pub. L. No. 119-21, Sec. 100055 (codified at 34 U.S.C. § 61101)
Grants.gov Opportunity Number	O-BJA-2026-172641
Expected Total Amount of Funding	\$3 billion
Anticipated Number of Awards	TBD
Award Type(s)	Grant or Cooperative Agreement
Anticipated Award Amount	Award amounts will be determined following review of applications.
Expected Award Period(s)	36–60 months starting on August 1, 2026

Key Dates and Times

NOFO Release Date	This NOFO will be released in multiple rounds. Applications will be accepted on a rolling basis until funds are no longer available. See below for the dates when each round will be released and the deadlines for application submission. Rounds may be added. Round 1 Release Date: June 15, 2026 • Grants.gov Deadline: 11:59 p.m. ET on July 15, 2026 • JustGrants Deadline: 8:59 p.m. ET on July 17, 2026 Round 2 Release Date: July 20, 2026 • Grants.gov Deadline: 11:59 p.m. ET on August 19, 2026 • JustGrants Deadline: 8:59 p.m. ET on August 21, 2026 Round 3 Release Date: August 24, 2026 • Grants.gov Deadline: 11:59 p.m. ET on September 23, 2026 • JustGrants Deadline: 8:59 p.m. ET on September 24, 2026
SAM.gov Registration/Renewal	Recommend beginning the process as soon as possible.
Anticipated Notification Date	Awards will be made on a rolling basis.

2. ELIGIBILITY

Eligible applicants for this funding opportunity are limited to government entities described below that have direct responsibility for carrying out criminal justice functions, including the investigation, prosecution, detention, corrections, transportation, and associated support activities (see [Purpose of the Funding](#) above).

Applicants must also have established and fully participate in a 287(g) partnership, or commit to entering into and fully participating in one. In addition, applicants must be fully participating in either HSTF operations or other major DOJ enforcement efforts, or commit to entering into and fully participating in those efforts.

Eligible applicants include:

- **Government Entities**
 - State governments
 - County governments
 - City or township governments
 - Special district governments
 - Native American Tribal governments (federally recognized)
 - Native American Tribal governments (other than federally recognized)
- **Other**
 - State agencies with law enforcement responsibilities
 - Units of Local Government

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Other Units of Local Government: For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Additional Eligibility Factors

For sworn and non-sworn law enforcement personnel hiring, eligible applicants are limited to established and operational local, state, territorial, and tribal law enforcement agencies that have primary law enforcement authority for the jurisdiction served.¹

Certifications: You must submit the following certifications. See [Additional Application Components](#) for how to submit.

In order to request a federal grant award under this program, an applicant that is a State or local government entity must submit a certification (using only the template provided in Appendix 1, entitled "[Certification by the Chief Executive Officer \(or senior official\) of the Applicant Government](#)." Tribal government entities and educational organizations (e.g., public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

¹ Note: If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

Letter of Support: All applicants must also provide a letter of support from DOJ or an alternative federal HSTF member certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations.

Award Condition (Notice): Awards under this funding opportunity will include a condition (the specific terms of which will govern the award) related to the future reimbursement of the costs associated with federal law enforcement intervention or assistance provided to reduce crime or public disorder. The condition will, generally speaking, require an award recipient to fulfill any such future reimbursement obligation(s) incurred in accordance with its terms.

Limit on Number of Applications: You may submit only one application and apply to multiple funding categories.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 119-21, Sec. 100055 (codified at 34 U.S.C. § 61101)

Agency Funding Priorities

In order to advance public safety and help meet its mission, DOJ priorities include:

- (a) Directly supporting law enforcement operations (including immigration law enforcement operations);
- (b) Combatting violent crime;
- (c) Supporting services to American citizens;
- (d) Protecting American children; and
- (e) Supporting American victims of trafficking and sexual assault.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations

that—(1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Goals and Objectives of This Funding Opportunity

Goal: Increase capacity to carry out location, apprehension, detention, investigation, prosecution, and other enforcement activities related to criminal illegal aliens and drug and/or human trafficking perpetrators

- **Objective 1:** Increase hiring and retention of existing staff across investigations, prosecutions, courts, detention, corrections, and transportation supporting criminal illegal alien-related and drug and/or human trafficking operations.
- **Objective 2:** Increase investigations and prosecutions of crimes by individuals unlawfully present and drug/human trafficking cases.
- **Objective 3:** Increase apprehensions by program-funded personnel.
- **Objective 4:** Increase law enforcement agencies' operational capabilities by providing equipment and technology that directly supports efforts to identify, locate, apprehend, investigate, detain, and transport criminal illegal aliens, drug trafficking suspects, human trafficking perpetrators
- **Objective 5:** Increase temporary detention capacity in connection with enforcement actions.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Read the [Post-Award Requirements](#) and [Administration](#) section for more information. Recipients will receive further guidance on post-award deliverables dependent on categories of funding awarded.

Performance Reports

OJP requires recipients to submit regular performance reports that demonstrate progress toward achieving [Program Goals and Objectives](#). Read information on [performance reporting](#). Recipients will receive further guidance on post-award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

OJP will only consider applications that contain all required parts, which are marked ***Required*** below. Refer to the [DOJ Grant Application Submission Checklist](#) for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 *Required*	Online Form
Step 2: JustGrants	
Standard Applicant Information *Required*	Online Form
Proposal Abstract	Text Box
Data Requested With Application Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)	Online Form
Proposal Narrative *Required*	Attachment
Budget *Required*	Online Form
Other Budget/Financial Attachments - Indirect Cost Rate Agreement (if applicable) - Consultant Rate (if applicable) - Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable)	Attachment
Memorandum of Understanding (if applicable)	Attachment

Additional Application Components	Attachment
• Certification by the Chief Executive Officer (or senior official) of the Applicant Government <i>*applicant state or local government entities only*</i> *Required* • Letter of support from DOJ or an alternative federal HSTF member certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations. *Required* • Current organizational chart for all jurisdiction entities proposed to receive funding through this project (e.g., police department, sheriff's office, courts, jails, etc.) • Tribal Authorizing Resolution (if applicable)	

In addition to the items marked ***Required*** in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

Standard Applicant Information ***Required***

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a [proposal abstract](#).

Data Requested with Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this [questionnaire](#).

Proposal Narrative *Required*

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font
- Have no less than 1-inch margins
- Have numbered pages
- Not to exceed 20 pages.

Sections of the Proposal Narrative

The Proposal Narrative must include the four sections listed below. In each section, applicants must address the following.

1. Description of the Need (5% of application score): What critical issue or problem do you propose to address with this funding request? This section should describe the current conditions and challenges your jurisdiction is facing related to criminal justice operations, such as enforcement, investigations, prosecutions, drug and/or human trafficking associated with the "Purposes of the Funding", and describe the hiring and retention, equipment and technology, and/or transportation and detention resources needed to support those operations. Applicants should address the following:

Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project activities.
- Supporting information, data, or evidence to demonstrate the needs' existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.

DOJ recognizes that jurisdictions vary widely in size, structure, and capacity. Applicants should describe their circumstances clearly and candidly, even where data may be limited.

2. Project Goals and Objectives (15% of application score): How will the proposed project activities address the need identified and address the purpose of the NOFO? Describe what the applicant intends to accomplish, including specific outcomes that will be achieved in support of the investigation and prosecution of fraud and other crimes committed by aliens and in support of the seven statutory purposes outlined in 34 U.S.C. § 61101. Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish).

- Project objectives (objectives are specific outcomes you plan to achieve through project activities).
- How your project goals and objectives relate to the goals and objectives of the funding opportunity.

3. Project Design and Implementation (35% of application score): How will you implement project activities that meet the goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.
- How you will deliver or complete those activities.
- When the activities will take place.
- What deliverables will be produced as part of the project.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.
- How will your jurisdiction advance its established 287(g) partnership, HSTF operations, or other DOJ activities through this award?
- What challenges do you anticipate in implementing project activities, and how do you plan to address them?

4. Capabilities and Competencies (30% of application score): What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project activities and meet the post-award requirements, if funded. Describe your organization's capacity to manage federal funding, including fiscal, administration, and programmatic oversight.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project. A summary of the relevant experience, qualifications, and roles of key personnel who will implement or oversee the project, and any other personnel with significant responsibility for project execution.

Budget (15% of application score) *Required*

Use the Budget Detail Worksheet (Web-Based Form) to submit the budget. Read information on [budget preparation](#) and [JustGrants Application Submission Training](#).

- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).

- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.²

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about [indirect costs](#).
- **Consultant Rate (if applicable):** Read information on [limits to consultant rates](#) and whether you need to request approval to exceed those limits.

Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable): Read information on this [limitation](#) and to determine whether you need to submit a waiver.

<https://www.ojp.gov/funding/apply/ojp-grant-application-resource-guide>

Memorandum of Understanding (MOU) and Supporting Documents

Attach a Memorandum of Understanding (MOU) or letter of intent between the applicant and each of the project partner(s). Read information on what to include in an [MOU/letter of intent](#).

MOUs should be submitted as one separate attachment to the application. Unsigned draft MOUs may be submitted with the application, but you should describe in a cover page to the attachment why they are unsigned.

Additional Application Components

Attach these in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a [Tribal Authorizing Resolution](#).
- **Additional Application Component Name:**
 - 1373 Certification signed by the Chief Executive Officer (or senior official) of the Applicant Government **applicant state or local government entities only** ***Required***
 - Letter of support from DOJ or an alternative federal HSTF member certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations. ***Required***
 - Current organizational chart for all jurisdiction entities proposed to receive funding through this project (e.g., police department, sheriff's office, courts, jails)

² See 2 C.F.R. Part 200, Subpart E and the [DOJ Grants Financial Guide](#). Read information on [unallowable costs](#) that apply to all funding opportunities.

Disclosures and Assurances

Read the [disclosures and assurances](#) and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The [DOJ Grant Application Submission Checklist](#) provides instructions for how to submit your application by the [deadlines](#). [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the [Application Resource Guide](#) for details. Read OJP's policy for applicants to [request late submission](#) due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

The [Application Resource Guide](#) explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the [Application Contents List](#) for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The [Proposal Narrative](#) and [Budget](#) sections of this NOFO indicates the weight of peer review criteria.

7. AWARD NOTICES

Read about the [award notification](#) process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the [Application Resource Guide](#) for more information about standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

APPENDIX 1—CERTIFICATION

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Date of Certification

Printed Name of Chief Executive Officer (or senior official)

Title of Chief Executive Officer (or senior official)

Name of Applicant Government Entity

APPENDIX 2—CATEGORY 3 ADDITIONAL INFORMATION

Key Program Requirements

All applicants must address the following requirements in their program narrative:

- **Legal Authority:** Demonstrate legal authority to undertake construction or renovation projects within their jurisdiction.
- **Site Control:** Provide documentation of site control through ownership or long-term lease agreement for proposed construction locations.
- **Code Compliance:** Ensure compliance with all applicable federal, state, and local building codes and regulations.
- **Construction Capacity:** Demonstrate organizational capacity to complete construction or renovation within the 60-month project period.
- **Facility Purpose:** Ensure that constructed or renovated facilities directly support one or more of the seven statutory purposes under 34 U.S.C. § 61101, including investigating and prosecuting drug trafficking offenses committed in the United States and investigating and prosecuting human trafficking offenses committed in the United States.
- **Operational Sustainability:** Demonstrate local capacity to operate and maintain facilities beyond the grant period.
- **Detention Capacity:** For applications proposing detention facility construction or expansion, specify how many new beds will be added.

Potential Environmental Impact

The National Environmental Policy Act (NEPA) of 1969 (Public Law No. 90-190, as amended; 42 U.S.C. § 4371, et seq.) established a national policy to promote the protection and enhancement of the environment. Any BJA grant recipient with a project involving construction, expansion, renovation, facility planning, site selection, site preparation, and security or facility upgrades must be in compliance with the NEPA requirements during the initiation of the project as part of its planning, site selection, and site preparation. The BJA grant recipient must assist BJA in completing the NEPA process prior to actual construction, expansion, renovation, or remodeling (including security upgrades).

Depending on a review of the project after an award is made, grant recipients may be asked to provide additional information, so BJA can determine if the project may be excluded from further NEPA review. Depending on the particular project, an environmental assessment (EA) may need to be conducted, to assess the environmental impacts of the proposed project/action. If an EA is required, BJA will provide this service free of charge. Applicants do not need to allocate funding for this process in their grant applications.

For more information regarding NEPA, please visit <https://bjaojp.gov/national-environmental-policy-act-nepa-guidance>.

Build America, Buy America Requirements

Pursuant to the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52), certain qualifying infrastructure projects may be subject to additional procurement requirements.

Project Insurance

Construction and major renovation projects create unique insurance challenges, and property owners need to understand the obligations and responsibilities they assume when contracting with their preferred builders or contractors. It is best to consult with an experienced independent insurance agent to assess the scope of a construction project and determine which policy is best suited to protect the owner's interests. BJA will require proof of project insurance prior to releasing funds to commence the construction/renovation/expansion project.

Lease Agreements

If the awardee opts to enter into a lease agreement once the project is complete, the awardee must ensure that the federal interest(s) described in 2 C.F.R. 200.311 (Real property) are protected by the lease terms. These terms must ensure that the building will be used for the originally authorized purpose as long as needed by the awardee for that purpose, during which time the awardee must not dispose of or encumber its title or other interests. The terms also must protect the federal interest upon disposition of the property (i.e., disposition of the building is no longer needed by the awardee for an authorized purpose) by preserving the reasonable depreciated value of the building in order to compensate the federal awarding agency or otherwise preserve title to the building to be able to transfer title to the federal awarding agency.

When real property is no longer needed for the originally authorized purpose, the nonfederal entity must obtain disposition instructions from the federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives to ensure that the federal interest is protected under 2 C.F.R. 200.311:

1. Retain title after compensating the federal awarding agency.
2. Sell the property and compensate the federal awarding agency.
3. Transfer title to the federal awarding agency or to a third party designate that is approved by the federal awarding agency.

Real Property Requirement

In accordance with DOJ real property standards (2 C.F.R. §200.311), BJA will continue to monitor facility usage and capacity levels after the grant ends. BJA and OJP retain a financial interest in funding the acquisition or improvement of real property. To ensure that the intent of the funding statute or authority is met throughout the useful life of a facility, even after a grant closes, BJA will require the grantee to submit regular reports on the status of the real property in which OJP/BJA retain an interest. If a grantee ceases to need a grant-funded facility for the originally authorized purpose during its

useful life, the grantee is obligated to request property disposition instructions from OJP/BJA, pursuant to 2 C.F.R. §200.311 (c).

In order to protect OJP's interest, 2 C.F.R. § 200.330 requires the award recipient to report on the real property acquired or real-property improvements made under the award for as long as OJP's interest therein is retained. In keeping with the requirements set forth in the regulation, OJP must require a grantee to submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. For more information about OJP's real property reporting requirements, please visit <https://bjaojp.gov/funding/real-property>.

The following information specific to this funding opportunity will help you develop your project budget:

Allowable and Unallowable Costs

Allowable costs include:

- All construction or renovation expenses
- Architectural, engineering, and design services
- Site preparation, utilities, and infrastructure upgrades
- Security systems and equipment installation
- Furniture, fixtures, and equipment necessary for facility operations
- Environmental review and permitting costs
- Project management and construction oversight costs
- Contingency funding (up to 10% of construction costs) for unforeseen conditions or changes

Unallowable costs include:

- Routine maintenance or repair of existing facilities that does not add capacity or functionality
- Renovation/construction projects that do not demonstrably enhance capabilities relating to and/or general-purpose office space not dedicated to, the Purposes of the Funding
- Residential housing
- Land acquisition costs (unless specifically approved in advance)

All successful applicants will be expected to produce the following deliverables:

- **Detailed architectural plans and engineering specifications** demonstrating project design, construction/renovation/modernization approach, and compliance with applicable codes and standards.
- **Construction or renovation/modernization timelines** with milestones, critical path activities, and realistic completion schedules.
- **Site control documentation** demonstrating ownership or long-term lease agreement for construction or renovation locations.

- **Quarterly construction/renovation/modernization progress reports** documenting project status, completed activities, expenditures, challenges encountered, and photographic documentation of construction progress.
- **Operational plans** describing how completed or renovated facilities will be used post-construction, including staffing plans, operational procedures, and integration with existing enforcement operations and trafficking investigations.
- **Sustainability plans** demonstrating local capacity to operate and maintain facilities beyond the grant period, including projected operational costs and identified funding sources.
- **Certificate of Occupancy** (if applicable) upon project completion.
- **Completed construction project checklist** as requested by BJA upon project completion.
- **Photographic documentation** of completed facilities demonstrating project completion and operational readiness.
- **Standard Form 429 (Real Property Status Report)** at grant closeout and annually thereafter for the property's useful life or until federal interest ends, as required by 2 C.F.R. 200.330.

13

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 8/10/2026	Submitted by: Jennafer Bell
Meeting Date: 8/18/2026	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Minutes - July 2026	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for July 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



THE FOREGOING COMMISSIONERS COURT MINUTES
FOR THE MONTH OF JULY 2026 A.D. ACCEPTED THE
18TH DAY OF AUGUST 2026 A.D.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4



26-26
**COMMISSIONERS COURT
MINUTES
July 7, 2026**

On Tuesday, July 7, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 AM

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner Ralph Caraway, Sr. – Precinct 4

V. PUBLIC COMMENT

Thomas Mutranowski #1, Ted Schoenberg #1, Tom Fabry #1

OPEN SESSION: 9:30 AM

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.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 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.
Passed 5-0; Abstain: (None); Absent: (None).
3. Receive an Order of Appointment of the Smith County Auditor and set a base salary of \$158,039 pursuant to the Smith County District Judges' Order, dated June 26, 2026, in accordance with Section 84.003 of the Texas Local Government Code.
No Action Necessary.
4. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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.
Passed 5-0; Abstain: (None); Absent: (None).

ROAD AND BRIDGE

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

AUDITOR'S OFFICE

7. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 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.
Passed 5-0; Abstain: (None); Absent: (None).

SHERIFF'S OFFICE

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 to transfer salary lag funds for the purchase of vehicles, upfitting, and equipment needed for the FY27 budget year.
Passed 4-1; Abstain: (None); Absent: (None).
Oppose: (Commissioner Christina Drewry – Precinct 1)

RECURRING BUSINESS

ROAD AND BRIDGE

9. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 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.
- Passed 5-0; Abstain: (None); Absent: (None).*
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 1315, 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.
- No Action Necessary.*

AUDITOR'S OFFICE

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

SHERIFF'S OFFICE

12. Receive report on status of Smith County jail operations, inmate population, employee overtime, and employee vacancies.
- No Action Necessary.*

Commissioners Court recessed Open Session at 11:29PM and went into Executive Session.

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

SECTION 551.071 CONSULTATION WITH ATTORNEY

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

Commissioners Court closed Executive Session at 1:13PM and reconvened Open Session.

OPEN SESSION: 1:13PM

COURT ORDERS

COMMISSIONERS COURT

14. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner J Scott Herod – Precinct 3 to reject all proposals received for RFP 18-26 Third Party Administrator (TPA) and ancillary services.

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

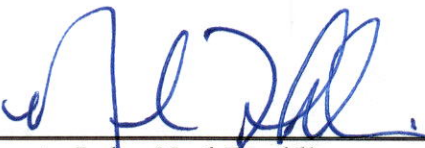
15. Consider and take necessary action concerning the Smith County Health Plan, including but not limited to receiving the annual performance review of the Plan from Brinson Benefits and recommendations concerning related health care matters, contracts, agreements; and authorize the county judge to sign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

****PASSED ON UNTIL JULY 14th, 2026****

ADJOURN: 1:14PM

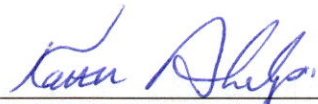
Meeting adjourned by County Judge Neal Franklin.

Date: 8/12/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for July 7, 2026.


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

8-12-26
Date





27-26
**COMMISSIONERS COURT
MINUTES
July 14, 2026**

On Tuesday, July 14, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 AM

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Smith County Judge Neal Franklin

V. PUBLIC COMMENT

Jim Nipp #9, Shannon Dacus #9, Terry Miller #9, Terri Smith #9, Gene Keenon #9, James Murphy #9, Dr. Hugh Poindexter #9, James Smith #8 & #9, Josh Joplin #9, Bob Brewer #1 & #9

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to adopt a resolution proclaiming July 16, 2026, as "Bishop Denise Anders-Modest Day" in Smith County.
Passed 5-0; Abstain: (None); Absent: (None).

PRESENTATION

2. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 3 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. *Passed 5-0; Abstain: (None); Absent: (None).*

The following changes were approved:

2.1 Medical; Third Party Administrator (TPA); Network

- Continuing with THP & HealthSmart Network for Physicians. Decrease of 26% on administration costs.
- Note: Claims through 5/31/26 running at 88.62% of Expected and 61.90% of Maximum.

2.2 Plan Design

- Recommendation on Plan 3 (HSA); Increase In-Network Individual Deductible & OOP Max to \$3,400 and Family In-Network Deductible to \$6,800. Increase Out of Network Individual Deductible & OOP Max to \$6,800 and Out of Network Family Deductible to \$13,600. This is to remain in compliance with IRS requirements.

2.3 RX Consultant / Administration

- Termination of RX Consultant, Honest RX effective 6.30.26.
- PBM is currently Optum RX. No changes.

2.4 Dental Plan Administration

- Dental and medical administration have historically been together for efficiency of administration and billing.
- Continue w/ THP as administrator

2.5 Organ & Tissue Transplant Carve-Out Insurance

- Renewal with TMHCC. No increase.

2.6 H.S.A. & F.S.A. Administration

- Renew with Benefit Bucks. No change in benefits or cost.
- Recommend increasing account maximums to meet 2026 maximum standards.
 - a. HSA: \$4400 Individual / \$6750 Family
 - b. FSA: \$3400 Individual / \$5000 Dependent Care remains the same.

2.7 Vision

- Renew with Versant/Superior Vision. No change in benefits or cost. Rates are guaranteed through 2029.

2.8 Basic Life

- Continue with Symetra. No increase.

2.9 COBRA Administration

- Continue with COBRA Charmers. No change in benefits or cost.

2.10 Telemedicine

- Continue with Lyric telemedicine benefits. \$6.00 Per Employee Per Month

2.11 Online Enrollment

- Renew Benefits Administration/BSwift platform. Cost increases from \$6.06 per employee per month to \$6.26 per employee per month.

2.12 Voluntary Enhanced Benefits

- Continue with Colonial Enhanced benefit options. Voluntary (100% employee paid).

COURT ORDERS

PURCHASING

3. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a contract with HDR Architecture, Inc. for RFQ 26-25 Professional Architectural Services and authorize the county judge to sign all related documentation.
Passed 5-0; Abstain: (None); Absent: (None).

AUDITOR'S OFFICE

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to accept a donation to the workforce investment fund in the amount of \$1,063.23.
Passed 5-0; Abstain: (None); Absent: (None).

RECURRING BUSINESS

COMMISSIONERS COURT

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

ROAD AND BRIDGE

6. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to authorize the county judge to sign the:
 - a. Amended Plat for Woodland Park, Unit 2, Precinct 1, and
 - b. Amended Plat for Woodland Park, Unit 3, Precinct 1.*Passed 5-0; Abstain: (None); Absent: (None).*
7. Receive pipe and/or utility line installation request (notice only):
 - a. County Road 198, Valence Operating Company, road bore for pipe, Precinct 1,
 - b. County Road 1211, CenterPoint Energy, install gas line, Precinct 1, and
 - c. County Road 41, CenterPoint Energy, install gas line, Precinct 4.*No Action Necessary.*

AUDITOR'S OFFICE

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

*Commissioners Court recessed Open Session at 10:36AM for a break.
Commissioners Court returned at 10:43AM and reconvened Open Session.*

FY2027 BUDGET WORKSHOP

9. Receive presentations from department heads/elected officials regarding their FY 2027 Budget Requests.
No Action Necessary.

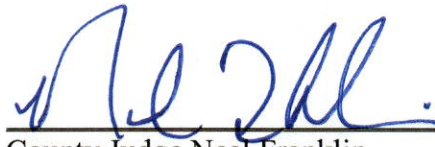
ADJOURN: 12:10PM

Meeting adjourned by County Judge Neal Franklin.

Date:

8/12/26

Approved:



County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for July 14, 2026.



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

8-12-26

Date





28-26
**COMMISSIONERS COURT
MINUTES
July 21, 2026**

On Tuesday, July 21, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Brother Billy Johnson from Flint Baptist Church

V. PUBLIC COMMENT

Bob Brewer #10

OPEN SESSION: 9:30 AM

RESOLUTION

1. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a resolution proclaiming August 14, 2026, as "Prairie View A&M University Day" in Smith County.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).

PRESENTATION

2. Receive donated poster celebrating the 250th anniversary of the United States of America and the 180th anniversary of Smith County.
No Action Necessary.

COURT ORDERS

COMMISSIONERS COURT

3. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve an Auto Claim settlement for TAC Claim Number ADP20266039-1 and authorize the county judge to sign all related documentation.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).

SHERIFF'S OFFICE/ ENVIRONMENTAL DIVISION

4. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the renewal of Salvage and Junk Yard Licenses for the following:
 - a. K & L Recycling LLC,
 - b. AESOP Auto LLC, DBA RCS Auto Recyclers,
 - c. DG Auto Salvage,
 - d. Auto Parts Warehouse, and
 - e. Locos Gringos Pick 'N Pull LLC.*Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).*
5. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to sign resolution for the Comptrollers SB8-Sheriff Immigration Law Enforcement grant application.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).

RECURRING BUSINESS

COUNTY CLERK

6. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve the Commissioners Court minutes for June 2026.
Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).
7. Receive Commissioners Court recordings for June 2026.
No Action Necessary.

ROAD AND BRIDGE

8. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to authorize the county judge to sign the:
- a. Final Plat the Kathy Brunson Bypass Trust Addition, Precinct 4, and
 - b. Final Plat for Legacy Ranch, Phase 3, Precinct 3.
- Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).*
9. Receive pipe and/or utility line installation request (notice only):
- a. County Road 2110, 2160, 2112, 2153, Sabine Energy, install temporary water line, Precinct 2, and
 - b. County Road 431, Oncor Electric Delivery, replace poles, Precinct 3.
- No Action Necessary.*

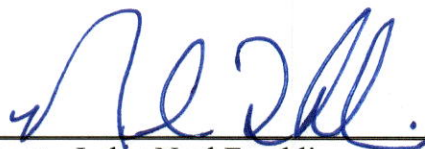
AUDITOR'S OFFICE

10. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve and/or ratify payment of accounts, bills, payroll, transfer of funds, amendments, and health claims.
- Passed 3-0; Abstain: (None); Absent: (Commissioner Christina Drewry- Precinct 1 and Commissioner J Scott Herod – Precinct 3).*

ADJOURN: 9:49AM

Meeting adjourned by County Judge Neal Franklin.

Date: 8/12/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for July 21, 2026.


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

8-12-26
Date





29-26
**COMMISSIONERS COURT
MINUTES
July 28, 2026**

On Tuesday, July 28, 2026, the Honorable Commissioners Court of Smith County, Texas, met in the Smith County Commissioners Courtroom at the Smith County Courthouse Annex, 200 East Ferguson, in the City of Tyler, Texas.

I. CALL TO ORDER: 9:30 a.m.

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

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

II. DECLARE A QUORUM PRESENT

III. DECLARE LEGAL NOTICES POSTED AND COURT DULY CALLED

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

Commissioner John Moore – Precinct 2

V. PUBLIC COMMENT

None

OPEN SESSION: 9:30 AM

PRESENTATION

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

COURT ORDERS

COMMISSIONERS COURT

2. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to post job opening for the Smith County Budget Officer position.

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

3. Motion made by Commissioner Ralph Caraway, Sr. – Precinct 4 and seconded by Commissioner John Moore – Precinct 2 to approve a one-year blanket bond renewal for Smith County Reserve Deputy Constables, effective August 6, 2026.

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

4. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner J Scott Herod – Precinct 4 to reappoint a Smith County representative to the East Texas Council of Governments (ETCOG) Executive Committee and authorize the county judge to sign all related documentation.

Appointed Commissioner Ralph Caraway, Sr. – Precinct 4

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

ROAD AND BRIDGE

5. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to approve a temporary access easement to allow TxDOT to enter County Property located at 12828 FM 3311 (Owentown) storage facility/yard.

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

TAX OFFICE

6. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner John Moore – Precinct 2 to approve an agreement with Government Window LLC for credit card services and authorize the county judge to sign all related documentation.

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

AUDITOR'S OFFICE

7. Motion made by Commissioner Christina Drewry – Precinct 1 and seconded by Commissioner J Scott Herod – Precinct 3 to approve the Smith County 911 Emergency Communications District FY 2026-2027 Proposed Operating Budget.

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

PURCHASING

8. Motion made by Commissioner John Moore – Precinct 2 and seconded by Commissioner Christina Drewry – Precinct 1 to declare the following items surplus and/or salvage, and authorize the Purchasing Department to advertise an online auction beginning August 17, 2026, and ending August 31, 2026, in accordance with the Texas Local Government Code 263.152, and remove from inventory:
- a. 2009 Pontiac Sedan,
 - b. 2009 GMC Sierra 3500 HD Pickup Truck,
 - c. 2017 Ford Explorer,
 - d. 2017 Ford Explorer,
 - e. 2009 GMC Sierra 1500 Pickup Truck,
 - f. 2012 Ford E-350 Van,
 - g. 2015 Chevrolet Tahoe,
 - h. 2015 Chevrolet Express Van,
 - i. 2007 Chevrolet Colorado,
 - j. 2007 Chevrolet Colorado,
 - k. 2014 Ford Expedition,
 - l. 2007 Chevrolet Colorado
 - m. 2012 Chevrolet Impala,
 - n. 2010 Chevrolet Tahoe,
 - o. 2016 Chevrolet Silverado,
 - p. 2009 GMC Sierra 1500,
 - q. 2016 Ford Taurus,
 - r. 2012 Chevrolet Tahoe,
 - s. 2012 Chevrolet Tahoe,
 - t. 2013 Chevrolet Tahoe,
 - u. 2017 Ford Taurus,
 - v. Generac Generator- Facility Services,
 - w. Generac Sentron Generator- Facility Services,
 - x. Cummins Generator- Facility Services, and
 - y. Cummins Generator- Facility Services.
- Passed 5-0; Abstain: (None); Absent: (None).*

RECURRING BUSINESS

ROAD AND BRIDGE

9. Motion made by Commissioner J Scott Herod – Precinct 3 and seconded by Commissioner Ralph Caraway, Sr. – Precinct 4 to authorize the county judge to sign the:
- a. Re-Plat for Veritatis Splendor, Lots 19 and 20, Precinct 3, and
 - b. Re-Plat for the Saye Subdivision, Precinct 3.
- Passed 5-0; Abstain: (None); Absent: (None).*

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

- a. County Road 1261, Oncor Electric, road bore to replace pole, Precinct 1,
- b. County Road 136, CenterPoint Energy, install gas line for service, Precinct 1,
- c. County Road 1133, 1100 and 196, RCW Energy Services, LLC, install temporary water line, Precinct 1, and
- d. County Road 461, DFW Telecom, install fiber optic cable, Precinct 4.

No Action Necessary.

AUDITOR'S OFFICE

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

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

FY2027 BUDGET WORKSHOP

Commissioners Court recessed Open Session at 12:12PM for a break.

Commissioners Court returned at 1:16PM and reconvened Open Session.

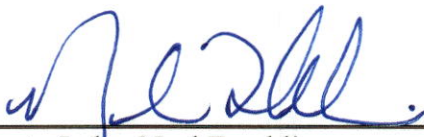
12. Receive presentations from department heads/elected officials regarding their FY 2027 Budget Requests.

No Action Necessary.

ADJOURN: 3:16PM

Meeting adjourned by County Judge Neal Franklin.

Date: 8/12/26

Approved: 
County Judge Neal Franklin

The State of Texas §
County of Smith §

I, Karen Phillips, Smith County Clerk attest that the foregoing is a true and accurate accounting of the Commissioners Court's authorized proceedings for July 28, 2026.


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

8-12-26
Date



14

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

Submission Date: 8/10/2026	Submitted by: Jennafer Bell
Meeting Date: 8/18/2026	Department: County Clerk
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Comm Court Recordings - July 2026	
Agenda Category: ☐ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive Commissioners Court recordings for July 2026.	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☐ No ☒	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

15

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

Submission Date: 08/11/2026	Submitted by: Atonia Rawlings
Meeting Date: 08/18/2026	Department: Treasurer
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Monthly Treasurer's Report	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and Accept the Treasurer's July monthly report as received.	
Background: July Monthly Report	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Atonia Rawlings	Email: arawlings@smith-county.com
Name: Gary Barber	Email: gbarber@smith-county.com
Name: Timothy Hollis	Email: thollis@smith-county.com
Name: Judge Neal Franklin	Email: nfranklin@smith-county.com

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SUBMIT

Office Use Only
Agenda Item # _____

SMITH COUNTY

TREASURER'S MONTHLY REPORT

JULY 2026

SUBMITTED TO: COMMISSIONER'S COURT, SMITH COUNTY TEXAS

SUBMITTED DATE: August 11, 2026

PREPARED AND SUBMITTED BY:

ATONIA RAWLINGS,

SMITH COUNTY TREASURER

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

CASH BALANCE 7/31/2026	
10 GENERAL	\$ 57,341,611.85
11 GRAFFITI	\$ 222,922.27
12 COURTHOUSE SECURITY	\$ 1,289,235.36
13 DA SPECIAL	\$ 24,358.06
14/26/24/25 COURT IMPROVEMENT	\$ 226,600.21
16 LAW LIBRARY	\$ 259,185.37
17 LAW ENF SEIZURES	\$ 536,455.02
18 DA CRIME PREVEN	\$ 7,099.97
19 DA FED ASSET	\$ 59,644.17
20 DRUG FORFEITURES	\$ 248,833.21
21 CRIME VICTIMS	\$ 195,345.59
22 DA DRUG FORFEITURE	\$ 298,624.69
27 ANTI GANG	\$ 428,454.13
29 DPS SEIZURE	\$ 48,170.38
32 FINANCIAL CRIME	\$ 1,372,579.59
33 CH 19 ELECTIONS	\$ 36,386.60
35 DEA TASK FORCE	\$ 117,729.36
36/38 JAG CAMERA	\$ 15,470.75
40 ERO	\$ 1,871,493.65
42 LEOSE	\$ 118,190.84
43 JUD EDUCATION	\$ 45,104.38
44/52 TECH JUST/DIST CRT	\$ 410,353.47
45/73 FACILITY IMPROVEMENT	\$ 4,659,663.68
46 RECORDS MGT COUNTY CL	\$ 7,277,040.56
48 DIST CLERK TITLE IV-D	\$ 57,048.74
49 RECORDS MGT DIST CLRK	\$ 279,439.23
50 FORFEITURE INT	\$ 355,702.21
53 COMMISSARY FUND	\$ 1,035,257.80
54 CCD INSURANCE	\$ 84,217.25
55/74 AARPA FUNDS	\$ 6,594,500.37
56 INSURANCE	\$ 5,481,608.55
59 CONSTRCTN 2024	\$ 766,236.46
61 ELECTION CONTRACT FUND	\$ 69,948.96
62 TRUST AND AGENCY	\$ 1,252,023.32
63 EVIDENCE FUND	\$ 7,266.06
68 LPPF-HOSPITALS	\$ 2,310,702.22
70 DEBT SERVICES	\$ 10,697,854.80
71 INFSTRCTR 2019	\$ 511,511.36
72 INFSTRCTR 2020	\$ 37,378.05
75 ROAD AND BRIDGE	\$ 23,763,854.56
76 INFSTRCTR 2021	\$ 18,529.37
77 INFSTRCTR 2022	\$ 397,637.70
78 PARKING STRUCTURE	\$ 5,188,857.91
79 CRTHSE CONSTRUCTION	\$ 44,161,815.79
80 ELECTION VOTING	\$ 7,556.96
83 AUTO THEFT-ET CRUSH	\$ 58,548.00
86 TIPC TITLE IV-E	\$ 31.81
87 JAC MAINTENANCE	\$ 898,228.90
88 ADULT PROBATION	\$ 3,302,374.79
90 JUVENILE PROBATION	\$ 16,032.15
93 JUVENILE	\$ 1,852,413.45
91 JJAEP	\$ 27.03
95 TIPC STATE AID	\$ 1,344,483.03
97 INFSTRCTR ROAD CONS 2025	\$ 15,031,593.42
98 STATE ACH	\$ 5,885.94
99 PAYROLL	\$ 165,291.22
	\$ 145,522,798.72

***NOTE** JUNE SSB INTEREST HAS NOT BEEN ADDED**JUNE INVESTMENT INTEREST HAS NOT BEEN ADDED**
REPORT FOR JULY 1, 2026 TO JULY 31, 2026

NOTE FINANCIAL BOOK BALANCES ***NOTE*** FUND ACCOUNTS IN THE SAME BANK ACCOUNT HAVE BEEN ADDED TOGETHER***

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

Atonia Rawlings
Atonia Rawlings, County Treasurer

THE COMMISSIONERS COURT CERTIFIES THE MONTHLY TREASURER REPORT FOR THE PERIOD ENDING JULY 31, 2026
SUBMITTED ON AUGUST 11, 2026

SMITH COUNTY JUDGE

COMMISSIONER, PRECINCT #1

COMMISSIONER, PRECINCT #2

COMMISSIONER, PRECINCT #3

COMMISSIONER, PRECINCT #4

SMITH COUNTY CLERK

SMITH COUNTY AUDITOR

FUND	FUND NAME	INTEREST EARNED	7/31/2026
	10 GENERAL	\$	98,466.59
	11 GRAFFITTI/TRUANCY	\$	666.59
	12 COURTHOUSE SECURITY	\$	3,892.89
	13 DA SPECIAL	\$	75.07
14/24/25/26	COURT IMPROVEMENT	\$	1,411.22
	16 LAW LIBRARY	\$	256.23
	18 DA CRIME PREVENTION	\$	20.17
	19 DA FEDERAL ASSETS	\$	180.24
	20 DRUG FORFEITURES	\$	753.38
	21 CRIME VICTIM'S SERV	\$	588.60
	22 DA DRUG FORFEITURES	\$	904.64
	29 DPS SEIZURES	\$	145.56
	32 FINANCIAL CRIME FCIC	\$	5,050.16
	35 DEA TASK FORCE	\$	355.77
	40 ERO	\$	5,876.26
	42 LEOSE	\$	382.71
	43 JUDICIAL EDUCATION	\$	135.48
44/52	DIST CRT TECH JUSTICE	\$	1,233.05
45/73	FACILITY IMPROVEMENT	\$	14,518.19
	46 REC MGT COUNTY CLERK	\$	9,677.45
	48 DIST CLRK TITLE IV-D	\$	172.40
	49 REC PRES DIST CLRK	\$	842.73
	50 FORFEITED INTEREST	\$	1,075.13
	53 COMMISSARY FUND	\$	3,073.69
	54 COMM SUP INS CICD	\$	268.63
55/74	AARPA	\$	20,831.30
	56 INSURANCE	\$	15,594.80
	59 INFRASTRUCTURE CONS 2024	\$	2,282.38
	61 ELECTION CONTRACTS	\$	207.06
	62 STATE TRUST AND AGENCY	\$	3,607.76
	63 EVIDENCE FUND	\$	21.96
	68 LPPF-HOSPITALS	\$	7,323.50
	70 DEBT SERVICES	\$	32,028.85
	71 INFRASTRUCTURE CONS 2019	\$	1,545.74
	72 INFRASTRUCTURE 2020	\$	112.96
	75 ROAD AND BRIDGE	\$	61,637.88
	76 INFRASTRUCTURE 2021	\$	56.00
	77 INFRASTRUCTURE 2022	\$	1,201.63
	78 PARKING STRUCTURE	\$	15,326.60
	79 CTHS CONST	\$	141,624.33
	83 AUTO THEFT TASKFORCE	\$	268.64
	86 TJPC TITLE IV-E	\$	0.10
	87 JAC MAINTENANCE	\$	480.25
	88 ADULT PROBATION	\$	4,165.80
	90 JUVENILE PROBATION	\$	48.45
	93 JUVENILE	\$	6,275.51
	95 TJPC STATE AID	\$	4,395.14
	97 INFRASTRUCTURE 2025	\$	47,426.12
	98 STATE ACH/BAIL BONDS	\$	31.07
	99 PAYROLL	\$	1,501.94
	TOTAL INTEREST	\$	518,018.60

*** NOTE*** THE INTEREST AMOUNTS ARE NOT INCLUDED IN THE CASH BALANCE SHEET ***

NOTE NOT ALL INTEREST BELONGS TO SMITH COUNTY***BY LAW***

**** INTEREST RATE**** 3.62 %

STATEMENT OF INVESTMENT ACCOUNTS 7/31/2026									
FUND	3.7818%			3.6208%			TOTAL ALL INVESTMENTS	JUNE TOTAL MO INT	10-25-8-26 TOTAL YRLY INT
	LOGIC	INTEREST	TOTAL	TEXSTAR	INTEREST	TOTAL			
10 GENERAL	\$28,073,218.80	\$90,407.33	\$28,163,626.13	\$846,183.04	\$2,602.15	\$848,785.19	\$29,012,361.32	\$93,009.48	\$ 829,854.49
11 GRAFFITI						\$0.00	\$0.00	\$0.00	
12 SECURITY						\$0.00	\$0.00	\$0.00	
13 DA SPECIAL						\$0.00	\$0.00	\$0.00	
14 CRT IMPROVEMENT						\$0.00	\$0.00	\$0.00	
15 COMM. POLICING						\$0.00	\$0.00	\$0.00	
16 LAW LIBRARY	\$195,556.21	\$629.77	\$196,185.98			\$0.00	\$196,185.98	\$629.77	\$ 5,810.52
17 SEIZURES						\$0.00	\$0.00	\$0.00	
18 DA CRIME PREVENT						\$0.00	\$0.00	\$0.00	
19 DA FEDERAL ASSET						\$0.00	\$0.00	\$0.00	
20 DRUG FORFEITURE						\$0.00	\$0.00	\$0.00	
21 VICTIM'S SERVICES						\$0.00	\$0.00	\$0.00	
22 DA FORFEITURES						\$0.00	\$0.00	\$0.00	
29 DPS SEIZURES						\$0.00	\$0.00	\$0.00	
36 E. BYRNE JAG 2009						\$0.00	\$0.00	\$0.00	
31 STEP TOBACCO						\$0.00	\$0.00	\$0.00	
32 VICTIM'S COMP.						\$0.00	\$0.00	\$0.00	
33 CH 19 VOTER REG						\$0.00	\$0.00	\$0.00	
35 DEA TASK FORCE						\$0.00	\$0.00	\$0.00	
38 JAG RECOVERY ACT						\$0.00	\$0.00	\$0.00	
42 LEOSE						\$0.00	\$0.00	\$0.00	
43 JUD. EDUCATION						\$0.00	\$0.00	\$0.00	
44 JCTF				\$164,881.53	\$507.04	\$165,388.57	\$165,388.57	\$507.04	\$ 4,864.87
45 FAC. IMPROVEMENT				\$2,149,127.76	\$6,609.03	\$2,155,736.79	\$2,155,736.79	\$6,609.03	\$ 99,500.11
46 RECORDS MGMT	\$2,834,391.81	\$8,483.83	\$2,842,875.64	\$1,386,791.07	\$4,295.45	\$1,401,086.52	\$4,043,962.16	\$12,779.28	\$ 114,252.51
48 DC TITLE I/D	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
49 DC RECORD PRES.						\$0.00	\$0.00	\$0.00	
50 FORFEITURE INT						\$0.00	\$0.00	\$0.00	
51 SEARCH & RESCUE						\$0.00	\$0.00	\$0.00	
52 CO. & DIST. TECH						\$0.00	\$0.00	\$0.00	
53 COMMISSARY JAIL						\$0.00	\$0.00	\$0.00	
54 CSCD INSURANCE						\$0.00	\$0.00	\$0.00	
55 HOMELAND SEC.						\$0.00	\$0.00	\$0.00	
56 INSURANCE	\$1,246.15	\$4.03	\$1,250.18			\$0.00	\$1,250.18	\$4.03	\$ 35.89
60 INDIGENT HEALTH				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
61 ELECTION SERVICE						\$0.00	\$0.00	\$0.00	
62 TRUST & AGENCY						\$0.00	\$0.00	\$0.00	
63 EVIDENCE FUND						\$0.00	\$0.00	\$0.00	
66 TRANSPORTATION						\$0.00	\$0.00	\$0.00	
65 JAIL EXPANSION						\$0.00	\$0.00	\$0.00	
67 CAPITAL IMPRVMENTS						\$0.00	\$0.00	\$0.00	
70 DEBT SERVICE	\$28,508.95	\$85.03	\$28,604.98			\$0.00	\$28,604.98	\$85.03	\$ 863.22
73 WORKFORCE FUND			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 1,557.28
75 ROAD & BRIDGE	\$3,872,963.80	\$11,828.44	\$3,884,792.24	\$253,012.44	\$778.07	\$253,790.51	\$3,938,582.75	\$12,806.51	\$ 153,307.70
80 VOTING SYSTEM						\$0.00	\$0.00	\$0.00	
81 TJPC SALARY						\$0.00	\$0.00	\$0.00	
83 AUTO TASK FORCE						\$0.00	\$0.00	\$0.00	
86 TJPC TITLE IV E	\$0.00	-\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 23.63
87 JAC MAINTENANCE				\$754,835.74	\$2,321.31	\$757,157.05	\$757,157.05	\$2,321.31	\$ 20,886.25
88 ADULT PROBATION	\$2,098,203.81	\$6,854.01	\$2,072,857.82			\$0.00	\$2,072,857.82	\$6,854.01	\$ 59,279.86
90 JUV. PROBATION						\$0.00	\$0.00	\$0.00	
91 JJAEP				\$0.03	\$0.00	\$0.03	\$0.03	\$0.00	\$ 0.03
93 JUVENILE FUND	\$2,982.93	\$9.58	\$2,972.51	\$85,038.86	\$282.28	\$85,331.22	\$88,333.73	\$301.84	\$ 2,724.35
92 JABG TRUANCY						\$0.00	\$0.00	\$0.00	
95 TJPC STATE AID						\$0.00	\$0.00	\$0.00	
96 STATE ACH	\$271,441.31	\$3,877.03	\$275,318.34			\$0.00	\$275,318.34	\$3,877.03	\$ 6,518.27
99 PAYROLL						\$0.00	\$0.00	\$0.00	
TOTALS	\$38,947,494.80	\$121,889.02	\$37,089,483.82	\$5,856,850.57	\$17,405.31	\$5,677,255.88	\$42,746,738.70	\$ 138,384.36	\$ 1,257,980.88
LOGIC BAIL BONDS									
ATW BAIL BONDS	\$51,474.85	\$165.77	\$51,640.62						
STRIKE 3 BAIL BONDS	\$51,474.85	\$165.77	\$51,640.62						
GRAVES BAIL BONDS	\$55,474.45	\$178.83	\$55,653.28						
BIG GREEN INVESTIGATIONS	\$51,484.13	\$165.82	\$51,649.95						
AFFORDABLE BAIL BONDS	\$8,448.48	\$3,030.04	\$11,478.52						
ACE BAIL BONDS	\$51,476.88	\$165.77	\$51,642.65						
FIRST STOP BAIL BONDS	\$1,607.88	\$5.23	\$1,613.11						
TOTAL 7/31/2026	\$271,441.30	\$3,877.03	\$275,318.33						

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

Altonia Rawlings
Altonia Rawlings, County Treasurer

16

SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date:	Submitted by: Jennafer Bell
Meeting Date: Weekly	Department: Auditor
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Weekly Bill Pay	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ 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 ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☐
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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SUBMIT

Office Use Only
Agenda Item # _____