

COMMISSIONERS COURT AGENDA
Tuesday, July 28, 2026
9:30 a.m.



Striving for Excellence

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



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

Phone: (903) 590-4605

Fax: (903) 590-4615

Pursuant to Chapter 551 of the Texas Government Code, this notice is to advise that a regular meeting of the **Smith County Commissioners Court** will be held at **9:30 a.m. on Tuesday, July 28, 2026**, in the **Smith County Commissioners Courtroom** on the 1st floor of the **Smith County Courthouse Annex**, 200 E. Ferguson, Tyler, Texas.

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

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

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

OPEN SESSION:

PRESENTATION

1. Presentation of employee recognition, longevity certificates, and service pins.

COURT ORDERS

COMMISSIONERS COURT

2. Consider and take necessary action to post job opening for the Smith County Budget Officer position.
3. Consider and take necessary action to approve a one-year blanket bond renewal for Smith County Reserve Deputy Constables, effective August 6, 2026.
4. Consider and take necessary action 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.

ROAD AND BRIDGE

5. Consider and take necessary action to approve a temporary access easement to allow TxDOT to enter County Property located at 12828 FM 3311 (Owentown) storage facility/yard.

TAX OFFICE

6. Consider and take necessary action to approve an agreement with Government Window LLC for credit card services and authorize the county judge to sign all related documentation.

AUDITOR'S OFFICE

7. Consider and take necessary action to approve the Smith County 911 Emergency Communications District FY 2026-2027 Proposed Operating Budget.

PURCHASING

8. Consider and take necessary action 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.

RECURRING BUSINESS

ROAD AND BRIDGE

- 9. Consider and take necessary action 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.
- 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.

AUDITOR'S OFFICE

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

FY2027 BUDGET WORKSHOP

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

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 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: 7/21/2026

Time: 5:00 p.m.

A handwritten signature in blue ink that reads "Neal Franklin". The signature is written in a cursive, flowing style.

NEAL FRANKLIN, COUNTY JUDGE

Posted By: Rachel McCord

1

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

Submission Date:	Submitted by: Esmeralda Corona
Meeting Date:	Department: Personnel
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Personnel Service Recognition	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☒ Presentation ☐ Executive Session	
Agenda Wording: Presentation of employee recognition, longevity certificates, and service pins.	
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 following employees will be celebrating service milestones this month. Thank you for your service and dedication to the citizens of Smith County and congratulations on your milestones.

July 2026:

James Riggle {Sheriff's Office} 30 Yrs.

Eric Liptak {CSCD} 20 Yrs.

Yolanda Mims {Juvenile Services} 20 Yrs. (Current) + 1 Yr. (Prior) Experience = 21 Yrs.

Duane Beddingfield {Sheriff's Office} 15 Yrs.

Cindy Villalobos {Tax Assessor} 15 Yrs.

Sheila Parker {District Attorney} 15 Yrs.

Angelia Sherick {Juvenile Services} 10 Yrs.

Tommy Aary {R & B Department} 5 Yrs.

Breahan Freeman {Sheriff's Office} 5 Yrs.

Kayleigh Harper {Sheriff's Office} 5 Yrs.

Jennafer Bell {Commissioners Court} 5 Yrs

If you would like to be recognized in **Commissioners Court**, we will have our recognitions on **Tuesday, July 28, 2026 at 9:30 am**. Please contact your supervisor or the HR office to make arrangements.

15 Years of Service

Awarded to:

Duane Beddingfield

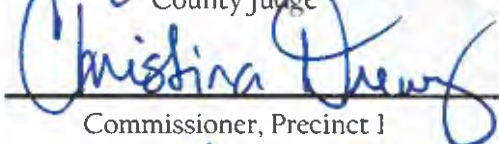
for your loyal dedication

and unwavering commitment to achieving our goals.

Thank you for your hard work and for making Smith County stand above the rest.



County Judge



Commissioner, Precinct 1



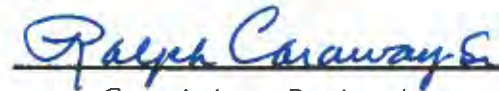
Commissioner, Precinct 3



County Sheriff



Commissioner, Precinct 2



Commissioner, Precinct 4

"Striving for Excellence"

July 2026

15 Years of Service

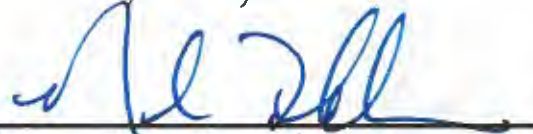
Awarded to:

Cindy Villalobos

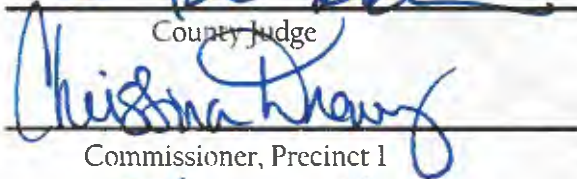
for your loyal dedication

and unwavering commitment to achieving our goals.

Thank you for your hard work and for making Smith County stand above the rest.



County Judge



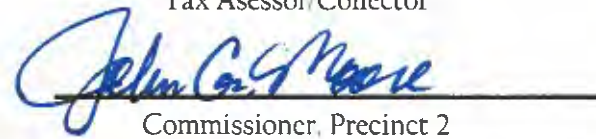
Commissioner, Precinct 1



Commissioner, Precinct 3



Tax Assessor/Collector



Commissioner, Precinct 2



Commissioner, Precinct 4

"Striving for Excellence"

July 2026

15 Years of Service

Awarded to:

Sheila Parker

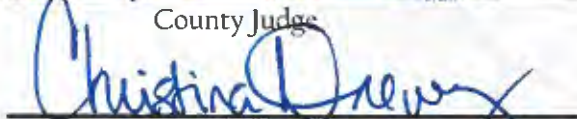
for your loyal dedication

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County Judge



Commissioner, Precinct 1



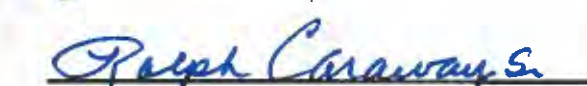
Commissioner, Precinct 3



District Attorney



Commissioner, Precinct 2



Commissioner, Precinct 4

"Striving for Excellence"

July 2026

10 Years of Service

Awarded to:

Angelia Sherick

for being such a valuable member of our team.

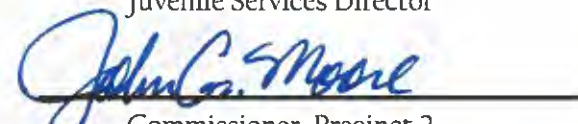
Thank you for your dedicated service to Smith County.


County Judge


Commissioner, Precinct 1


Commissioner, Precinct 3


Juvenile Services Director


Commissioner, Precinct 2


Commissioner, Precinct 4

"Striving for Excellence"

July 2026

5 Years of Service

Awarded to:

Tommy Aary

for loyal dedication and commitment to service over the past 5 years.

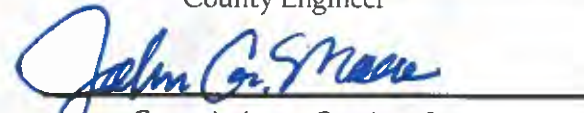
Thank you for your contributions to Smith County.


County Judge


Commissioner, Precinct 1


Commissioner, Precinct 3


County Engineer


Commissioner, Precinct 2


Commissioner, Precinct 4

"Striving for Excellence"

July 2026

5 Years of Service

Awarded to:

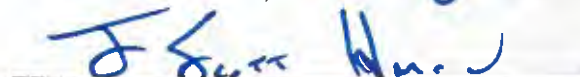
Breahan Freeman

for loyal dedication and commitment to service over the past 5 years.

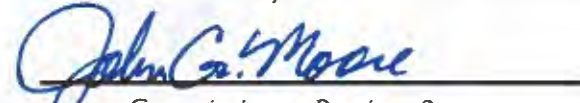
Thank you for your contributions to Smith County.


County Judge


Commissioner, Precinct 1


Commissioner, Precinct 3


County Sheriff


Commissioner, Precinct 2


Commissioner, Precinct 4

"Striving for Excellence"

July 2026

5 Years of Service

Awarded to:

Kayleigh Harper

for loyal dedication and commitment to service over the past 5 years.

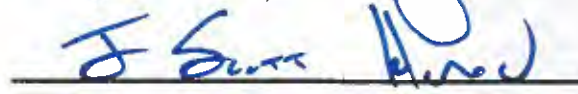
Thank you for your contributions to Smith County.



County Judge



Commissioner, Precinct 1

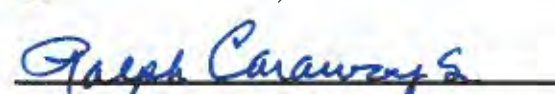


Commissioner, Precinct 3



County Sheriff


Commissioner, Precinct 2



Commissioner, Precinct 4

"Striving for Excellence"

July 2026

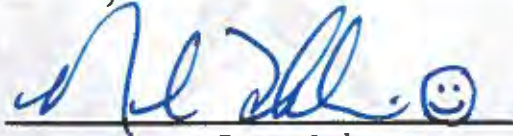
5 Years of Service

Awarded to:

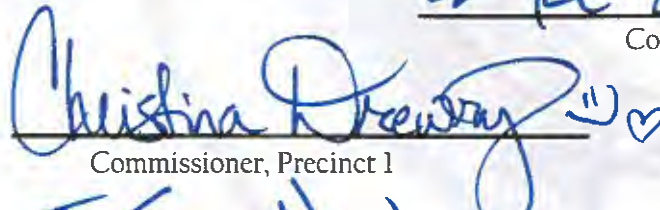
Jennafer Bell

for loyal dedication and commitment to service over the past 5 years.

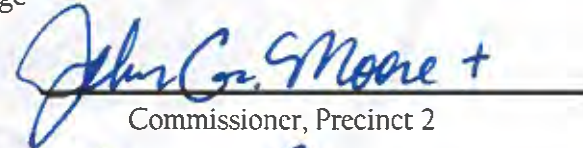
Thank you for your contributions to Smith County.

A blue ink signature of the County Judge, featuring a smiley face at the end.

County Judge

A blue ink signature of Christina Drenth, followed by a smiley face and a heart symbol.

Commissioner, Precinct 1

A blue ink signature of John G. Moore, followed by a plus sign.

Commissioner, Precinct 2

A blue ink signature of J. S. Smith, followed by a smiley face.

Commissioner, Precinct 3

A blue ink signature of Ralph Caraway, followed by a smiley face.

Commissioner, Precinct 4

"Striving for Excellence"

July 2026

2

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

Submission Date: 7/14/2026	Submitted by: J Bell for Judge Franklin
Meeting Date: 7/28/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Budget Officer Position	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to post job opening for the Smith County Budget Officer position.	
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 # _____

3

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

Submission Date: 7/21/2026	Submitted by: Rachel McCord
Meeting Date: 7/28/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Bond Renewal - Reserve Deputy Constables	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a one-year blanket bond renewal for Smith County Reserve Deputy Constables, effective August 6, 2026.	
Background: For this particular bond, Smith County does not receive updated riders with the current renewal period dates listed on the bond paperwork. The original bond (attached) issued on August 6, 2002, states that the policy remains in effect "until cancelled." The current renewal period can be found on the annual invoice that gets submitted to the Auditor's Office (attached).	
Financial and Operational Impact: N/A	
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 # _____



Billing Questions (888) 866-2661
Email info@cnasurety.com

Notice of Premium Due 08/06/2026

Premium \$218.00

SMITH COUNTY TEXAS RESERVE CONSTABLE
200 E. FERGUSON ROOM 414
TYLER, TX 75702

Amount Due \$218.00

Bond Detail

Bond #	69380861	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	08/06/2026 to 08/06/2027		
Bond Amount	\$2,000.00		
Description	TX P E F P B P		

Agent Information

Hibbs-Hallmark & Company
501 Shelley Dr., Ste. 200
Tyler, TX 75711
Phone : (903)561-8484

Messages

We show 25 rated for premium purposes.
To ensure proper coverage, verify the
total number of employees and owners
covered & contact us with changes. Note:
After several years, we may have increased
our rates slightly.

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Smith County Texas Reserve Constables

Bond # 69380861
Company 0601
Agency 42-06078
Hibbs-Hallmark & Company

Payment Due	08/06/2026	Amount Due	\$218.00
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CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

0003001 04206078000008062026 00601006938086100 00000002180001



Western Surety Company

RIDER

To be attached to and form part of Bond No. 69380861

It is hereby mutually agreed and understood by and between Western Surety Company
and SMITH COUNTY TEXAS RESERVE CONSTABLES

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- ☐ Principal Name changed to:
- ☒ Principal Address changed to:
200 E. FERGUSON ROOM 414, TYLER, TX 75702
- ☐ Vehicle/Vessel/Hull Information changed to:
- ☐ Lost Instrument Information changed to:
- ☐ Identification Number changed to:
- ☐ Penalty Amount changed to:
- ☐ Additional or Event Location:
- ☐ Effective Date changed to:
- ☐ Expiration Date changed to:
- ☐ The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 25th day of June, 2020.

Signed this 25th day of June, 2020.

WESTERN SURETY COMPANY

By: Paul T. Bruflat

Paul T. Bruflat, Vice President



CR 00 17 10 90

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

(COVERAGE FORM P—PER EMPLOYEE)

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities", and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:

In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

c. **Bonded Employee:** loss caused by any "employee" required by law to be individually bonded.

d. **Treasurer or Tax Collector:** loss caused by a treasurer or tax collector by whatever name known.

e. **Damages:** damages for which you are legally liable as a result of:

- (1) the deprivation or violation of the civil rights of any person by an "employee"; or
- (2) the tortious conduct of an "employee", except conversion of property of other parties held by you in any capacity.

2. Additional Conditions:**a. Cancellation As To Any Employee:**

This insurance is cancelled as to any "employee":

- (1) Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees, of any dishonest act committed by that "employee" whether before or after becoming employed by you.
- (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.

c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.

3. Additional Definitions:

a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:



(over)

- (1) Cause you to sustain loss; and also
- (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:

- (a) The "employee"; or
 - (b) Any person or organization intended by the "employee" to receive that benefit.
- b. **"Occurrence"** means all loss up to the Limit of Liability caused by each "employee", whether the result of a single act or series of acts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CR 10 44 01 89

ADD FAITHFUL PERFORMANCE OF DUTY

This endorsement applies only to PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P.

PROVISIONS

1. The following is added as a Covered Cause of Loss:

Failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an "employee".

2. The following Additional Exclusion is added:

Depository Failure: loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

3. Part 2.a.(1) of the Coverage Form is deleted and the following substituted:

Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees of any act on the part of an "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of this Coverage Form, as amended by this endorsement.

4. Part 2.c. of the Coverage Form is deleted and the following substituted:

Indemnification: We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an "employee".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CR 01 11 03 87

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

The following is added to the Valuation-Settlement provisions of this policy:

In the event arbitration is utilized, each party will select a competent and impartial arbitrator. The two arbitrators will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The arbitrators will state separately the value of the property and amount of loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen arbitrator; and
 2. Bear the other expenses of the arbitration and umpire equally.
- If we submit to an arbitration, we will still retain our right to deny the claim.



IL 00 17 11 85

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

CRIME GENERAL PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, DECLARATIONS or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
 2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
 3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
 4. **Legal Expenses:** Expenses related to any legal action.
 5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
 6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.
- b. You acquire the use and control of any additional "premises";
any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:
 - a. Give us written notice within 30 days thereafter; and
 - b. Pay us an additional premium.
 2. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
 3. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
 4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
 5. **Joint Insured**
 - a. If more than one Insured is named in the DECLARATIONS, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
 - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

B. GENERAL CONDITIONS

1. **Consolidation—Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
 - a. Any additional persons become "employees"; or



- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
 - d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
- 6. Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
- 7. Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
- 8. Loss Sustained During Prior Insurance**
- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 - b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- 9. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:
- a. Partly by this insurance; and
 - b. Partly by any prior cancelled or terminated

insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

10. Non-Cumulation of Limit of Insurance: Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

11. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the DECLARATIONS.

12. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

13. Policy Period

- a. The Policy Period is shown in the DECLARATIONS.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

14. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

15. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

- b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.

16. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

17. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

18. Valuation—Settlement

- a. Subject to the applicable Limit of Insurance provision we will pay for:
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Value of the "securities" at the close of business on the day the loss was discovered; or
 - ii. Limit of Insurance.
 - (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises"; or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

- a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

3. **“Property Other Than Money and Securities”** means any tangible property other than “money” and “securities” that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. **“Securities”** means negotiable and non-negotiable instruments or contracts represent-

ing either “money” or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include “money”.

COMMERCIAL CRIME COVERAGE PART - DECLARATIONS

Renewal of Number



Bond Number

Named Insured and Mailing Address
(No., Street, Town or City, County, State, Zip Code)

Smith County Texas Reserve Constables
Smith County Courthouse Room 107
Tyler, Texas 75702

Policy Period: From August 6, 2002 to Until Cancelled at 12:01 a.m. Standard Time at
your mailing address shown above

COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE

Coverage Form(s) Forming Part of this Coverage Part	Limit of Insurance	Deductible Amount
Public Employee Dishonesty Coverage Form "P"	\$2,000.00	None

FORMS AND ENDORSEMENTS Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

CR 00-17 CR 01-11 IL 00-17 CR 10-00 CR 10-44

CANCELLATION OF PRIOR INSURANCE

By acceptance of this policy you give us notice cancelling prior policy or bond No(s).

the cancellation to be effective at the time this policy becomes effective.

Western Surety Company

By: _____

Date of Issue:

Countersigned By _____ Date _____

Authorized Representative

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

Submission Date: 7/21/2026	Submitted by: J Bell
Meeting Date: 7/28/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: ETCOG Executive Committee Reappt	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action 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.	
Background: Commissioner Ralph Caraway is up for reappointment as the 1st Vice Chair on the ETCOG Executive Committee.	
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:	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 # _____



DATE: June 26, 2026
TO: ETCOG Board of Directors in Smith County Member
FROM: Mayor Ben Middlebrooks, ETCOG Nominating Committee Chairman
SUBJECT: Nominations for **ETCOG Officers and Executive Committee**

As provided in the ETCOG bylaws, the Chair, Mayor James Wansley, has appointed a Nominating Committee for 2026-2027 comprised of myself and the following individuals:

Commissioner William Hatfield
Harrison County

Councilman Bob Tardiff
City of Lindale

The Committee will be responsible for nominating persons from the Board of Directors to serve as follows:

a. Executive Committee

Nine persons for two-year terms who are local elected officials and ETCOG Board members, to include one person each from the Counties of Cherokee, Gregg (two vacancies, one representing county government and one representing cities), Marion, Panola, Rains, Smith (two vacancies, one representing county government and one representing cities), and Upshur.

b. Officers

For one- year terms, individuals who are local elected officials and ETCOG board members for the positions of Chairman, 1st Vice-Chairman, 2nd Vice-Chairman, 3rd Vice-Chairman and Secretary-Treasurer.

You are invited and encouraged to submit recommendations for consideration by the Nominating Committee. Enclosed is a current list of the ETCOG Executive Committee, ETCOG Board of Directors, and a nomination form for your use.

I would also request you provide some biographical information on the individual you nominate for Executive Committee membership, since the Nominating Committee often is not familiar with the individual being presented for consideration. Also, I think it is important for the ETCOG membership to

ETCOG Board of Directors in Smith County

June 26, 2026

Page 2

submit nominations of individuals who have the interest and ability to actively participate on Executive Committee matters. The ETCOG Executive Committee routinely meets the first Thursday of every month in Kilgore at 12:00 noon. It is important for you as a Board member to submit nominations, because the Nominating Committee can only react to nominations submitted by you. If you have no one particular individual in mind but have been satisfied with your current Executive Committee representation, then I would suggest you consider nominating the individual currently representing your area on the Executive Committee.

Please return your nominations to ETCOG email to Glenda.fort@etcog.org, or fax 903-218-6431 no later than **July 31, 2026.**

JW/gf

Enclosures

Mayor Ben Middlebrooks, Chairman
ETCOG Nominating Committee
East Texas Council of Governments
3800 Stone Road
Kilgore, TX 75662

Dear Mayor Middlebrooks:

It is my desire to make the following recommendations to the Nominating Committee:

1. For the Executive Committee from Smith County member governments, I wish to recommend:

2. For Officers of the East Texas Council of Governments, I wish to recommend:

(MAY BE FROM ANY ETCOG MEMBER ENTITY, BUT MUST BE A BOARD OF DIRECTORS MEMBER AND EXECUTIVE COMMITTEE MEMBER)

Chairman _____

1st Vice-Chairman _____

2nd Vice-Chairman _____

3rd Vice-Chairman _____

Secretary-Treasurer _____

Signature (Must be ETCOG Board Member)

City/County Member Government Represented

PLEASE RETURN THIS FORM TO GLEND.FORT@ETCOG.ORG OR FAX 903-218-6431 BY July 31, 2026

EAST TEXAS COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS
137

June 2026

ANDERSON COUNTY (3)

Judge Carey G. McKinney

Commissioner Rashad Mims

Commissioner John Willbanks

CITIES

Elkhart (1)

Mayor Jennifer McCoy

Frankston (1)

Mayor Gerald Hall **

Palestine (2)

Mayor Mitchell Jordan **

Vacant

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Frankston ISD
Neches ISD
Slocum ISD
Westwood ISD

Vacant

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Upper Neches River Municipal Water Authority

Vacant

CAMP COUNTY (2)

Judge A. J. Mason

Vacant

CITIES

Pittsburg (1)

Mayor David Abernathy

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

BOARD OF DIRECTORS

Page #3

CHEROKEE COUNTY (3)

Judge Chris Davis

Commissioner Kelly Traylor

Vacant

CITIES

Alto (1)

Mayor Jimmy Allen**

Gallatin (1)

Mayor Kathy Dethlefs

Jacksonville (2)

Mayor Randy Gorham
Councilman Tim McRae

New Summerfield (1)

Mayor Jane Barrow**

Reklaw (1)

Mayor Bob Parrott**

Rusk (1)

Councilman Ben Middlebrooks

Wells (1)

Mayor Tony McKnight **

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

New Summerfield ISD

Vacant

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Cherokee County Soil and Water Conservation District #427

Mr. Preston Lindsey, Vice Chairman of Board of Directors

GREGG COUNTY (4)

Vacant

Vacant

Commissioner Ronnie McKinney

Judge Bill Stoudt

CITIES

Clarksville City (1)

Mayor Joe Spears

Easton (1)

Mayor Walter Ward**

Gladewater (1)

Mayor Brandy Flanagan **

Kilgore (2)

Mayor Ronnie Spradlin

Vacant

Lakeport (1)

Mayor Johnny Sammons**

Longview (4)

Mayor Kristin Ishihara**

Councilman Shannon Moore District #2

Councilman Wray Wade District #3

Councilman John Nustad District #4

Warren City (1)

Mayor Ricky J. Wallace

White Oak (1)

Mayor Kyle Kutch

BOARD OF DIRECTORS

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(GREGG COUNTY CONTINUED)

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Kilgore ISD

Longview ISD*

Vacant

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Kilgore College

Vacant

BOARD OF DIRECTORS

Page #6

HARRISON COUNTY (4)

Commissioner Zephaniah Timmins

Commissioner Austin Koos

Commissioner Jay Ebarb

Commissioner William D. Hatfield

CITIES

Hallsville (1)

Mayor Jesse Casey

Marshall (3)

Mayor Amy Ware**

Councilman Dathaniel Campbell

Councilman Leo Morris

Waskom (1)

Mayor Keith Stone

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Vacant

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Harrison County Soil and Water Conservation District #412

HENDERSON COUNTY (3)

Commissioner Chuck McHam

Judge Wade McKinney

Commissioner Scott Tuley

CITIES

Athens (2)

Vacant
Mayor Aaron "Bubba" Smith **

Brownsboro (1)

Mayor Adam McLean**

Caney City (1)

Mayor Steve Pine

Chandler (1)

Mayor Cy Ditzler**

Eustace (1)

Mayor Dustin Shelton**

Gun Barrel City (1)

Mayor Brian Crull**

Log Cabin (1)

Mayor Paul Eckenberger **

Malakoff (1)

Mayor Nicole Mason-Driver**

Moore Station (1)

Mayor Greg Davis**

Murchison (1)

Mayor Brad Gray**

Seven Points (1)

Mayor EITH BETTSS**

(HENDERSON COUNTY CONTINUED)

CITIES CONTINUED

Star Harbor (1)

Mayor Steve Watson **

Tool (1)

Mayor Vera Bennett**

Trinidad (1)

Mayor Dennis Haws**

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Vacant

BOARD OF DIRECTORS

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OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

East Cedar Creek Fresh Water Supply District
Trinity Valley Community College

Vacant

BOARD OF DIRECTORS

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MARION COUNTY (2)

Judge Leward LaFleur

Vacant

CITIES

Jefferson (1)

Councilman Charles (Bubba) Haggard

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Vacant

BOARD OF DIRECTORS

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PANOLA COUNTY (2)

Judge Rodger McLane

Vacant

CITIES

Beckville (1)

Mayor Andrew Nixon**

Carthage (1)

Councilman Tate Barber

Gary (1)

Mayor Jason Woodfin

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Carthage ISD

(Superintendent)

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Vacant

BOARD OF DIRECTORS

Page #11

RAINS COUNTY (2)

Judge Brent Hilliard

Commissioner Jeremy Cook

CITIES

East Tawakoni (1)

Mayor Harold Chandler**

Emory (1)

Mayor Earl Hill III

Point (1)

Mayor Angela Nelson **

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Joe Nix
Rains ISD

BOARD OF DIRECTORS

Page #12

RUSK COUNTY (3)

Commissioner Robert Kuykendall

Judge Joel Hale

Commissioner Bennie Whitworth

CITIES

Henderson (2)

Councilman Michael Searcy

Mayor Henry Pace

Mt. Enterprise (1)

Mayor Jim Reese**

New London (1)

Mayor Dale McNeel**

Overton (1)

Mayor Curtis Gilbert **

Tatum (1)

Mayor Michael Henry **

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Carlisle ISD

Laneville ISD

Mt. Enterprise ISD

Tatum ISD

Vacant

BOARD OF DIRECTORS

Page #13

SMITH COUNTY (4)

County Judge Neal Franklin

Commissioner Christina Drewry

Commissioner John Moore

Commissioner Ralph Caraway Sr.

CITIES

Arp (1)

Mayor Terry Lowry **

Bullard (1)

Mayor Shirley Coe**

Lindale (1)

Councilman Bob Tardiff

Noonday (1)

Mayor Mike Turman

Troup (1)

Mayor Jeff Hale

Tyler (4)

Mayor Stuart Hene

Vacant

Vacant

Vacant

Whitehouse (1)

Mayor James Wansley

Winona (1)

Mayor Rachel Moreno

(SMITH COUNTY CONTINUED)

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Troup ISD

Vacant

Tyler ISD

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

BOARD OF DIRECTORS

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Tyler Junior College

Deana Sheppard, EdD.

9-1-1 Network of East Texas

Vacant

BOARD OF DIRECTORS

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UPSHUR COUNTY (3)

Judge Todd Tefteller

Vacant

Vacant

CITIES

Big Sandy (1)

Mayor Linda Baggett **

East Mountain (1)

Mayor Marc Covington

Gilmer (1)

Mayor Tim Marshall

Ore City (1)

Mayor Angela Edwards

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Ore City ISD

Vacant

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Upshur-Gregg Soil and Water Conservation District #417

Vacant

VAN ZANDT COUNTY (3)

Judge Andy Reese

Vacant

Vacant

CITIES

Canton (1)

Mayor Lou Ann Everett-Berry

Edom (1)

Mayor Barbara Crow**

Edgewood (1)

Mayor Stevan Steadham**

Fruitvale (1)

Mayor Susan Moore **

Grand Saline (1)

Mayor Kathy Smith **

Van (1)

Mayor Pro-Tem Ernie Burns (shuggins@vantx.gov)

Wills Point (1)

Mayor Mike Jones**

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Grand Saline ISD

Vacant

BOARD OF DIRECTORS

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WOOD COUNTY (2)

Judge Kevin White

Vacant

CITIES

Alba (1)

Mayor Paul Kelbe **

Hawkins (1)

Mayor Kayla Ross ** 5.2026

Mineola (1)

Mayor Jayne Lankford **

Quitman (1)

Mayor Randy Dunn

Winnsboro (1)

Mayor Randy Parrish **

Yantis (1)

Mayor John Norris III **

INDEPENDENT SCHOOL DISTRICTS (1 Collectively)

Vacant

OTHER SPECIAL PURPOSE DISTRICTS (1 Collectively)

Wood Soil and Water Conservation District #444

Mr. W. Benton Bryant

RIVER AUTHORITIES (2)

Trinity River Authority (1)

Vacant

Sabine River Authority (1)

Darrin Rudolph

EX-OFFICIO MEMBERS OF STATE LEGISLATORS

Senator Bryan Hughes, District 1

EXECUTIVE COMMITTEE ROSTER 2025-2026

Mayor James Wansley. Chairman
City of Whitehouse

Whitehouse, TX 75791
jwansley@whitehousetx.org

Judge A. J. Mason, 1st Vice Chair
Camp County

Pittsburg, TX 75686 Lisa Charlton
AJMason@co.camp.tx.us

Commissioner Ralph Caraway Sr.
Smith County 2nd Vice Chairman

Tyler TX 75702
revcarawaysr@gmail.com **
Rcaraway2@smith-county.com

City Commissioner Tate Barber
Panola County 3rd Vice Chairman
City of Carthage

Carthage, TX 75633

Commissioner Rashad Mims
Anderson County Secretary-Treasurer

Palestine, TX 75801
kstarkey@co.anderson.tx.us

Marion County **VACANT**

Commissioner Chuck McHam
Henderson County

Murchison, TX 75778
cmcham@henderson-county.com

Mayor Randy Dunn
City of Quitman
401 E. Goode St.

Mayor@quitmantx.org

Commissioner William Hatfield
Harrison County

Marshall, TX 75670
williamdh@co.harrison.tx.us
ccadmin@co.harrison.tx.us

Commissioner Robert Kuykendall
Rusk County

Henderson, TX 75652
Rkuykendall@co.rusk.tx.us
Pct2@ruskcountytx.gov

Judge Bill Stoudt
Gregg County

Longview, TX 75601
Bill.Stoudt@co.gregg.tx.us

Councilman Ben Middlebrooks.
City of Rusk

Rusk, TX 75785

Commissioner Jeremy Cook
Rains County

Emory, TX 75440
Jeremy.cook@co.rains.tx.us

Mayor Kristen Ishihara
City of Longview

Longview, TX 75601
kishihara@longviewtexas.gov
bbooth@longviewtexas.gov

Judge Andy Reese
Van Zandt County

Christi Taylor
Canton, TX 75103
[judgereese@vanzandtcountry.org](mailto:judgeteese@vanzandtcountry.org)

Upshur County **VACANT**

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, the Commissioners Court of Smith County, Texas considered adopting a resolution reappointing a board member to the East Texas Council of Governments (ETCOG), Executive Committee as 1st Vice Chair;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Smith County, Texas hereby reappoints _____ to serve on the East Texas Council of Governments (ETCOG) Executive Committee as 1st Vice Chair.

WITNESS OUR HANDS THIS 28th day of July, A.D. 2026.

Neal Franklin
County Judge

Christina Drewry
Commissioner, Precinct 1

John Moore
Commissioner, Precinct 2

J Scott Herod
Commissioner, Precinct 3

Ralph Caraway, Sr.
Commissioner, Precinct 4

5

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

Submission Date: 07/15/2026	Submitted by: T. Wilson
Meeting Date: 07/28/2026	Department: Comm. Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: TxDOT Request for Property Right of Entry	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to approve a temporary access easement to allow TxDOT to enter County Property located at 12828 FM 3311 (Owentown) storage facility/yard.	
Background: TxDOT is requesting access to the Owentown storage facility and yard to conduct topographic and environmental testing for the project to widen I-20, from FM 14 E. to Hwy 155. TxDOT or its contractors BGE, Inc. will be conducting the testing.	
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: 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 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 # _____

REQUEST FOR PROPERTY RIGHT OF ENTRY

Date: July 9, 2026
Owners Name: SMITH COUNTY
OWENTOWN JP CONST OFFICE
Address: PO BOX 2011
TYLER, TX 75710-2011
Property ID: 75822
Legal Description: OWENTOWN BLOCK 51 LOT 9-11

Location: IH 20
From FM 14, E to SH 155
Smith County, Texas
TxDOT Tyler District
CSJ: 0495-05-058

The Texas Department of Transportation (TxDOT) is proposing improvements to widen Interstate Highway (IH) 20 from Farm-to-Market (FM) 14, E to State Highway (SH) 155 in Smith County, Texas. TxDOT and/or its agents, including BGE, Inc. (engineers, environmental, and surveyors) and its subproviders have begun performing surveying, preliminary design and environmental studies for the above mentioned project.

The project team is respectfully requesting written permission to enter your property adjacent to IH 20 to gather topographic and environmental survey data to assist in completing the planning stage of the project. No construction timeframe/schedule has been determined at this time. The assessment for determining the environmental impact includes items such as wetlands, archeological sites and hazardous materials. Utmost caution will be used to leave your property exactly as we find it, with a minimal amount of small brush and limb cutting along with temporary marking of underground utilities during our engineering and land surveying operations. We will make every effort to prevent disruption of normal property use. Entry into buildings/dwellings is not required.

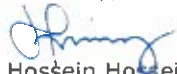
If required, the extent of an archeological survey would consist of digging approximately 12" diameter holes and sifting the excavated soil for any archeological evidence. These shovel test holes would be backfilled and compacted as soon as the soil from the holes has been examined. TxDOT asks your permission to keep any artifacts that may be discovered during an archeological survey for further examination as required by the Texas Historical Commission. An additional notice would be provided for your approval if more extensive digging were required.

If this property has been sold, please provide the name and address of the new owner. If there are any lessees or tenants on the property who should be contacted, please note that on the form below. If you have access to a fax machine or computer scanner, we would appreciate your faxing or e-mailing us a copy of your signed authorization to 972-464-4899/hhosseiny@bgeinc.com and dylan.mccord@txdot.gov before you mail the original. We have also enclosed a copy of this letter for you to keep for your records. Every effort will be made by the project team to meet your special requirements.

If you have any questions, please feel free to call me at 972-464-4822. You may also contact Dylan McCord with the Texas Department of Transportation at 903-510-9116 if you have further questions about the proposed project. Please return this completed form in the enclosed self-addressed, stamped envelope to BGE, Inc.

Thank you for your cooperation.

Sincerely,



Hossein Hosseiny, PE
Sr. Project Manager

Permission is hereby granted for uses and purposes herein described.

Owner's Name (print) _____ Date _____

Owner's Signature _____ Owner's Phone No. _____

Special Comments, Instructions, Locked Gate Combinations, Lessee's or Tenants' Names, Addresses and Phone Numbers:

REQUEST FOR PROPERTY RIGHT OF ENTRY

Date: July 9, 2026
Owners Name: SMITH COUNTY
OWENTOWN JP CONST OFFICE
Address: PO BOX 2011
TYLER, TX 75710-2011
Property ID: 75822
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From FM 14, E to SH 155
Smith County, Texas
TxDOT Tyler District
CSJ: 0495-05-058

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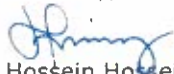
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Thank you for your cooperation.

Sincerely,



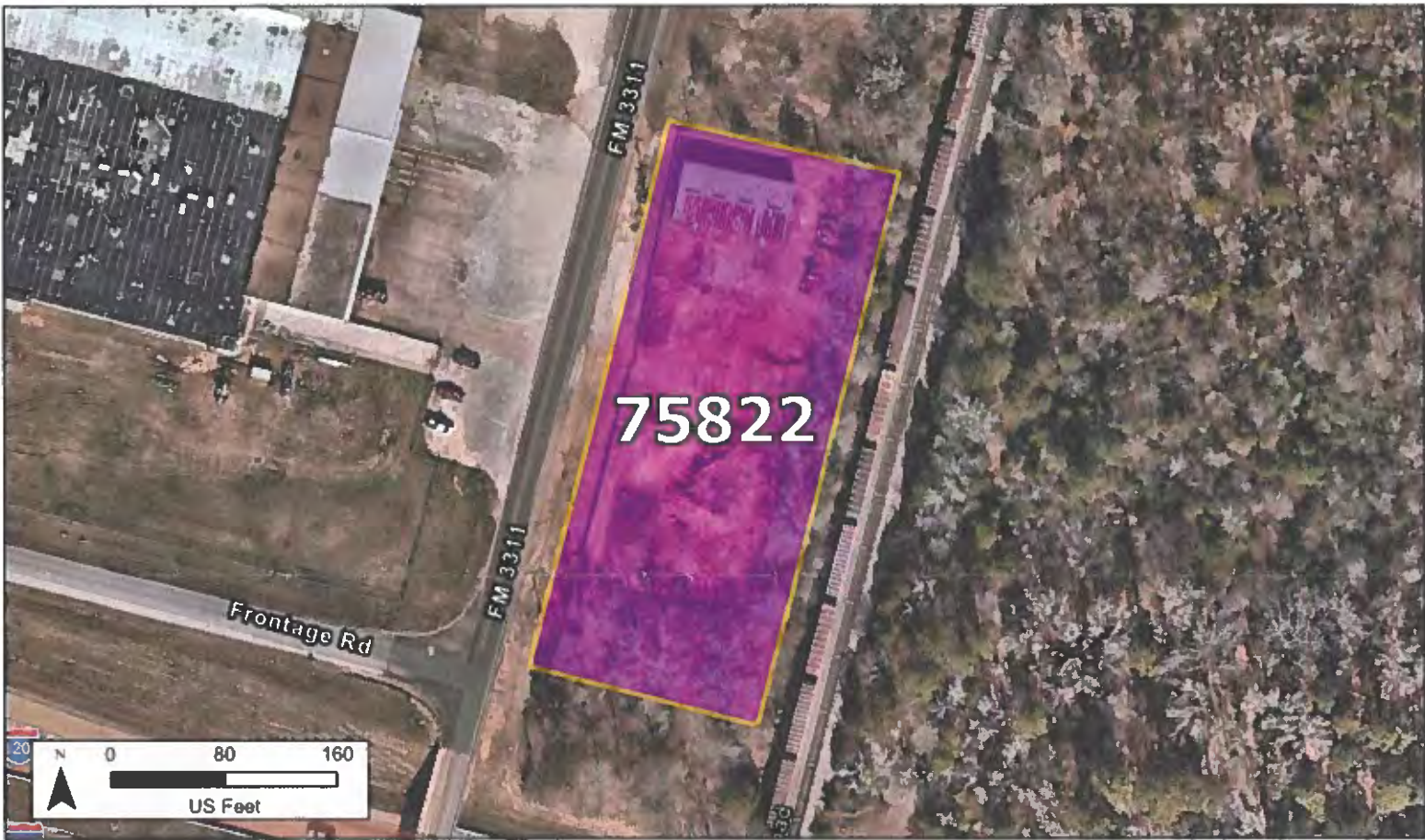
Hossein Hosseiny, PE
Sr. Project Manager

Permission is hereby granted for uses and purposes herein described.

Owner's Name (print) _____ Date _____

Owner's Signature _____ Owner's Phone No. _____

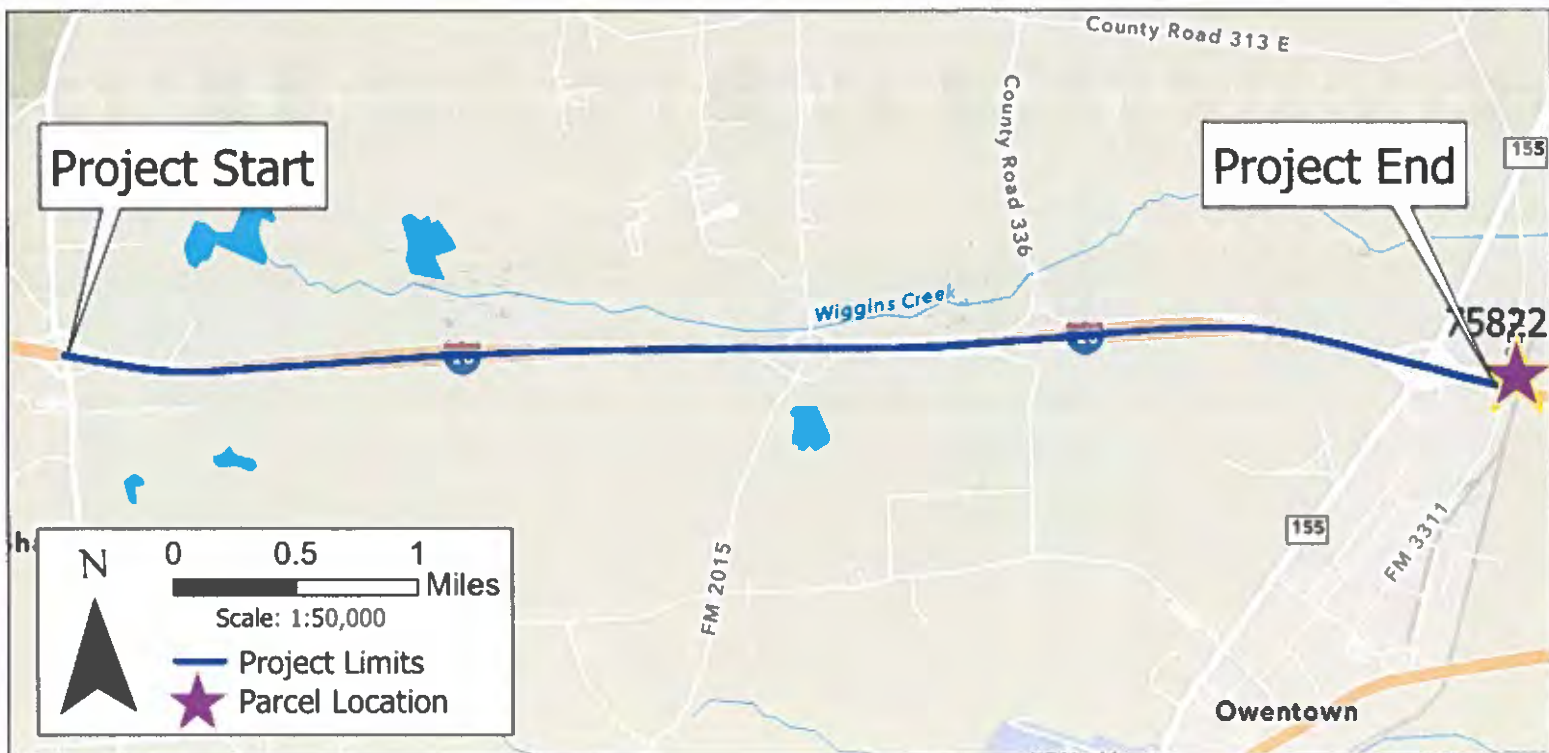
Special Comments, Instructions, Locked Gate Combinations, Lessee's or Tenants' Names, Addresses and Phone Numbers:



IH 20 Tyler Project

Parcel ID: 75822

Owner: SMITH COUNTY



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

Submission Date: 7-15-2026	Submitted by: GARY B BARBER
Meeting Date: 7-28-2026	Department: TAX OFFICE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: GOVERNMENT WINDOWS CREDIT CARD AGREEMENT	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: TO APPROVE AN AGEEMENT WITH GOVERNMENT WINDOW, LLC FOR CREDIT CARD SERVICE	
Background: THIS CHANGE WILL IMPROVE CUSTOMER SERIVCE IN THE SMITH COUNTY AUTO DEPARTMENT AND ELIMINATE CLERKS ENTERING THE WRONG TRANSACTION AMOUNT.	
Financial and Operational Impact: \$0.00	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: GARY B BARBER	Email: gbarber@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 # _____

No Term, Non-Exclusive SaaS Agreement



Government Window, LLC (the "Principal") of 175 Townpark Drive NW., Suite 425, Kennesaw GA 30144, hereby grants:

Smith County (TX)

Name of End-User (Licensee)

of

200 E. Ferguson, Suite 100, Tyler, TX 75702

Full Address

a non-exclusive license to use the Licensed Items defined in Schedule "A" hereunder

Schedule "A" - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

	Module	Contact Person	Telephone #	Function	Rate
	Court Fines and Fees	Karen Phillips	(903) 590-4670	W/P/I/T	
	Bail			W/P/I/T	
	Probation			W/P/I/T	
	Child Support			W/P/I/T	
	Business Licenses			W/P/I/T	
	Permits			W/P/I/T	
	Property Tax	Gary Barber	903-590-2920	W/P/I/T	pg. 2
	DMV Tags	Gary Barber	903-590-2920	P W/P/I/T	pg. 2
	Parks & Recreation			W/P/I/T	
	Income Tax			W/P/I/T	
	Schools			W/P/I/T	
	Donations			W/P/I/T	
	Misc Payments			W/P/I/T	
	Records & Deeds	Gary Barber	903-590-2920	W/P/I/T	pg. 2
	eStore			W/P/I/T	
	Patient Bills			W/P/I/T	
	Utilities			W/P/I/T	
	Garbage			W/P/I/T	

Stipulations & Notes: *(please define:)*

1. Motor Vehicle - service fees will be 2.19% Tax and Record request - service fees will be 2.30%

Credit card minimum will be \$1.50

2. The Smith County online payment portal, customer service, equipment and installation, all come at no cost to the Smith County Tax Collector Office or to Smith County.

3. Accepted form of payments shall be Visa, MasterCard, American Express and Discover

4. eCheck rate will be \$0 per transaction and include instant verification.

5. County Clerk services rate will be 2.19 credit card minimum \$2.00

Unless otherwise stipulated, there is no cost to the End-User/Licensee for any equipment, development, maintenance, and support offered by the Principal provided the End-User/Licensee is not in breach of any of the conditions as defined in the Agreement. All costs are covered by service fees charged to the End-User's clients/customers upon using any of the Licensed Items.

Service fees will be determined and agreed upon by both Parties before any work is performed, and be based on the payment type, expected volume, and number of payment types implemented.

For Government Window LLC (the Principal):	For End-User /Licensee
Signed: _____	Signed: _____
Scott Kenney	
Name: _____	Name: _____
CEO	
Title: _____	Title: _____
Date: _____	Date: _____

Software as a Service Agreement

1. Definitions

- 1.1 "**Principal**" shall mean Government Window LLC of 175 Townpark Drive NW, Suite 425, Canton, Georgia 30144, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** interchangeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal period if so stipulated are collectively

defined as the "**Services Term**." At the end of the **Services Term**, all rights to access or use of the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

3. The End-User agrees:

- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any -copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this **Agreement** or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

4. Termination

- 4.1 This **Agreement** shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this **Agreement** to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this **Agreement** or the **End-User** terminates this **Agreement** prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this Agreement.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

6. **b0:2a:43:47:9f:bd** Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause and to the extent permitted by Law in the state of Georgia, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the

event of the **End-User** or any third party attempting to modify or effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

7. Legal

- 7.1 To the extent permitted by Georgia law, the **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Texas and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Smith County in Texas in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.

7

SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/09/2026	Submitted by: Timothy Hollis
Meeting Date: 07/28/2026	Department: County Auditor's Office
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Smith County 911 Emergency Communications District Proposed FY 2026-2027 Operating Budget	
Agenda Category: ☒ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Review, discuss, and consider approval of the Smith County 911 Emergency Communications District FY 2026-2027 Proposed Operating Budget, and take any necessary action.	
Background: This item is related to the interlocal agreement signed between Smith County and the Smith County 911 Emergency Communications District, effective October 1, 2025 through Sept 30, 2028.	
Financial and Operational Impact: Pursuant to the interlocal agreement currently in effect, Smith County pays an annual fee of \$35,000.00 to obtain access to and the use of the aerial photography and related GIS information described in the executed interlocal agreement.	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☒ No ☐	
Return Signed Documents to the following:	
Name: Timothy Hollis	Email: thollis@smith-county.com
Name: Bill Morales	Email: bmorales@911district.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 # _____



June 29, 2026

Karin Smith
Auditor
200 E Ferguson Suite 100
Tyler TX 75702

Dear Ms. Smith,

The Smith County 9-1-1 Communications District is pleased to submit the Proposed FY 2026-2027 District Operating Budget for consideration by the Smith County Commissioners' Court. It was reviewed and approved for submittal by the District Board of Managers on June 25th, 2026. As per the Health & Safety Code 772, the budget must now be submitted to the Smith County Commissioners Court and the municipalities within the district for their review and comments regarding the budget.

The proposed FY 2026-2027 budget has been split into two different budgets. The 911 Budget (pages 1-11) is subject to the review process as per Health and Safety Code Section 772. The 911 Budget provides a detailed line-item breakdown of anticipated income and expenses for the upcoming fiscal year. This budget is related directly to the delivery of the 911 call and management of the 911 network. The SC 911 District continues our commitment to working in partnership and supporting Smith County Sheriff's Office and Fire Marshalls Office with the following items include in this year's budget:

- \$500,000.00 in upgrades to hardware/software/network at all dispatch call-taking positions at the SCSO Dispatch Center. This will provide the latest equipment and technology to assist dispatchers and first-responders in responding to 911 calls.
- \$10,000 in funding specifically for SCEOC PSAP Project Participation funding to support and improve dispatch services and facilities.
- \$10,000 in shared funding for training, pre-employment testing, and support of dispatch staff.

The GIS Consortium budget (pages 12-14) provides the detailed income/expenses for the GIS Consortium (SC911 District, City of Tyler, SCAD, and Smith County). SC911 District serves as the liaison for the GIS Consortium by inter-local agreement with each agency, and is, by agreement, the agency responsible for providing administrative support for the Consortium. The GIS Consortium is responsible for the management and update to the county wide aerial photography and other GIS data used by both the agencies and citizens. This budget includes funds entrusted to the District by the other members of the consortium, but those funds are not available to meet general SC911 District expenses. It is being provided for your information as part of our overall operation.

The district requests that you review the Smith County 9-1-1 Communications District Proposed Fiscal Year 2026-2027. Budget and place it on the Commissioners Court agenda for approval by **September 18th, 2026**. I am available to attend the meeting to answer any questions regarding the budget. I can be contacted at 903-566-8911.

Respectfully,

Bill Morales
District Director



BUDGET APPROVAL
2026-2027

City of _____

Meeting Date: _____

The Smith County Commissioners Court took the following action on the Smith County 9-1-1 Communications District Fiscal Year 2026-2027 Budget:

_____ Approve

_____ Not Approve

Verified By:

Name

Title

Signature

Date

Please return completed form to:
Smith County 9-1-1 Communications District
Fax: 903-561-3329
EMAIL: bmorales@911district.com
205 Shelley Drive
Tyler, TX 75701



**E M E R G E N C Y
COMMUNICATIONS DISTRICT**

SMITH COUNTY, TEXAS

**2026/2027
OPERATING
BUDGET**

Approved for Review: 06/25/2026

Final Approval :

6/29/2026

	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
<i>Beginning Operating Fund Balance</i>			\$ 1,565,950.13	\$ 3,510,111.01	\$ 3,832,328.27
INCOME					
SERVICE USER FEES	\$ 1,898,859.36	\$ 2,000,573.02	\$ 1,939,063.00	\$ 1,963,458.00	\$ 1,877,300.00
OTHER INCOME	\$ 1,409,498.97	\$ 502,177.90	\$ 2,538,808.36	\$ 423,293.27	\$ 146,530.22
TOTAL INCOME	\$ 3,308,358.33	\$ 2,502,750.92	\$ 4,477,871.36	\$ 2,386,751.27	\$ 2,023,830.22
EXPENDITURES					
9-1-1 SYSTEM EXPENSES	\$ 1,314,538.24	\$ 1,007,118.97	\$ 4,095,882.04	\$ 987,564.69	\$ 3,701,865.03
PERSONNEL EXPENSES	\$ 634,422.15	\$ 627,744.98	\$ 707,473.42	\$ 647,684.00	\$ 747,691.07
9-1-1 BUILDING CONSTRUCTION	\$ 250,000.00	\$ 14,039.59	\$ 25,000.00	\$ -	\$ 25,000.00
9-1-1 OPERATING EXPENSES	\$ 666,270.36	\$ 442,262.41	\$ 445,396.64	\$ 429,285.32	\$ 533,657.48
TOTAL EXPENDITURES	\$ 2,865,230.75	\$ 2,091,165.95	\$ 5,273,752.10	\$ 2,064,534.01	\$ 5,008,213.58
<i>Ending Operating Fund Balance</i>			\$ 770,069.39	\$ 3,832,328.27	\$ 847,944.91
SC 911 OPERATING RESERVES (4 Months)					\$ 680,363.20
SC 911 PSAP EQUIPMENT REPLACEMENT FUND BALANCE (2031)				\$ -	\$ 100,000.00
SC 911 COUNTY_911 SERVER ANNEX BUILDING (2027)				\$ -	\$ 50,000.00
SC 911 COUNTY_911 BUILDING MAINTENANCE FUND				\$ -	\$ 10,000.00
<i>Unreserved Operating Fund Balance</i>					\$ 7,581.71

	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
100000 SERVICE USER FEES INCOME					
101000 AT&T Landlines Service Fees Income	\$ 61,680.00	\$ 52,477.08	\$ 54,000.00	\$ 44,554.00	\$ 40,000.00
102000 Brightspeed Landlines Service Fees Income	\$ 6,363.96	\$ 5,132.17	\$ 5,500.00	\$ 5,104.00	\$ 4,500.00
103000 Frontier Landlines Service Fees Income	\$ 4,920.00	\$ 4,999.00	\$ 4,563.00	\$ 3,800.00	\$ 3,800.00
104000 CLEC Landlines Service Fees Income	\$ 204,000.00	\$ 212,848.34	\$ 225,000.00	\$ 220,000.00	\$ 204,000.00
105000 CSEC Wireless Service Fees Income	\$ 1,321,895.40	\$ 1,428,256.97	\$ 1,350,000.00	\$ 1,395,000.00	\$ 1,350,000.00
106000 Voice Over Internet Protocol (VoIP) Service Fees Income	\$ 300,000.00	\$ 296,859.46	\$ 300,000.00	\$ 295,000.00	\$ 275,000.00
Total 100000-Service User Fees Income	\$ 1,898,859.36	\$ 2,000,573.02	\$ 1,939,063.00	\$ 1,963,458.00	\$ 1,877,300.00
200000 OTHER INCOME					
206000 Interest Income -Operating Account	\$ 50,000.00	\$ 51,830.47	\$ 30,000.00	\$ 36,000.00	\$ 30,000.00
202100 Interest Income -911 Equip Fund	\$ 14,712.00	\$ 58,518.79	\$ 15,000.00	\$ 75,000.00	\$ 15,000.00
202300 Interest Income -Grant Fund	\$ 42,000.00	\$ 91,755.39	\$ 20,000.00	\$ 25,000.00	\$ 10,000.00
105500 CSEC -Proposition 8 Broadband Wireless Fund	\$ -	\$ -	\$ -	\$ -	\$ -
213000 Federal Grant Funding Reimbursements-SB8	\$ 257,519.76	\$ 218,252.18	\$ 264,824.52	\$ 242,750.00	\$ 13,418.52
214000 Misc. Income	\$ -	\$ 10,504.53	\$ 10,000.00	\$ 8,885.00	\$ -
217000 UT Health-EMS PSAP Inter-Local Income	\$ 35,658.27	\$ 71,316.54	\$ 35,658.27	\$ 35,658.27	\$ 60,111.70
217500 City of Tyler-IT Back-up Co-location (Electricity)	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00
218000 Income Transfer from Reserves (911 Equipment/Building/Improvements)	\$ 1,009,608.94	\$ -	\$ 2,163,325.57	\$ -	\$ -
Total 200000-Other Income	\$ 1,409,498.97	\$ 502,177.90	\$ 2,538,808.36	\$ 423,293.27	\$ 146,530.22
TOTAL INCOME	\$ 3,308,358.33	\$ 2,502,750.92	\$ 4,477,871.36	\$ 2,386,751.27	\$ 2,023,830.22

ACCOUNT DESCRIPTION	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
500000 9-1-1 SYSTEM EXPENSES					
501000 9-1-1 CIRCUITS/DATABASE CHARGES					
501100 CenturyLink Charges (Circuits/Database)	\$ 13,600.00	\$ 13,703.92	\$ 13,600.00	\$ 13,840.00	\$ 13,700.00
501200 Legacy AT&T Circuit & SR Data Chgs	\$ 52,800.00	\$ 52,044.37	\$ 52,800.00	\$ 51,900.00	\$ 17,600.00
501205 Motorola NGCS			\$ 285,686.52	\$ 285,686.52	\$ 285,686.52
501225 AT&T DIR Circuits (old)	\$ -	\$ -	\$ -	\$ -	\$ -
501250 Suddenlink Circuit Charges	\$ 74,724.00	\$ 67,808.00	\$ 68,340.00	\$ 60,290.00	\$ 30,000.00
501300 Frontier Charges (Circuits/Database)	\$ 10,000.00	\$ 8,612.19	\$ 10,500.00	\$ 5,161.00	\$ 10,500.00
501400 911 DataMaster Databond (ALI Database)	\$ 20,925.00	\$ -	\$ 9,000.00	\$ -	\$ -
501450 AT&T (ALI Databond Circuits)	\$ 3,750.00	\$ 6,937.04	\$ 6,937.04	\$ 4,074.00	\$ -
501500 Suddenlink ALI Databond Circuits	\$ 6,600.00	\$ 13,200.00	\$ -	\$ 3,903.00	\$ -
501600 Greater Harris County 911 (Database Services)	\$ -	\$ 3,652.31	\$ -	\$ -	\$ -
501700 AT&T AVPN 911PSAP Network Access	\$ 174,399.12	\$ 168,307.66	\$ 137,196.36	\$ 143,251.00	\$ 58,250.00
501702 AT&T AVPN 911PSAP Network -Port	\$ 52,636.68	\$ 48,162.58	\$ 35,505.12	\$ 49,934.00	\$ 22,773.70
501703 AT&T Classic	\$ -	\$ -	\$ -	\$ -	\$ 91,617.12
501705 AT&T ADE 911 Server Network	\$ 36,636.24	\$ 36,872.00	\$ 36,642.00	\$ 25,054.00	\$ 36,642.00
501710 AT&T ADI 911 Network	\$ 14,629.44	\$ 14,745.36	\$ 14,760.00	\$ 14,977.00	\$ 14,760.00
501715 AT&T LTE 911 Wireless Backup Network Low Earth Orbit (LEO) Satellite	\$ -	\$ -	\$ -	\$ -	\$ 38,160.00
501720 AT&T AAC 911 Automatic Call-Back Network Long Distance Charges	\$ 5,000.00	\$ 3,444.70	\$ 5,000.00	\$ 2,622.16	\$ 5,000.00
501725 AT&T AAC 911 Automatic Call-Back Network	\$ 4,375.00	\$ 4,391.18	\$ 4,450.00	\$ 4,354.00	\$ 4,450.00
501800 Advanced 911 Network Monitoring -(OnShore)					
Total 501000-Telephone Company Charges	\$ 470,075.48	\$ 441,881.31	\$ 680,417.04	\$ 665,046.68	\$ 629,139.34
502000 911 NETWORK EQUIPMENT PURCHASES	<u>FY 2026/2027</u>	\$ -	\$ -	\$ -	\$ 11,994.00
Low Earth Orbit (LEO) Satellite Equipment	<u>\$ 11,994.00</u>				
Total	\$ 11,994.00				
Total 502000-Wireless Charges	\$ -	\$ -	\$ -	\$ -	\$ 11,994.00
503000 PSAP EXPENSES					
503100 District Owned 911 PSAP Equipment Expenses	\$ 25,000.00	\$ 7,146.64	\$ 3,183,021.00	\$ 105,578.00	\$ 2,658,471.69
	2025/2026 BUDGET	2025/2026 FORECAST	2026/2027 BUDGET		
SCSO PSAP/911 SERVER A	\$ 763,981.00	\$ 19,320.00	\$ 483,901.95		
Tyler PD PSAP	\$ 530,377.00	\$ 19,320.00	\$ 462,327.77		
Lindale PD PSAP	\$ 233,382.00	\$ 19,320.00	\$ 259,660.41		
Overton PD PSAP	\$ -	\$ -	\$ -		
DPS-Tyler (Secondary PSAP)	\$ 233,382.00	\$ 19,320.00	\$ 249,394.94		
UT Health_EMS (Secondary PSAP)	\$ 907,042.00	\$ 19,320.00	\$ 537,862.35		
TJC PD PSAP (Secondary PSAP)	\$ 101,040.00	\$ -	\$ -		
SC911 DO (911 Server B/Backup PSAP)	\$ 413,817.00	\$ 8,978.00	\$ 341,674.27		
ROUTERS/UPS/ECATS (ALL PSAPs)	\$ -	\$ -	\$ 323,650.00		
	\$ 3,183,021.00	\$ 105,578.00	\$ 2,658,471.69		

ACCOUNT DESCRIPTION	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
503000 PSAP EXPENSES (Continued)					
503200 9-1-1 System Expenses	\$ 445,128.76	\$ 352,831.76	\$ 26,100.00	\$ 26,100.00	\$ 310,760.00
ITEM 2026/2027 Budget					
Gold Tier Network Management Support	\$ 32,760.00				
24/7 Network Monitoring/Ticketing Service	\$ 26,100.00				
Router/Firewall Upgrade Programming	\$ 46,900.00				
24/7 Security Operations (Active SOC services)	\$ 90,000.00				
AT&T Managed Services(Network)	\$ 105,000.00				
Miscellaneous System Expenses	\$ 10,000.00				
	\$ 310,760.00				
503500 PSAP Project Participation Funds	\$ 320,000.00	\$ 166,797.64	\$ 155,000.00	\$ 142,549.72	\$ 40,000.00
	2025/2026 BUDGET	2025/2026 FORECAST	2026/2027 BUDGET		
SCSO PSAP	\$ 125,000.00	\$ 96,000.00	\$ 10,000.00		
Tyler PD PSAP	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00		
Lindale PD PSAP	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00		
DPS-Tyler (Secondary PSAP)	\$ -	\$ -	\$ -		
UT Health-EMS (Secondary PSAP)	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -		
SC 911 District Office HQ	\$ -	\$ 4,549.72	\$ 5,000.00		
Other Agencies	\$ 10,000.00	\$ 17,000.00	\$ 10,000.00		
	\$ 155,000.00	\$ 142,549.72	\$ 40,000.00		
503700 911 Wireless Testing Program Expenses (testing phone -all carriers)	\$ 7,000.00	\$ 3,925.00	\$ 4,000.00	\$ 3,573.57	\$ 4,000.00
503900 PSAP Interpreter Services	\$ 7,000.00	\$ 6,479.88	\$ 7,000.00	\$ 4,759.92	\$ 7,000.00
Total 503000-PSAP Expenses	\$ 804,128.76	\$ 537,180.92	\$ 3,375,121.00	\$ 282,561.21	\$ 3,020,231.69
504000 EMERGENCY AGENCY EXPENSES					
504500 Dispatcher Pre-Employment Testing (on-line)	\$ 5,334.00	\$ 5,344.00	\$ 5,344.00	\$ 5,419.00	\$ 5,500.00
504800 Emergency Notification System -(funding for agencies)	\$ 35,000.00	\$ 22,712.74	\$ 35,000.00	\$ 34,537.80	\$ 35,000.00
Total 504000-Emergency Agency Expenses	\$ 40,334.00	\$ 28,056.74	\$ 40,344.00	\$ 39,956.80	\$ 40,500.00
TOTAL 911 SYSTEM EXPENSES	\$ 1,314,538.24	\$ 1,007,118.97	\$ 4,095,882.04	\$ 987,564.69	\$ 3,701,865.03

ACCOUNT DESCRIPTION	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUALS	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
600000 PERSONNEL EXPENSES					
601000 601100 Employee Wages	\$ 416,381.90	\$ 403,434.22	\$ 460,910.58	\$ 410,822.00	\$ 475,598.92
601700 Merit Raise Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Total 601000-Salaries	\$ 416,381.90	\$ 403,434.22	\$ 460,910.58	\$ 410,822.00	\$ 475,598.92
602000 TAXES AND FRINGE BENEFITS					
602101 Medicare	\$ 6,037.54	\$ 6,384.77	\$ 6,683.20	\$ 6,545.00	\$ 6,896.18
602102 FICA	\$ 25,815.68	\$ 27,300.37	\$ 28,576.46	\$ 27,974.00	\$ 29,487.13
602103 State Unemployment Tax Expenses	\$ 1,575.00	\$ 1,575.00	\$ 1,890.00	\$ 1,890.00	\$ 2,140.20
602201 Employee Dental/Vision	\$ 3,194.40	\$ 3,026.40	\$ 3,194.40	\$ 2,440.00	\$ 3,481.80
602203 Employee Healthcare/Life	\$ 57,479.40	\$ 57,468.00	\$ 66,121.20	\$ 62,640.00	\$ 84,202.56
602205 Workers Compensation Insurance	\$ 1,229.00	\$ 1,349.42	\$ 2,074.10	\$ 1,419.00	\$ 1,354.00
602206 Dependent Coverage Participation	\$ 28,944.24	\$ 28,851.12	\$ 31,248.60	\$ 31,248.00	\$ 34,735.88
602207 LTD/STD Insurance	\$ 7,609.80	\$ 5,819.04	\$ 8,423.60	\$ 8,529.00	\$ 8,647.93
602300 TCDRS Employee Retirement Contributions	\$ 75,614.95	\$ 81,996.40	\$ 87,711.28	\$ 83,537.00	\$ 90,506.47
602301 Retired Employee Insurance Reimbursement	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00	\$ 6,140.00
602400 Cell Phone Reimbursement	\$ 4,400.24	\$ 4,400.24	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Total 602000-Taxes and Fringe Benefits	\$ 218,040.25	\$ 224,310.76	\$ 246,562.84	\$ 236,862.00	\$ 272,092.15
TOTAL 600000 PERSONNEL EXPENSES	\$ 634,422.15	\$ 627,744.98	\$ 707,473.42	\$ 647,684.00	\$ 747,691.07

ACCOUNT DESCRIPTION	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUALS	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
650000 BUILDING CAPITAL EXPENSES					
651000 Acquisition/Construction Cost -District Office/Annex	\$ 250,000.00	\$ 14,039.59	\$ 25,000.00	\$ -	\$ 25,000.00
Total 651000-Capital Expenses	\$ 250,000.00	\$ 14,039.59	\$ 25,000.00	\$ -	\$ 25,000.00
700000 GENERAL EXPENSES					
701100 Rents/Lease	\$ -	\$ 1,802.49	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
701201 Telephone/Cable/Internet - District Office	\$ 8,937.36	\$ 16,773.27	\$ 16,500.00	\$ 18,265.00	\$ 18,500.00
701202 Electricity - District Office	\$ 10,500.00	\$ 13,382.26	\$ 12,000.00	\$ 30,575.00	\$ 35,000.00
701203 Natural Gas -District Office	\$ 2,000.00	\$ 786.47	\$ 2,000.00	\$ 861.00	\$ 2,000.00
701204 Trash/Water/sewer- District Office	\$ 4,000.00	\$ 5,086.17	\$ 5,000.00	\$ 5,763.00	\$ 6,000.00
701205 Alarm Monitoring Service	\$ 2,000.00	\$ 1,211.00	\$ 2,000.00	\$ 1,336.00	\$ 1,500.00
701209 Mobile Data Device (hotspot)	\$ 1,000.00	\$ 4,115.76	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
701210 Copier/Plotter Expense	\$ 5,200.00	\$ 4,770.00	\$ 5,000.00	\$ 3,274.00	\$ 5,000.00
Total 700000-General Expenses	\$ 33,637.36	\$ 47,927.42	\$ 46,950.00	\$ 64,524.00	\$ 72,450.00
701300 REPAIRS AND MAINTENANCE					
701302 Equipment/Furniture repairs (non-contract)	\$ 6,500.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
701303 Generator MC (2x/yr) /Remote Monitoring	\$ 1,500.00	\$ 758.29	\$ 2,365.00	\$ 2,365.00	\$ 2,450.00
701304 Janitorial/Window Expenses	\$ 10,500.00	\$ 11,190.00	\$ 10,780.00	\$ 11,123.00	\$ 11,500.00
701305 Grounds Maintenance	\$ 3,000.00	\$ 2,592.50	\$ 3,000.00	\$ 3,650.00	\$ 4,000.00
701306 HVAC Quarterly Maintenance	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
701307 Building Maintenance (non-contract)	\$ 20,000.00	\$ 4,746.23	\$ 20,000.00	\$ 1,900.00	\$ 25,000.00
701311 IT Room Expenses (HVAC/Monitors/Etc)	\$ 150,000.00	\$ 136,822.37	\$ 20,000.00	\$ 10,000.00	\$ 75,000.00
Total 701300-Repairs and Maintenance	\$ 191,500.00	\$ 156,109.39	\$ 62,945.00	\$ 30,838.00	\$ 124,750.00

ACCOUNT DESCRIPTION		2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUALS	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
701350 OFFICE MAINTENANCE CONTRACTS (MC)						
701351 Office Software - MC		\$ 41,200.00	\$ 11,183.08	\$ 24,405.00	\$ 34,085.00	\$ 43,090.84
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL AMOUNT</u>				
GIS Mapping Software	Upgrades/Support	\$ 9,050.00				
Finance Operating Software	Support	\$ 1,600.00				
Time Keeping Software	support	\$ 720.00				
Network Anti-Virus (District Offices)	Support	\$ 515.84				
District Remote Access Software	support	\$ 1,000.00				
District Password Management Software	support	\$ 850.00				
Microsoft 365	subscription	\$ 4,800.00				
SSL Certificates	renewal	\$ 380.00				
Podurance (SOC)	renewal	\$ 7,800.00				
Virtual Server Back-Up Extended Support	support	\$ 2,100.00				
Hypervisor License & Support	renewal	\$ 12,000.00				
Data Archiving	support	\$ 2,275.00				
		\$ 43,090.84				
701352 District Office Network Firewall (hardware/MC)		\$ 21,100.00	\$ 26,613.76	\$ 7,000.00	\$ 14,723.00	-
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>				
Advanced Security License (2/29 renewal)	Upgrade X1	\$ -				
VPN Licence(5/29 Renewal)	support	\$ -				
		\$ -				
701400 PROPERTY & GENERAL INSURANCE						
701402 Property Insurance		\$ 7,000.00	\$ 5,402.74	\$ 7,000.00	\$ 6,321.00	\$ 7,000.00
701403 Cyber-Coverage_TML		\$ -	\$ -	\$ -	\$ -	\$ 2,225.00
701404 General Liability Insurance		\$ 7,500.00	\$ 8,112.44	\$ 9,000.00	\$ 12,924.00	\$ 11,000.00
Total 7013150 Office MC - 701400 Insurance		\$ 76,800.00	\$ 51,312.02	\$ 47,405.00	\$ 68,053.00	\$ 63,315.84
701500 OFFICE OPERATIONS						
701500 Technology						
701501 Office Technolgy New/Replacement		\$ 5,000.00	\$ -	\$ 5,000.00	\$ 63,500.00	\$ 10,000.00
701502 Office Servers/Desktops Computer Hardware/Warranty Replace/New		\$ 53,500.00	\$ 9,000.00	\$ 5,000.00	\$ 3,346.32	\$ 5,000.00
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>				
Laptop (x2)	Replace/Upgrade	\$ 5,000.00				
		\$ 5,000.00				

ACCOUNT DESCRIPTION	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUALS	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
701503 Office Computer Software - New	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 950.00	\$ 5,000.00
701700 Subscriptions/Books/Manuals	\$ 500.00	\$ 245.00	\$ 500.00	\$ 245.00	\$ 500.00
702100 Office Supplies/Printing	\$ 10,000.00	\$ 9,782.68	\$ 10,000.00	\$ 9,000.00	\$ 10,000.00
702101 Office Furniture - New	\$ -	\$ 4,281.83	\$ -	\$ -	\$ -
Total 701500 Expenses	\$ 77,000.00	\$ 31,309.51	\$ 25,500.00	\$ 77,041.32	\$ 30,500.00
710100 RECRUITING					
710101 Drug Testing	\$ 50.00	\$ -	\$ -	\$ -	\$ -
710102 Employee Recruiting	\$ 500.00	\$ 373.46	\$ -	\$ -	\$ -
Total 710100-Recruiting	\$ 550.00	\$ 373.46	\$ -	\$ -	\$ -
710200 PROFESSIONAL FEES					
710201 Accounting	\$ 27,000.00	\$ 6,794.58	\$ 27,000.00	\$ 8,500.00	\$ 25,000.00
710202 Depository Contract Consultant (Next renewal2030)	\$ -	\$ -	\$ 10,000.00	\$ 7,500.00	\$ -
710204 Legal Fees	\$ 10,000.00	\$ 8,185.00	\$ 10,000.00	\$ 5,430.00	\$ 10,000.00
710205 911 Testing/Support Technician	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
710206 Professional Services (non-contract)	\$ 15,000.00	\$ 1,049.40	\$ 15,000.00	\$ 19,200.00	\$ 20,000.00
710208 911 Network Security Expenses	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
710207 Texas 9-1-1 Alliance Participation	\$ 10,500.00	\$ 8,183.00	\$ 10,500.00	\$ 8,183.00	\$ 10,500.00
ITEM ANNUAL AMOUNT Alliance Participation Cost 911 Alliance Counsel \$ 5,500.00 State Affairs Consultant \$ 5,000.00 \$ 10,500.00					
710209 Off-site data storage	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,250.00	\$ 1,500.00
Total 710200-Professional Fees	\$ 114,000.00	\$ 25,711.98	\$ 74,000.00	\$ 51,063.00	\$ 67,000.00

ACCOUNT DESCRIPTION			2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUALS	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
710300 MEMBERSHIPS/DUES			\$ 2,683.00	\$ 1,574.00	\$ 2,596.64	\$ 2,900.00	\$ 2,596.64
<u>NAME</u>	<u>ORGANIZATION</u>	<u>DUES</u>					
Smith County 911 District	ETCOG	\$ 100.00					
Staff	NENA	\$ 735.00					
Staff	APCO	\$ 452.00					
Staff	SCAUG	\$ 100.00					
Board of Managers (NENA/APCO)	NENA/APCO	\$ 940.00					
District	Chamber of Commerce	\$ 150.00					
Staff	Tyler Morning Telegraph	\$ 119.64					
		\$ 2,596.64					
Total 710300-Professional Organizations			\$ 2,683.00	\$ 1,574.00	\$ 2,596.64	\$ 2,900.00	\$ 2,596.64
720000 TRAVEL AND TRAINING						\$	
721000 Staff/Board Travel and Training			\$ 81,000.00	\$ 59,843.25	\$ 81,000.00	\$ 48,500.00	\$ 71,000.00
<u>TRAVEL DETAIL</u>	<u>LOCATION</u>	<u>2026/2027</u>					
<u>NENA</u>		\$ 20,000.00					
9-1-1 Standards Conference	TBD						
9-1-1 Goes to Washington	D.C						
Annual Conference & Expo	TBD						
<u>APCO</u>		\$ 20,000.00					
APCO Emerging Technology	TBD						
APCO National Conference	TBD						
Staff							
<u>911 ALLIANCE/OPERATIONS</u>		\$ 4,000.00					
Monthly mtgs	Dallas						
<u>URISA-GIS Pro 2024</u>		\$ 5,000.00					
GIS/Mapping Staff	TBD						
<u>CSEC</u>		\$ 3,000.00					
Quaartlerly Meeting	Austin						
<u>ESRI</u>		\$ 9,000.00					
Annual Users Conference	CA						
<u>Miscellaneous Training/Development</u>		\$ 10,000.00					
		\$ 71,000.00					
722000 PSAP Travel/Training Funding			\$ 10,000.00	\$ 3,245.00	\$ 10,000.00	\$ 6,500.00	\$ 10,000.00
730602 Luncheons/Dinners Meetings			\$ 5,500.00	\$ 4,200.00	\$ 5,500.00	\$ 5,000.00	\$ 5,500.00
Total 720000-Travel and Training			\$ 96,500.00	\$ 67,288.25	\$ 96,500.00	\$ 60,000.00	\$ 86,500.00

ACCOUNT DESCRIPTION		2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUALS	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
730000 INTEREST/BANK EXPENSES						
730100	Credit Card Fees (NONE)	\$ -	\$ -	\$ -	\$ -	\$ -
730200	Bank Service Charges(NONE)	\$ -	\$ -	\$ -	\$ -	\$ -
Total 730000-Interest/Bank Expenses		\$ -	\$ -	\$ -	\$ -	\$ -
740000 PUBLIC EDUCATION						
740104	Public Education	\$ 30,000.00	\$ 20,794.43	\$ 30,000.00	\$ 20,000.00	\$ 30,000.00
	<u>DESCRIPTION</u>	<u>COST</u>				
	Materials for Schools/Events	\$ 10,000.00				
	Event Participation/Advertising	\$ 10,000.00				
	TC Week	\$ 10,000.00				
		\$ 30,000.00				
Total 740000-Public Education Expense		\$ 30,000.00	\$ 20,794.43	\$ 30,000.00	\$ 20,000.00	\$ 30,000.00
745000 GIS/MAPPING EXPENSES						
745200	Plotter MC/Supplies	\$ -	\$ 276.06	\$ -	\$ -	\$ -
745250	GIS Fiber Connection to Tyler GIS	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 7,200.00
745400	GIS Consortium - SC911 Contribution	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Total 745000-GIS/MAPPING Expense		\$ 30,500.00	\$ 30,776.06	\$ 45,500.00	\$ 45,500.00	\$ 42,200.00
750000 DISTRICT VEHICLE EXPENSES						
750101	Insurance - Autos	\$ 1,600.00	\$ 1,311.24	\$ 2,500.00	\$ 2,366.00	\$ 2,845.00
750102	Repair/Maint. - Autos	\$ 3,000.00	\$ 2,879.65	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
750103	Fuel Expenses	\$ 8,500.00	\$ 4,895.00	\$ 8,500.00	\$ 5,500.00	\$ 8,500.00
750104	District Vehicles Replacement	\$ -	\$ -	\$ -	\$ -	\$ -
Total 750000-District Vehicle Expense		\$ 13,100.00	\$ 9,085.89	\$ 14,000.00	\$ 9,366.00	\$ 14,345.00
TOTAL GENERAL EXPENSES		\$ 666,270.36	\$ 442,262.41	\$ 445,396.64	\$ 429,285.32	\$ 533,657.48
EXPENSES GRAND TOTAL		\$ 2,865,230.75	\$ 2,091,165.95	\$ 5,273,752.10	\$ 2,064,534.01	\$ 5,008,213.58

	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
<i>Beginning Operating Fund Balance</i>				\$ 515,098.39	\$ 536,251.42
<u>INCOME</u>					
GIS CONSORTIUM INTERLOCAL INCOME	\$ 60,000.00	\$ 60,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00
OTHER INCOME	\$ 10,000.00	\$ 23,951.97	\$ 10,000.00	\$ 20,650.00	\$ 10,000.00
TOTAL INCOME	\$ 70,000.00	\$ 83,951.97	\$ 150,000.00	\$ 160,650.00	\$ 150,000.00
<u>EXPENDITURES</u>					
GIS CONSORTIUM EXPENSES	\$ 107,655.00	\$ 52,000.00	\$ 295,615.00	\$ 139,496.97	\$ 166,325.00
TOTAL EXPENDITURES	\$ 107,655.00	\$ 52,000.00	\$ 295,615.00	\$ 139,496.97	\$ 166,325.00
<i>Ending Operating Fund Balance</i>				\$ 536,251.42	\$ 519,926.42
GIS CONSORTIUM - AERIAL PHOTOGRAPHY FUND RESERVE (2028)					\$ 50,000.00
<i>Unreserved Operating Fund Balance</i>					\$ 469,926.42

	2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
100000 GIS CONSORTIUM INTERLOCAL INCOME					
101000 SC911 District	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
102000 Smith County Appraisal District	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
103000 County of Smith TX	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
104000 City of Tyler TX	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Total 100000-GIS CONSORTIUM PARTICIPANTS CONTRIBUTIONS	\$ 60,000.00	\$ 60,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00
200000 OTHER INCOME					
201000 Non-Member Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
202000 Interest Income -GIS Consortium Account	\$ 10,000.00	\$ 23,951.97	\$ 10,000.00	\$ 20,650.00	\$ 10,000.00
203000 SB 8 Federal Grant Income	\$ -	\$ -	\$ -	\$ -	\$ -
203000 Misc. Income	\$ -	\$ -	\$ -	\$ -	\$ -
Total 200000-Other Income	\$ 10,000.00	\$ 23,951.97	\$ 10,000.00	\$ 20,650.00	\$ 10,000.00
TOTAL INCOME	\$ 70,000.00	\$ 83,951.97	\$ 150,000.00	\$ 160,650.00	\$ 150,000.00

			2024/2025 APPROVED AMENDED BUDGET	2024/2025 BUDGET ACTUAL	2025/2026 APPROVED AMENDED BUDGET	2025/2026 BUDGET FORECAST	2026/2027 BUDGET
745200	Aerial Photography (Orthoimagery):	Next Project: 2027/2028	\$ -	\$ -	\$ 150,000.00	\$ 85,639.97	\$ -
745200	Aerial Photography (LIDAR Partnership w/ TNRIIS)		\$ -	\$ -	\$ -	\$ -	\$ -
745250	Aerial Photography -Supplemental		\$ -	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00
745300	Web-Based Mapping Services (WMS)		\$ 53,615.00	\$ 52,000.00	\$ 53,615.00	\$ 53,615.00	\$ 54,600.00
	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL AMOUNT</u>				
	SentryOne SQL Monitoring Software	Support	\$ 1,600.00				
	GIS Data Hosting Service		\$ 52,000.00				
	SSL Certificates (Smithcountymapsite.com)	Support	\$ 1,000.00				
			\$ 54,600.00				
745400	GIS Consortium Projects		\$ 8,040.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
	<u>ITEM</u>	<u>FY 2025/2026</u>					
	GIS Community Outreach		\$ 5,000.00				
	GIS Creator User Fee		\$ 500.00				
	ArcGIS Online Credits-SC911 Access		\$ 500.00				
			\$ 6,000.00				
745600	GIS Consortium Hardware/Software Replacement		\$ 41,000.00	\$ -	\$ 6,000.00	\$ 242.00	\$ 25,725.00
	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL AMOUNT</u>				
	SOL server		\$ 19,725.00				
	Miscellaneous Expense	Support	\$ 6,000.00				
			\$ 25,725.00				
745800	GIS Consortium Professional Services		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Total 745000-GIS Expense			\$ 107,655.00	\$ 52,000.00	\$ 295,615.00	\$ 139,496.97	\$ 166,325.00
TOTAL GENERAL EXPENSES			\$ 107,655.00	\$ 52,000.00	\$ 295,615.00	\$ 139,496.97	\$ 166,325.00

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SMITH COUNTY COMMISSIONERS COURT

AGENDA ITEM REQUEST FORM

Submission Date: 07/20/2026	Submitted by: Jaye Latch
Meeting Date: 07/28/2026	Department: Commissioners Court
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: Request to hold online auction	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to declare the following items surplus and/or salvage, and authorize the Purchasing Department to advertise an online auction beginning August 17th and ending August 31st, in accordance with the Texas Local Government Code 263.152, and remove from inventory: See list attached.	
Background: Auction with be online with GovDeals. There is a link under the Purchasing Department's web page for Online Auctions that will take you directly to GovDeals.com Viewing and pick up will be at 1700 W. Claude Street Tyler, TX Advertisement Dates for the paper: August 5th & 12th	
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 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 # _____

Auction List

- 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
- Y. Cummins Generator- Facility Services



STATE OF TEXAS

COUNTY OF SMITH

§
§
§

IN THE COMMISSIONERS COURT

**ORDER FOR DISPOSITION OF COUNTY SURPLUS
PROPERTY BY AUCTION
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 263.152**

WHEREAS, Texas Local Government Code §263.152 regarding the disposal of county property requires the Commissioners Court to make certain determinations;

WHEREAS, the Smith County has determined that the following items listed below are hereby determined to be surplus or salvage property, as defined by Texas Local Government Code, § 263.151;

WHEREAS, it is in the best interest of the county to sell via public auction the surplus or salvage property listed below; and

WHEREAS, on the 28th Day of July 2026, the Smith County Commissioners Court authorized Court authorized the Purchasing Department to post proper notice and sale at auction of the following items, pursuant to Texas Local Government Code, Chapter 263, Subchapter D:

A. 2009 PONTIAC SEDAN	N. 2010 CHEVROLET TAHOE
B. 2009 GMC SIERRA 3500 HD PICKUP TRUCK	O. 2016 CHEVROLET SILVERADO
C. 2017 FORD EXPLORER	P. 2009 GMC SIERRA 1500
D. 2017 FORD EXPLORER	Q. 2016 FORD TAURUS
E. 2009 GMC SIERRA 1500 PICKUP TRUCK	R. 2012 CHEVROLET TAHOE
F. 2012 FORD E-350 VAN	S. 2012 CHEVROLET TAHOE
G. 2015 CHEVROLET TAHOE	T. 2013 CHEVROLET TAHOE
H. 2015 CHEVROLET EXPRESS VAN	U. 2017 FORD TAURUS
I. 2007 CHEVROLET COLORADO	V. Generac generator- Facility Services
J. 2007 CHEVROLET COLORADO	W. Generac Sentron Generator- Facility Services
K. 2014 FORD EXPEDITION	X. Cummins Generator- Facility Services
L. 2007 CHEVROLET COLORADO	Y. Cummins Generator- Facility Services
M. 2012 CHEVROLET IMPALA	

IT IS THEREFORE ORDERED that the above listed items shall be available for public online auction at GovDeals.com beginning August 17, 2026, and ending August 31, 2026; that Advertisement in a newspaper of general circulation for this auction shall be August 5th and August 12th, and that such items shall be made available for view and pick up at 1700 W. Claude Street, Tyler, Texas.

APPROVED AND SIGNED THIS ____ DAY OF _____, 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

ATTEST: _____
KAREN PHILLIPS, COUNTY CLERK

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SMITH COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Submission Date: 07/20/2026	Submitted by: KAREN NELSON
Meeting Date: 07/28/2026	Department: ROAD & BRIDGE
Item Requested is: ☒ For Action/Consideration ☐ For Discussion/Report	
Title: PLAT	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☒ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Consider and take necessary action to authorize the County Judge to sign the: a. Re-Plat for Veritastis Splendor, Lots 19 and 20, Precinct 3; and b. Re-Plat for the Saye Subdivision, Precinct 3	
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 # _____

OWNER'S STATEMENT:

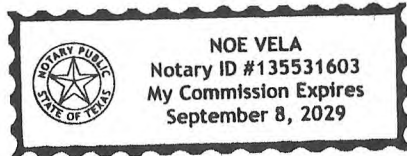
KNOW ALL MEN BY THESE PRESENTS, THAT I, COLBY DANE SAYE, OWNER, DO HEREBY ADOPT THIS PLAT FOR SUBDIVISION BEING PART OF LOT ONE OF THE SAYE SUBDIVISION (PLAT RECORDED IN CABINET F, SLIDE 333 D OF THE PLAT RECORDS OF SMITH COUNTY, TEXAS) IN DEED FROM BECKY GAIL HANSBRO, ET VIR TO COLBY DANE SAYE DATED JUNE 24, 2022 AND RECORDED IN DOCUMENT NUMBER 202201025133 OF THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS AND THAT THE PROPERTY SHOWN HEREON TO BE KNOWN AS "LOT 1A OF THE REPLAT OF SAYE SUBDIVISION". IT FURTHER CERTIFIES THAT ALL TAXES ARE PAID AND NOT DELINQUENT TAX ON THIS PROPERTY.

Colby Dane Saye
COLBY DANE SAYE - OWNER

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, BY

Colby D Saye, THIS THE 13th DAY OF July, 2026.

Noe Vela
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



APPROVAL:

APPROVED BY THE COMMISSIONERS COURT, SMITH COUNTY, TEXAS,

ON THIS THE _____ DAY OF _____, 2026.

COUNTY JUDGE

PLAT RECORDED IN CABINET _____, SLIDE _____.

DATE RECORDED _____

I, GARY D. BAILEY, REGISTERED PROFESSIONAL LAND SURVEYOR, HENDERSON, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY COMPLETED ON THE GROUND UNDER MY DIRECTION AND SUPERVISION JUNE 4, 2026.

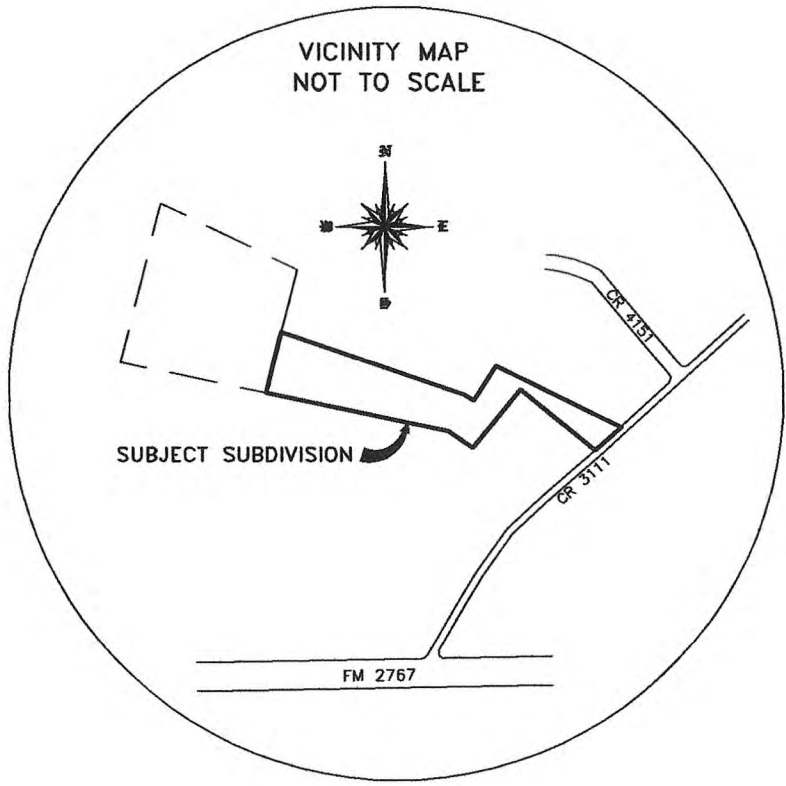
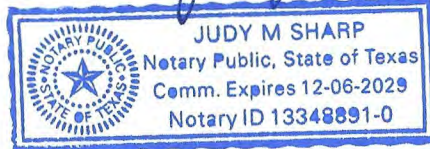
Gary D. Bailey
GARY D. BAILEY, R.P.L.S. NO. 4725
TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
FIRM REGISTRATION NUMBER: 101148-00



SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, BY

Gary D Bailey, THIS THE 2 DAY OF July, 2026.

Judy M Sharp
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



GENERAL NOTES

- VOLUME, PAGE AND INSTRUMENT REFERENCES SHOWN HEREON ARE TO THE OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS.
- REFERENCES CITED HEREON ARE TO RECORD INSTRUMENTS DEFINING THE LOCATION OF ADJOINING BOUNDARIES AND THE NAMES APPEARING WITH SUCH DO NOT NECESSARILY REFLECT OWNERSHIP.
- BEARINGS SHOWN HEREON ARE RELATED TO GRID NORTH, NORTH CENTRAL ZONE OF THE TEXAS STATE PLANE COORDINATE SYSTEM N.A.V.D. 88.
- NO MATERIAL DISCREPANCIES IN BOUNDARY FOUND BETWEEN THE VARIOUS DEED DESCRIPTIONS.
- LINEAR DIMENSIONS ARE IN FEET (HORIZONTAL) UNLESS OTHERWISE NOTED.
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF COUNTY & CITY REGULATIONS AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS SUBDIVISION LIES IN ZONE "X" AS SHOWN ON FEMA PANEL 48423C0300C EFFECTIVE DATE: SEPTEMBER 26, 2008.



BARNES CLARK SURVEY, A-185
SMITH COUNTY, TEXAS

DRAFT

LOT 1
3.993 ACRES

NOTE: 3.993 ACRE TRACT SOLD BY FIELD NOTES TO ADJOINING PROPERTY OWNER "JAMES E. MAULDIN, JR."

JOHN GOLDEN
CALLED 10 ACRES
VOLUME 1779, PAGE 67

MICHAEL CARTER
CALLED 2.00 ACRES
VOLUME 6347, PAGE 57

MICHAEL CARTER
CALLED 0.267 ACRE EASEMENT
VOLUME 6347, PAGE 54

CORNER WITNESS:
1/2" IRON ROD SET WITH
CAP STAMPED "BAILEY 4725"
N63°45'23"W 33.46'

LOT 1A
2.722 ACRES

JAMES E. MAULDIN, JR.
JON ADAM HOPKINS
CALLED 133.22 ACRES
DOCUMENT NUMBER: 202101013722

LOT 2

CORNER WITNESS:
1/2" IRON ROD SET WITH
CAP STAMPED "BAILEY 4725"
N50°32'45"W 25.00'

LINE	BEARING	DISTANCE
LT	S 60°50'39" E	31.19'

LEGEND	
■	1/2" IRON ROD FOUND WITH CAP STAMPED "BAILEY 4725"
CM	CONTROLLING MONUMENT
CR	COUNTY ROAD
X	FENCE
D/C	DEED CALL
P/C	PLAT CALL
○	1/2" IRON ROD SET WITH CAP STAMPED "BAILEY 4725"

SURVEY DATA HEREON PROVIDED BY
C.R. DANIELS & ASSOCIATES
GARY D. BAILEY, R.P.L.S. NO. 4725
P.O. BOX 2291 - 604 S. MARSHALL STREET
HENDERSON, TEXAS 75653
(903) 657-4416 & FAX (903) 655-0198

APPROVED BY: GDB
DRAWN BY: DKB
CHECKED BY: GDB
DATE: JUNE 4, 2026
SCALE: 1" = 100'
CLOSURE: DKB

REPLAT OF LOT 1A
SAYE SUBDIVISION
1 LOT - 2.722 ACRES OF LAND
SMITH COUNTY, TEXAS

SHEET 1 OF 1

JOB NO: 2606011



Subdivision Name: Replat of Saye Subdivision

Adjacent Road: _____

Developer: Celmy Saye Phone: (903) 736-0323

email: _____ Fax: _____

Surveyor: Gary D. Bailey, RPLS Phone: (903) 657-4416

email: dkbailey33@gmail.com Fax: (903) 655-0198

Roadway Length: _____ ft. (centerline)

	Item	Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	<u>kh</u> 7-20-26		
	Plat Fee	\$25 <u>kh</u> 7-20-26	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter			
	Designated Rep. (Pledger) Clearance Letter	See notes below		
	Tax Certificate	<u>kh</u> 7-20-26		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

Notes: Increase lot(s) – Pledger letter “NOT” required
Decrease lot(s) – Pledger letter “IS” required



ENVIRONMENTAL, LLC

- Phone: 903-630-4234
- Address: 3800 Paluxy Dr. Tyler, Texas Suite 230
- Email: Smithcountyossf@yahoo.com

July 9, 2026

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

RE: **Saye Addition Replay of Lot 1A**
Sir,

As required by Title 30 TAC Chapter 285.4c (Review of Subdivision and Development Plans), **Colby Saye** has submitted an application to this office seeking approval of development planning materials for a **Replat of Lot 1A from a 6.715 acre tract** located at [REDACTED], Texas 75662 in Smith County.

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

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

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

Robert Stanley

Robert Stanley, Designated Representative for Smith County

TAX CERTIFICATE FOR ACCOUNT : 16986000000001000

AD NUMBER: R223723

GF NUMBER:

CERTIFICATE NO : 15299961

COLLECTING AGENCY

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

REQUESTED BY

SAYE COLBY DANE

KILGORE TX 75662

DATE : 7/16/2026

FEE : \$10.00

PROPERTY DESCRIPTION

SAYE SUBD LOT 1 (SEE 1.1 MH)
2023 NEW SUBD IMP ONLY SPLIT
2025

0007067 C R 3111

6.715 ACRES

PROPERTY OWNER

SAYE COLBY DANE

KILGORE TX 75662

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

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

CURRENT VALUES			
LAND MKT VALUE:	118,721	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	118,721	LIMITED VALUE:	0
EXEMPTIONS:	General Homestead		
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 7/2026 : \$0.00

ISSUED TO : SAYE COLBY DANE
ACCOUNT NUMBER: 16986000000001000

CERTIFIED BY :

Dorinda Alvarado

SMITH COUNTY





GARY B. BARBER
SMITH COUNTY
P.O. BOX 2011
TYLER, TX 75710-2011
903-590-2920

Original Receipt

Property Account Number:
16986000000001000

Statement Date:

Owner: SAYE COLBY DANE

Mailing Address: SAYE COLBY DANE

KILGORE TX 75662

Property Location:

Acres: 6.715

Legal: SAYE SUBD LOT 1 (SEE 1.1 MH) 2023 NEW
SUBD IMP ONLY SPLIT 2025

Receipt #: 15299962

Deposit #: 202607167943-2025/dalvarado@sm

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID

CERTIFICATE \$10.00

TOTAL PAID \$10.00

Remitted By: SAYE COLBY DANE
7067 COUNTY ROAD 3111
KILGORE TX 75662

Payment Type: CASH

Remaining Amount Due As of 07/16/2026
0.00

AMOUNT TENDERED \$10.00

CHANGE \$0.00

Receipt Tax Year
07/16/2026

SAYE COLBY DANE
7067 COUNTY ROAD 3111
KILGORE TX 75662



Gary B. Barber
Smith County Tax Office
P.O. Box 2011
Tyler, TX 75710-2011
903-590-2920

2025+ Tax Statement

Property Account Number:

169860000000001000

Statement Date: 07/16/2026
Owner: SAYE COLBY DANE
Mailing Address: [REDACTED]
KILGORE TX 75662

Property Location: [REDACTED]
Acres: 6.715
Legal Description: SAYE SUBD LOT 1 (SEE 1.1 MH) 2023 NEW
SUBD IMP ONLY SPLIT 2025
Appraisal Dist. Num: 223723

Exemptions: General Homestead

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	
0	118,721	0	0	0	
Taxing Entities		Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax
CHAPEL HILL I.S.D.		85,400	33,321	1.072900	0.00
SMITH CO EMER SERV#2		0	118,721	0.069649	0.00
SMITH COUNTY		0	118,721	0.364231	0.00
TOTAL BASE TAX					0.00
Total Amount Due					0.00

*ADDITIONAL COUNTY SALES TAX REDUCED YOUR COUNTY AD VALOREM TAX BY \$138.21.

↓ Detach ↓
Return With Payment

2025 +Tax Statement
07/16/2026

223723

SAYE COLBY DANE
[REDACTED]
KILGORE TX 75662



Property Account Number
169860000000001000

Total Amount Due \$0.00

IF PAID IN	AMOUNT DUE
AUG	0.00
SEP	0.00
OCT	0.00
NOV	0.00
DEC	0.00

Please Make Checks Payable To:
Gary B. Barber

2025 00000606174 0000000000 0000000000 0000000000 0000000000 C 001

I, Kevin L. Kilgore, Registered Professional Land Surveyor
No. 4687, Do Hereby Certify That The Plat Shown Hereon Was
Prepared From An Actual Survey Made Under My Direction And
Supervision On The Ground During The Month Of March, 2026.

Given Under My Hand And Seal This 5th Day Of March, 2026.

KEVIN L. KILGORE, R.P.L.S. NO. 4687



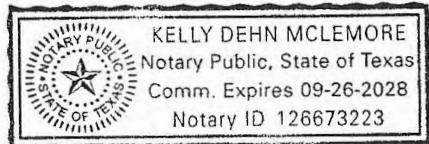
NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

That We, Piotr Mietus and Malgorzata Karepin, are the owners of the tracts shown
hereon, and do hereby adopt this plat designating the hereinabove described
property as it's plan for subdividing into lots and blocks as shown. It is the property
owners responsibility to verify easements prior to constructing any improvements.

BY: Piotr Mietus
Piotr Mietus

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS, THIS 26th DAY OF JUNE, 2026.

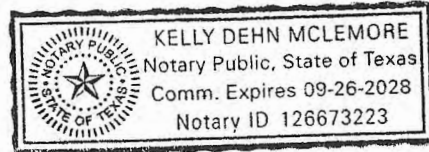
BY: Kelly Dehn Mclemore
NOTARY PUBLIC



BY: Malgorzata Karepin
Malgorzata Karepin

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR
THE STATE OF TEXAS, THIS 26th DAY OF JUNE, 2026.

BY: Kelly Dehn Mclemore
NOTARY PUBLIC



Notes:

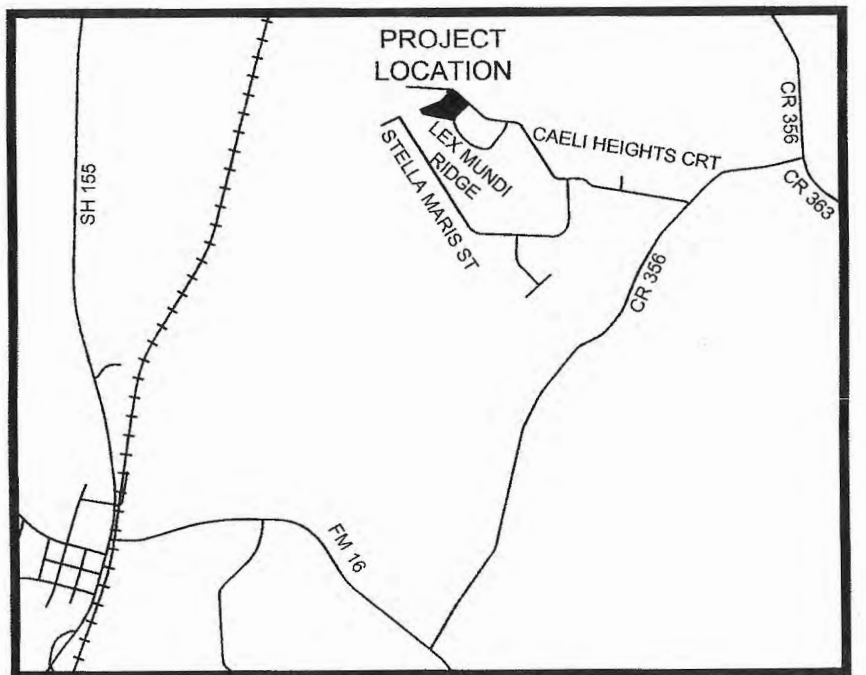
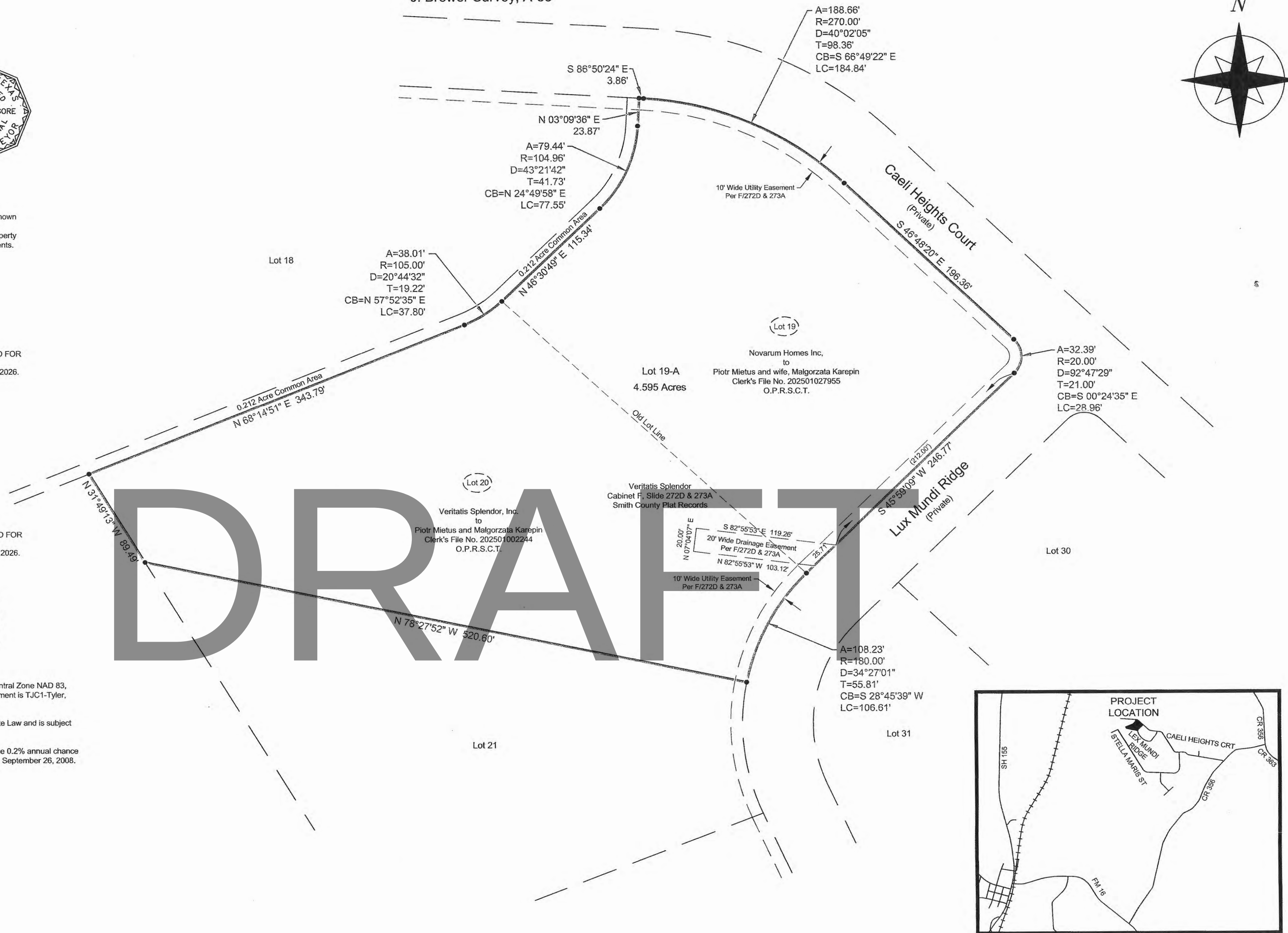
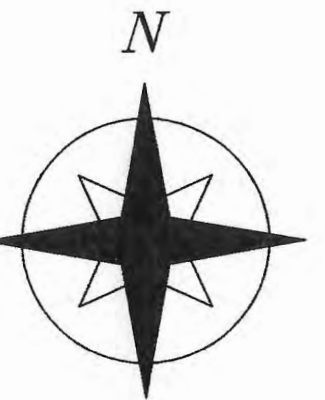
- Bearing basis is the Texas State Plane Coordinate System, Grid North Central Zone NAD 83, (Feet) based on the 1993 adjustment of NAD 83 System. The control monument is TJC1-Tyler, Leica Geosystems Smartnet of North America.
- Selling a portion of this addition by metes and bounds is a violation of State Law and is subject to fines and withholding of utilities and building permits.
- The subject property lies within Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 48423C0125C, effective date, September 26, 2008.

APPROVAL:

This Plat approved by the Commissioners Court of Smith County,
on this the _____ day of _____, 2026

County Judge _____

J. Brewer Survey, A-83



● Denotes 1/2" Iron Rod Found With Cap Stamped "KLK #4687"



202125 FP Resub Lots 19 & 20.dwg

1 OF 1 SHEET NO. CONTRACT NO. 202125			REVISIONS		* Amending Final Plat * Veritatis Splendor Re-subdivision of Lots 19 & 20 J. Brewer Survey, A-83 Smith County, Texas				KLKilgore & Company, Inc. www.kilkilgore.com				6712 Paluxy Drive Tyler, Texas 75703 ○ (903)581-7800 Fax (903)581-3756				○ SURVEYING ○ PLANNING ○ MAPPING TBPLS FIRM NO. 10044500				klk				DESIGNED BY:			
									DRAWN BY: R.T.W.																			
									CHECKED BY: K.L.K.																			
									DATE: March 05, 2026																			
									SCALE: 1" = 60'																			



Subdivision Name: Veritatis Splendor
 Adjacent Road: Lux Mund: Pds.
 Developer: _____ Phone: _____
 email: Kibane KL Kilgore Fax: —
 Surveyor: Kevin Kilgore Phone: _____
 email: _____ Fax: —
 Roadway Length: _____ ft. (centerline)

Item		Date and Initial when received		
		Resub/Lot Line Adjustment	No Roads	With Roads
Prior to Court Submission	Preliminary Plat (2 copies)	Not Required		
	Preliminary Plat Approved	Not Required		
	Final Plat (mylar & 3 prints)	7-14-26 S.B.		
	Plat Fee	\$25 7-14-26 S.B.	\$100	\$250
	Construction Bond (\$20 /ft.)	Not Required	Not Required	
	Testing Fee (\$1.50/ft with Curb & Gutter, \$1/ft without)	Not Required	Not Required	
	911 Clearance Letter	7-14-26 S.B.		
	Designated Rep. (RTS ENVIRON.) Clearance Letter	See notes below		
	Tax Certificate	7-14-26 S.B.		
	Plans and Specifications (2 copies)	Not Required	Not Required	
	TCEQ Permit for Dam (if lake or pond present)			
	Flood Plain Development Permit & Fee (if required)	\$100	\$100	\$100
At Completion of Construction	Final Inspection	Not Required	Not Required	
R/W Accepted as County Road by Commissioners Court	Maintenance Bond (\$30/ft.)	Not Required	Not Required	
	County Rd Number	Not Required	Not Required	

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



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

PLAT, SUBDIVISION & STREET NAME REVIEW
7/13/2026

Reviewed By: Catarina Ridgeway

Veritastis Splendor-resubdivision of lots 19 & 20:

*No addressing issues. We will need to know which address to keep and which one to delete. The current address for lot 19 is 17163 Lux Mundi Rdg. The address for lot 20 is 17157 Lux Mundi Rdg.

TAX CERTIFICATE FOR ACCOUNT : 18335000000020000

AD NUMBER: R218198

GF NUMBER:

CERTIFICATE NO : 15237556

COLLECTING AGENCY

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

REQUESTED BY

K L KILGORE & CO INC

TYLER TX 75703

DATE : 4/29/2026

FEE : \$10.00

PROPERTY DESCRIPTION

VERITATIS SPLENDOR LOT 20 202

2 NEW SUBD

2.432 ACRES

PROPERTY OWNER

MIETUS PIOTR & MALGORZATA KAREPIN

WINONA TX 75792

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

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

CURRENT VALUES			
LAND MKT VALUE:	57,599	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	57,599	LIMITED VALUE:	0
EXEMPTIONS:	23.231 Circuit Breaker Limitation		
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 4/2026 : \$0.00

ISSUED TO : K L KILGORE & CO INC
ACCOUNT NUMBER: 18335000000020000

CERTIFIED BY :

Dorinda Alvarado

SMITH COUNTY



TAX CERTIFICATE FOR ACCOUNT : 18335000000019000

AD NUMBER: R218197

GF NUMBER:

CERTIFICATE NO : 15237558

COLLECTING AGENCY

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

REQUESTED BY

K L KILGORE & CO INC

[REDACTED]
TYLER TX 75703

DATE : 4/29/2026

FEE : \$10.00

PROPERTY DESCRIPTION

VERITATIS SPLENDOR LOT 19 20
22 NEW SUBD

[REDACTED]
2.163 ACRES

PROPERTY OWNER

MIETUS PIOTR & MALGORZATA KAREPIN

[REDACTED]
WINONA TX 75792

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

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

CURRENT VALUES			
LAND MKT VALUE:	77,614	IMPROVEMENT :	0
AG LAND VALUE:	0	DEF HOMESTEAD:	0
APPRAISED VALUE:	77,614	LIMITED VALUE:	0
EXEMPTIONS:			
LAWSUITS:			

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

TOTAL CERTIFIED TAX DUE 4/2026 : \$0.00

ISSUED TO : K L KILGORE & CO INC
ACCOUNT NUMBER: 18335000000019000

CERTIFIED BY :

Dorinda Alvarado

SMITH COUNTY



10

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

Submission Date: 07/20/2026	Submitted by: KAREN NELSON
Meeting Date: 07/28/2026	Department: ROAD & BRIDGE
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: Utility Permits	
Agenda Category: ☒ Briefing Session ☒ Recurring Business ☐ Court Orders ☐ Resolution ☐ Presentation ☐ Executive Session	
Agenda Wording: Receive pipe and/or utility line installation request (notice only): a. County Road 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	
Background:	
Financial and Operational Impact:	
Attachments: Yes ☒ No ☐	Is a Budget Amendment Necessary? Yes ☐ No ☒
Does Document Require Signature? Yes ☐ No ☒	
Return Signed Documents to the following:	
Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

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

SUBMIT

Office Use Only
Agenda Item # _____



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

1. Applicant: Andrea Pickens Date: 7/14/2026
Company Name (if different): CenterPoint Energy Phone: 713-207-4246
Address: 1111 Louisiana St, Ste 1060 Fax: _____
Houston Texas Zip: 77002
24/7 Contact Name: Amaya Yates Phone: _____
Contractor: _____ Phone: _____
Bonding Company: _____ Phone: _____
2. Franchise Holder: _____ Phone: _____
3. Franchise Contact: _____ Phone: _____
4. Location (if applicable, length of installation in feet): 17281 CR 136
Propose to install 100' of 1" IP Pla Svc gas see drawing
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on
the County right-of-way as directed by the Road Administrator/Engineer in accordance with
SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: We will utilize TCP
see attachment

7. Proposed start date: 7/24/ 2026 Completion date: 10/24/2026

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

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

Specific instructions and conditions are as follows:

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

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

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

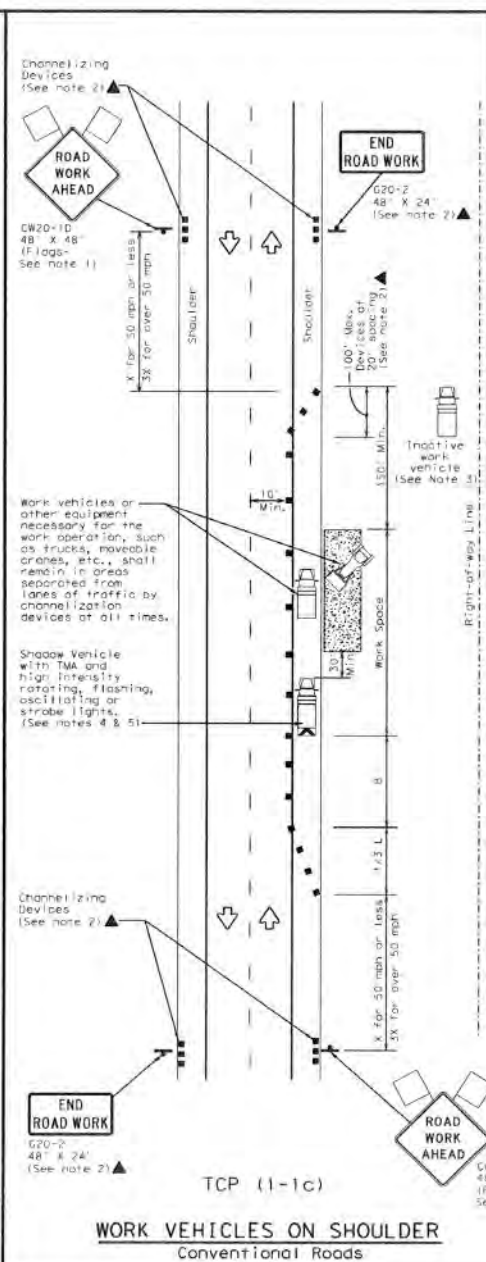
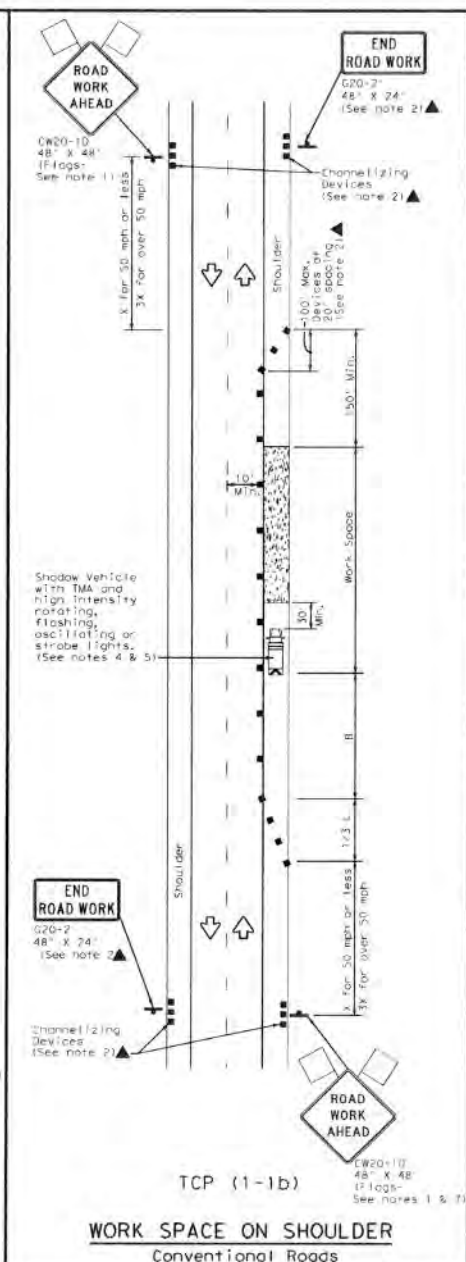
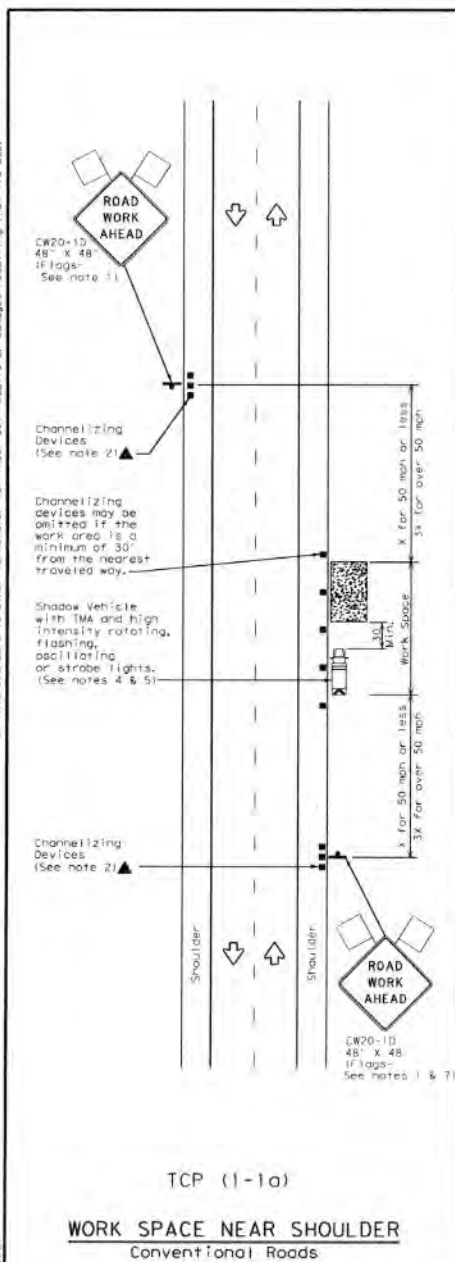
Indemnification: By accepting this permit, the Applicant shall assume all risks and hazards incidental to its use of County right-of-way under this permit and hold harmless the County of SMITH, its officers, employees and agents from any claim arising out of applicants' performance under this permit.

Applicants Signature: Andrea Pickens Date: 7/14 /2026

Approved: [Signature] 7/15/26
Smith County Road Administrator/Engineer

[illegible]

DATE:



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

Plotted Speed	Formula	Minimum Desirable Taper Length		Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing X Distance	Suggested Longitudinal Buffer Space A	
		On Gravel Surface	On Paved Surface	On a Gravel Surface	On a Paved Surface			
30	L = WS/60	15'	65'	18'	30'	60'	120'	90'
35		20%	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L = WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

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

GENERAL NOTES

1. Flare attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance of the work. The Shadow Vehicle may be used longer to assist in road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces. See TIPS-11 for shoulder work on divided highways, expressways and freeways.
6. OET-15 "SHOULDER WORK" signs may be used in place of (R20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways).



**Traffic
Operations
Division
Standard**

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 18

FILE#	top-1-18.dgs	DN#	CN#	DN#	CR#
1x10T	December 1985	CONT	SECT	JOB	HIGHWAY
REVSTORE					
2:04	4:06	DIST	COUNTY		
8:05	2:12				
1:07	2:18				
SHEET NO.					



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

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

1. Applicant: <u>Jessie Hatley DFW Telecom</u>	Date: <u>7/7/2026</u>
Company Name (if different): _____	Phone: <u>903-603-1052</u>
Address: <u>P.O.Box 450251</u>	Fax: _____
<u>Garland, TX 75045</u>	Zip: _____
24/7 Contact Name: <u>Jerry Ringo</u>	Phone: <u>469-260-3947</u>
Contractor: <u>Future - Prim</u>	Phone: _____
Bonding Company: _____	Phone: _____
2. Franchise Holder: <u>Charter / Spectrum</u>	Phone: _____
3. Franchise Contact: <u>Nathan Serna</u>	Phone: <u>469-435-1539</u>
4. Location (if applicable, length of installation in feet): _____	
<u>PID 6738329 - Span replacement 12215 County Rd 461</u>	
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.	
6. Describe all traffic controls or warning devices anticipated for this project: _____	
<u>Traffic control plans to be used: TA-18 - Minor Street and TA-6 shoulder work minor encroachment if roadway allows.</u>	
7. Proposed start date: <u>7/13/26</u>	Completion date: <u>7/14/26</u>

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

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

Specific instructions and conditions are as follows:

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

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

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

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

Applicants Signature: Jessie Hatley

Date: 7/7/26

Approved: [Signature] 7/10/26
Smith County Road Administrator/Engineer



NOTE
CONTRACTOR IS RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL
AS SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES FOR STREETS AND HIGHWAYS

Project consist of approximately
1,059' of Underground Fiber

Smith County
See page 2 for requirements

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE ORDINANCES AND REGULATIONS OF THE MUNICIPALITY IN WHICH THE WORK IS TO BE PERFORMED.
2. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS AND MAY NOT BE AS ACCURATE AS UTILITY LOCATIONS ARE GENERALLY SCHEDULED IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. THE CONSTRUCTION CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL LINE LOCATIONS IN THE FIELD AND THE PROTECTION OF ALL EXISTING FACILITIES WHETHER SHOWN OR NOT. THE CONSTRUCTION CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO ANY EXISTING FACILITY DAMAGED AS A DIRECT RESULT OF THE CONSTRUCTION ACTIVITIES, WHETHER THE FACILITY IS SHOWN ON THE DRAWINGS OR NOT.
3. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL DEPARTMENTS WITHIN THE MUNICIPALITY AND THE UTILITY COMPANIES AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK.
CALL BEFORE YOU DIG
811
IT'S THE LAW
4. IT SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR TO A) PREVENT DAMAGE TO PRIVATE AND PUBLIC PROPERTY; B) RESTORE ALL AREAS AFFECTED BY THE CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.
5. BARRICADES AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE WORK SITE SHALL BE SUITABLE, LIT AND BARRICADED AT NIGHT.
6. THE CONSTRUCTION CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL PROVIDE ALL TRENCH SAFETY SYSTEMS THAT COMPLY WITH ALL LAWS GOVERNING EXCAVATION. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
7. ALL CONCRETE USED IN ANY ROADWAY SHALL BE IN COMPLIANCE WITH THE SPECIFIED CLASSES OF CONCRETE IN THE STANDARD SPECIFICATIONS 5.8 "PORTLAND CEMENT CONCRETE PAVEMENT" AND 7.4.3 "QUALITY OF CONCRETE" ALL AMENDED BY THE ADDENDUM TO THE NORTH CENTRAL TEXAS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - 2004 ALL OTHER CONCRETE SHALL BE CLASS A CONCRETE.
8. ALL REINFORCING STEEL AND DOWEL BARS IN PAVEMENT SHALL BE SUPPORTED AND MAINTAINED AT THE CORRECT CLEARANCES BY THE USE OF BAR CHAIRS OR OTHER APPROVED SUPPORT.
9. ALL CONDUIT MUST BE PLACED WITH A MINIMUM 42" OF COVER, UNLESS OTHERWISE SPECIFIED.
10. ALL BACKFILLING WILL BE MECHANICALLY TAMPED IN LIFTS TO A DENSITY OF 98% PROCTOR. THE REQUIRED DENSITY WILL BE OBTAINED BY USING TAMPERS, RAMMERS OR ROLLING EQUIPMENT. LIFTS MAY VARY ACCORDING TO THE TYPE OF EQUIPMENT USED TO OBTAIN THE REQUIRED DENSITY. SAND AND DEBRIS FREE MATERIAL WILL BE USED FOR BACKFILL.

PID 6738329

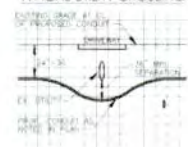
Overall on Smith County Rd 461

Legend

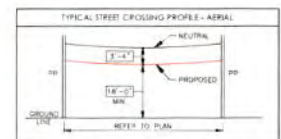
- 12215 County Rd 461
- Underground

Temp laid in this area from vault to vault

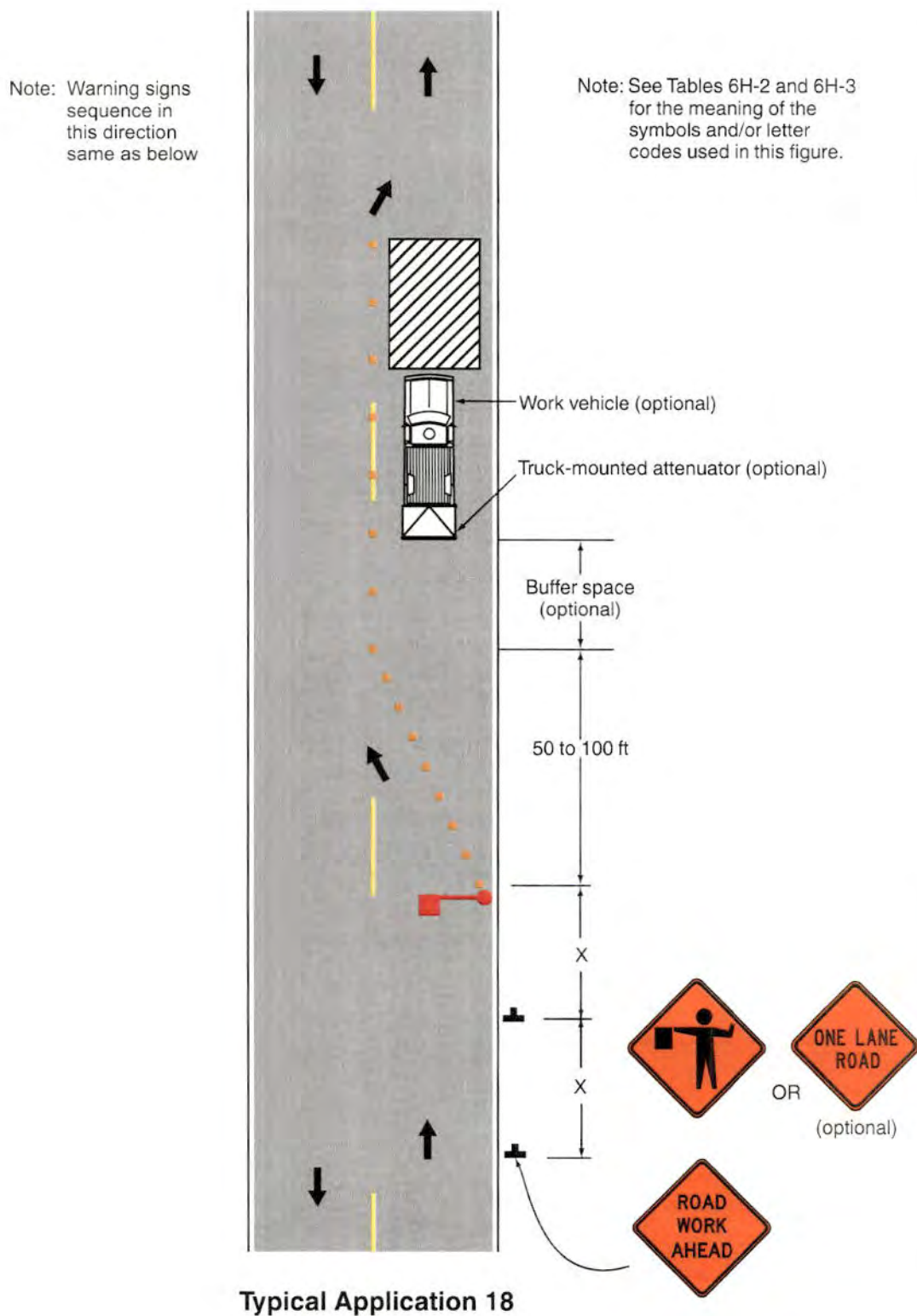
TYPICAL UTILITY CROSSING



UNDERGROUND CONDUIT 1-2" HDPE



PREPARED BY DFW TELECOM, INC

Figure 6H-18. Lane Closure on a Minor Street (TA-18)

Notes for Figure 6H-18—Typical Application 18
Lane Closure on a Minor Street

Standard:

1. **This TTC shall be used only for low-speed facilities having low traffic volumes.**

Option:

2. Where the work space is short, where road users can see the roadway beyond, and where volume is low, vehicular traffic may be self-regulating.

Standard:

3. **Where vehicular traffic cannot effectively self-regulate, one or two flaggers shall be used as illustrated in Figure 6H-10.**

Option:

4. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
5. A truck-mounted attenuator may be used on the work vehicle and the shadow vehicle

Support:

6. Additional requirements for the location of flagger stations are contained in section 6E.08.

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (Feet)
Conventional Highway	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55*	500
	60*	600
	65*	700
	70*	800
	75*	900
	80*	1000
Expressway or Freeway	All Speeds	See Typical Applications **

* Distance between signs should be increased to have 1500 feet advance warning. (See Section 6C.04.07)

** Distance between signs should be increased to have 1/2 mile or more advance warning (See Section 6C.04.05)

Table 6H-4. Merging Taper Lengths and Spacing of Channelizing Devices

		* Minimum Desirable Taper Lengths			Suggested maximum Spacing of Channelizing Devices	
Posted Speed	Formula	10' Offset	11' Offset	12' Offset	On a taper	On a tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* Taper lengths have been rounded off.

L = Length of Taper (Feet) W = Width of Offset (Feet) S = Posted Speed (MPH)

Notes for Figure 6H-6—Typical Application 6
Shoulder Work with Minor Encroachment

Guidance:

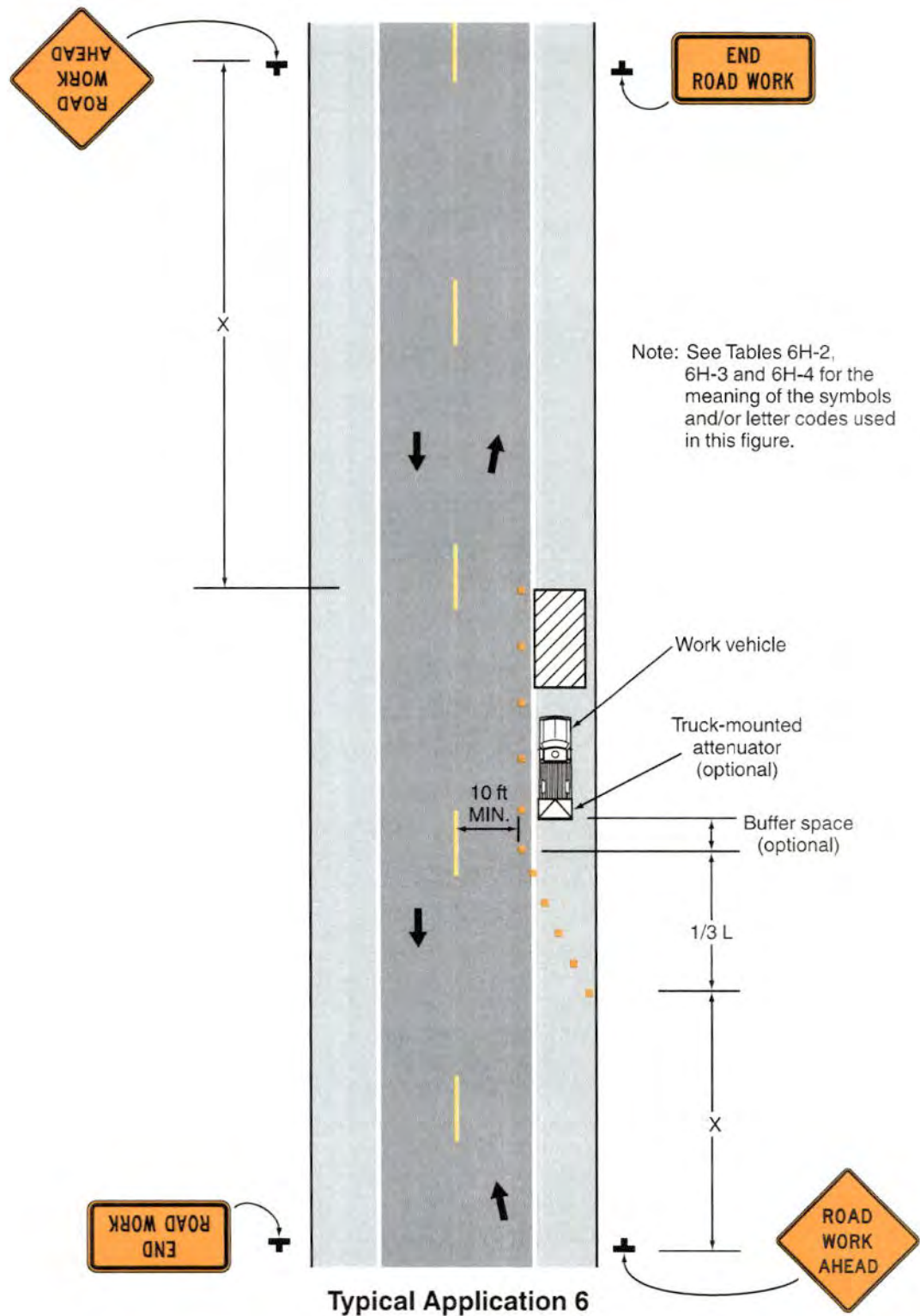
1. *All lanes should be a minimum of 10 feet in width as measured to the near face of the channelizing devices.*
2. *The treatment shown should be used on a minor road having low speeds. For higher-speed traffic conditions, a lane closure should be used.*

Option:

3. For short-term use on low-volume, low-speed roadways with vehicular traffic that does not include longer and wider heavy commercial vehicles, a minimum lane width of 9 feet may be used.
4. Where the opposite shoulder is suitable for carrying vehicular traffic and of adequate width, lanes may be shifted by use of closely-spaced channelizing devices, provided that the minimum lane width of 10 feet is maintained.
5. Additional advance warning may be appropriate, such as a ROAD NARROWS sign.
6. Temporary traffic barriers may be used along the work space.
7. The shadow vehicle may be omitted if a taper and channelizing devices are used.
8. A truck-mounted attenuator may be used on the shadow vehicle.
9. For short-duration work, the taper and channelizing devices may be omitted if a shadow vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
10. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

11. **Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.**
12. **Shadow and work vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.**
13. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights,**

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



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

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

1. Applicant: Joshua Rogers Date: 6/10/2026
Company Name (if different): Oncor Electric Phone: 682-999-1045
Address: 1616 Woodall Rodgers Fwy Dallas, TX 75202 Fax: _____
Zip: _____
24/7 Contact Name: Corey Palmer Phone: 469-836-1537
Contractor: Ferreira Power South Phone: 469-836-1537
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric Phone: _____
3. Franchise Contact: Joshua Rogers Phone: 682-999-1045
4. Location (if applicable, length of installation in feet): Oncor will be to replace (1) 50'/3-class wood utility pole and bore UG 296FT
Work will be along CR 1261, 16760 County Rd 1261
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3
copies of drawings attached to this application. The line will be constructed and maintained on the
County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH
COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: One lane closed.

7. Proposed start date: 7/13/2026 Completion date: 10/13/2026

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

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

Specific instructions and conditions are as follows:

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

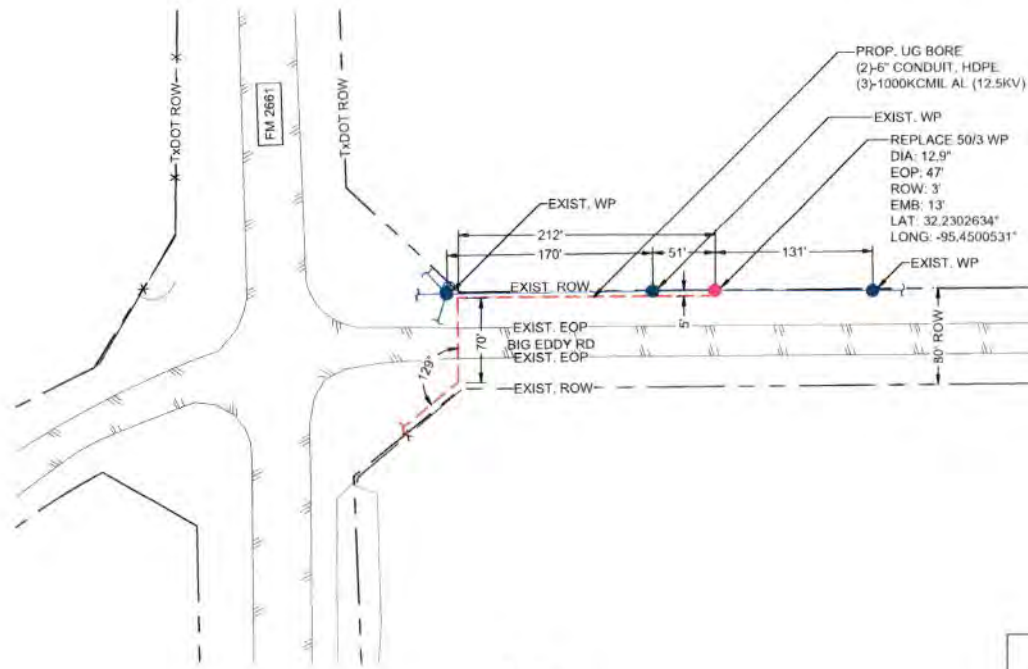
5. No lines are to be installed under or within 50 ft. of either end of a bridge. No lines shall be placed in a culvert or within 10 ft. of the closest point of same.
6. Parallel lines will be installed as near the right-of-way as is possible and no parallel line will be installed in the roadbed or between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

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

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

Applicants Signature: Joseline Rogers Date: 6/10/2026

Approved: [Signature] 7/15/26
Smith County Road Administrator/Engineer



PLAN

LEGEND

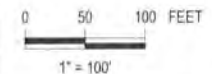
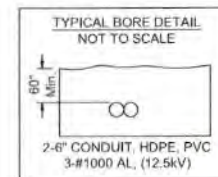
- FACILITIES TO BE REMOVED
- FACILITIES TO BE REPLACED
- FACILITIES TO BE INSTALLED
- EXISTING FACILITIES
- DOWN GUY
- RIGHT-OF-WAY
- PROPOSED UG ELECTRIC
- VEGETATION

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.

NOTES:

1. MIN. 22' MID-SPAN VERTICAL CLEARANCE WILL BE MAINTAINED AT ALL TIMES.

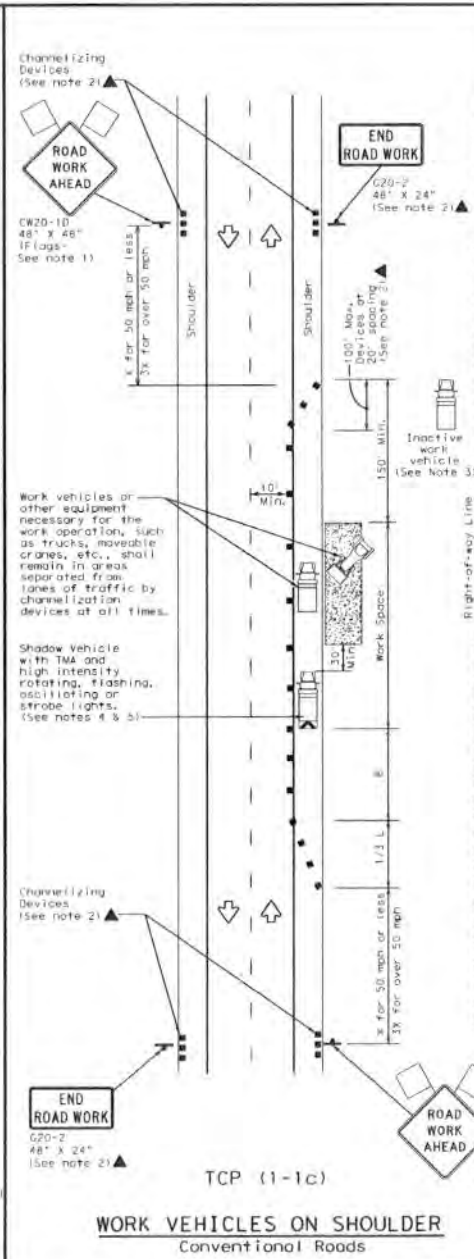
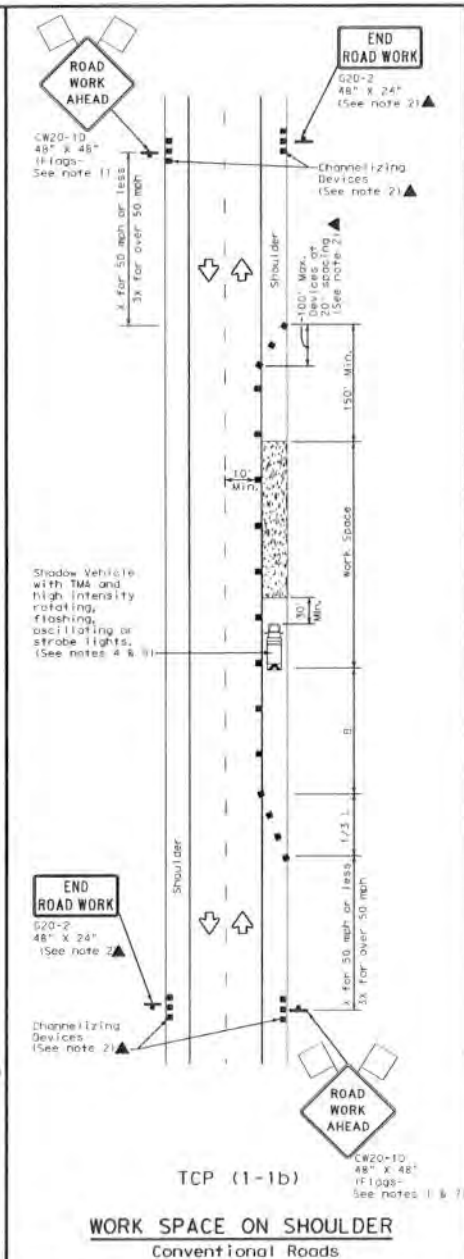
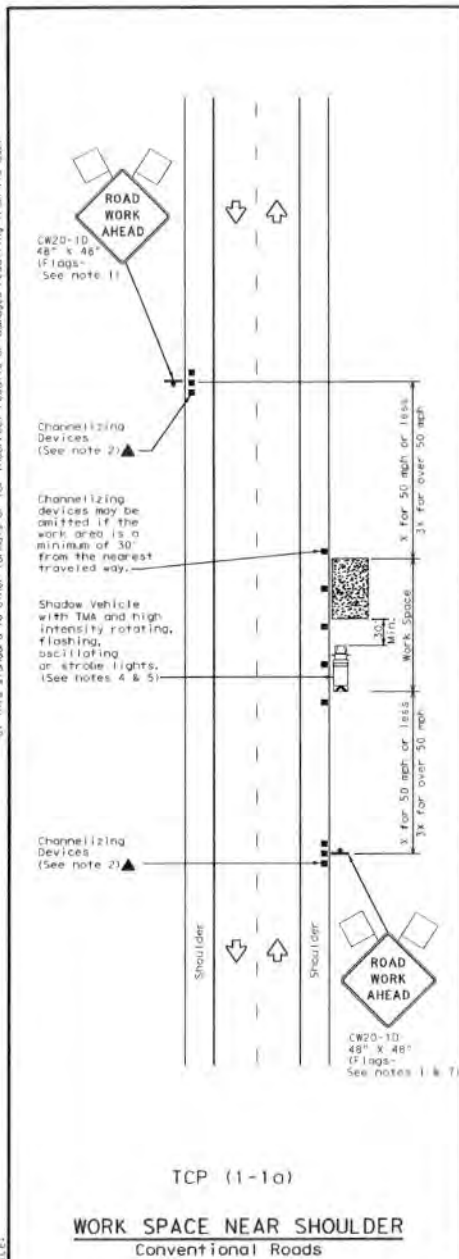
THE INTENT OF THIS EXHIBIT IS TO PICTORIALY SHOW THE APPROXIMATE LOCATION OF THE PROPOSED INSTALLATION. IT IS NOT INTENDED AS AN ACTUAL SURVEY. CALLS SHOWN ARE REFERENCES ONLY. NO STATEMENT IS MADE TO THE VALIDITY OF THESE CALLS.



CD		ONCOR	
DATE	11/11/2017	UNIT NO.	
PROJECT	BIG EDDY RD - TEASELVILLE UB	UNIT TYPE	
DESIGN	DESIGN	DESIGN	
DATE	11/11/2017	DATE	
NO.	1	NO.	
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DATE	11/11/2017	DATE	
NO.	1	NO.	
APP.	APP.		

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DATE: FILE:



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

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

* Conventional Roads Only.

** Taper lengths have been rounded off.

L=Length of Taper (ft) W=Width of Offset (ft) S=Posted Speed (MPH)

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with a triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCEIS-11 for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1)-18

Plan: tcp-1-18.dgn	REV	CR	DR	CS
1000	December 1985	LAST	MEET	AND
2-84 1:10	REVISIONS			
9-90 2:12				
1-97 2-18				
18				



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

1. Applicant: Joshua Rogers Date: 6/10/2026
Company Name (if different): Oncor Electric Phone: 682-999-1045
Address: 1616 Woodall Rodgers Fwy Dallas, TX 75202 Fax: _____
Zip: _____
24/7 Contact Name: Corey Palmer Phone: 469-836-1537
Contractor: Ferreira Power South Phone: 469-836-1537
Bonding Company: _____ Phone: _____
2. Franchise Holder: Oncor Electric Phone: _____
3. Franchise Contact: Joshua Rogers Phone: 682-999-1045
4. Location (if applicable, length of installation in feet): Oncor will be to replace (1) 50'/3-class wood utility pole and bore UG 296FT
Work will be along CR 1261. 16760 County Rd 1261
5. Type of work, location, and description of the proposed line and appurtenances is shown by 3 copies of drawings attached to this application. The line will be constructed and maintained on the County right-of-way as directed by the Road Administrator/Engineer in accordance with SMITH COUNTY specifications.
6. Describe all traffic controls or warning devices anticipated for this project: One lane closed.

7. Proposed start date: 7/13/2026 Completion date: 10/13/2026

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

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

Specific instructions and conditions are as follows:

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

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

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

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

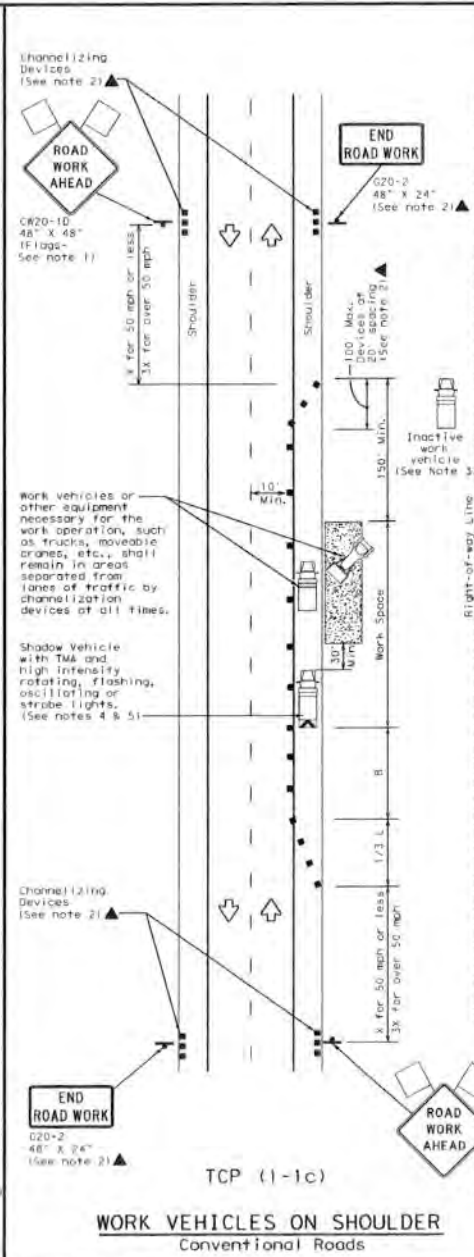
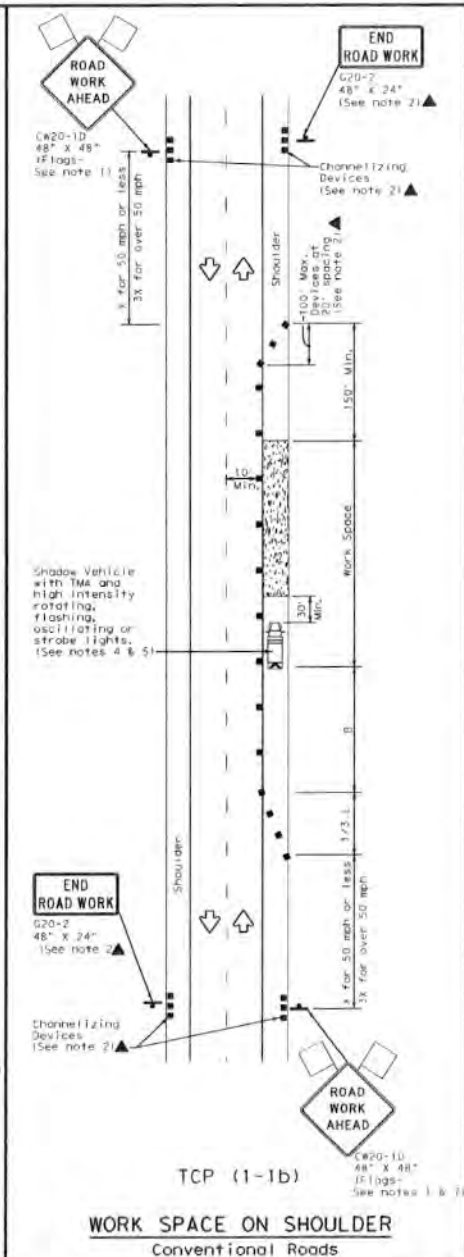
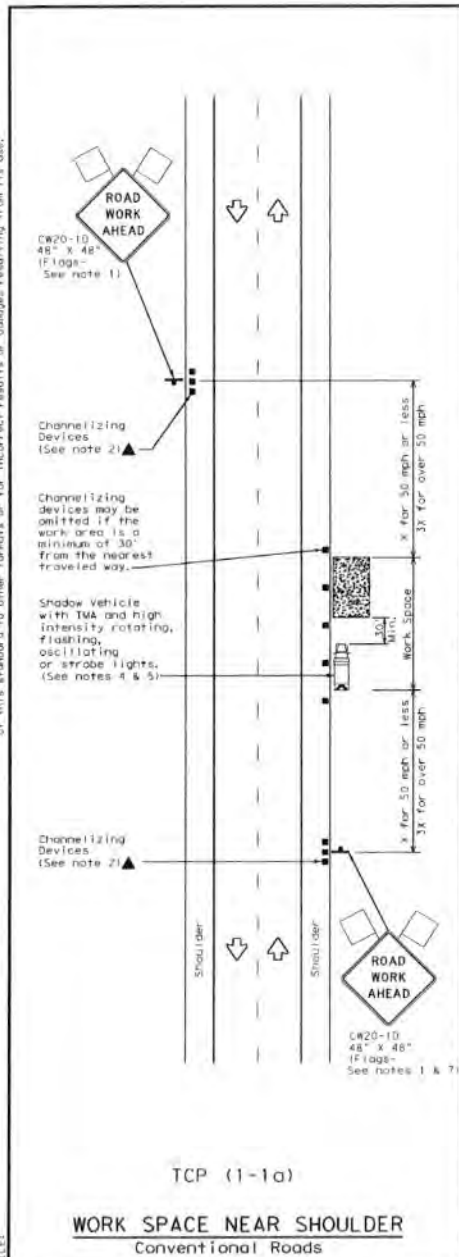
Applicants Signature: *Indira Rogers*

Date: 6/10/2026

Approved: *Frank Smith* 7/15/26
Smith County Road Administrator/Engineer

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DATE: 1-18-18
FILES:



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

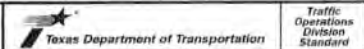
Posted Speed X	Formula	Minimum Desirable Taper Lengths L			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing Y	Suggested Longitudinal Buffer Space Z
		10'	11'	12'	On a Taper	On a Tangent		
30	$L = WS^2/60$	150'	165'	180'	30'	60'	120'	90'
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40		265'	295'	320'	40'	80'	240'	155'
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75		1000'	1095'	1190'	75'	150'	900'	540'

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

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TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1) - 18

Project	tcp-1-18.dgn	Rev	CD	DR	CM
© TxDOT	December 1985	DATE	REVISION	DATE	REVISION
2-14	4-18				
8-30	2-12				
1-37	2-18				
18					

11

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:	

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

SUBMIT

Office Use Only
Agenda Item # _____

12

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

Submission Date: 7/20/2026	Submitted by: J Bell
Meeting Date: 7/28/2026	Department: Auditors Office
Item Requested is: ☐ For Action/Consideration ☒ For Discussion/Report	
Title: FY 2027 Budget Workshop and Receive Department Presentations	
Agenda Category: ☐ Briefing Session ☐ Recurring Business ☐ Court Orders ☐ Resolution ☒ Presentation ☐ Executive Session	
Agenda Wording: Receive presentations from department heads/elected officials regarding their FY 2027 Budget Requests.	
Background: Per the approved FY 27 Budget Calendar, a budget workshop is scheduled to be held on 7/28/2026.	
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 # _____

Smith County, Texas
Taxpayer Impact Statement for Median-Valued Homestead Property
Section 551.043(c), Texas Government Code

The following comparison is provided for the Median-Valued Homestead Property: Median-Value of Homestead Properties: \$291,088 (Current)

1. Current Fiscal Year (2026) Taxes: \$1,060.23
2. Prior Fiscal Year (2025) Taxes: \$1,060.23
3. Estimated Taxes under Proposal Budget: \$
4. Estimated Taxes under No-New Revenue Rate: \$

The Fiscal Year 2026-2027 estimate is not yet calculable because certified tax values are not available. Expect certified values and the no-new-revenue rate in late July.

Frank	Davis	FDavis@smith-county.com	County Engineer	Department Head
Don	Bell	dbell@smith-county.com	Chief Information Officer	Department Head
Wayne	Allen	WAllen@smith-county.com	Constable 2	Department Head
Clay	White	CWhite@smith-county.com	Judge- County Court-at-Law 3	Department Head
Gaye	Boynton	gboynton@smith-county.com	District Clerk	Department Head
Greg	Grant	greg.grant@ag.tamu.edu	Texas A&M AgriLife County Coordinator	Department Head
Colten	Parsell	CParsell@smith-county.com	Animal Control Supervisor	Department Head