COMMISSIONERS COURT AGENDA
Tuesday, November 17, 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, November 17, 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:

COURT ORDERS

PURCHASING

1. Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:

   a. RB-04-27 Seal Coat Program,
   b. RB-05-27 Pavement Preservation Program,
   c. RB-06-27 Road Improvements to CR 374 (CR 366 to Gregg County Line) & CR 3110 (US 271 to CR 374),
   d. RB-07-27 Road Improvements to CR 2301,
   e. RB-08-27 Road Improvements to CR 2298 & CR 2202,
   f. RB-09-27 Road Improvements to CR 433 (FM 849 to CR 472) & CR 475,
   g. RB-10-27 Bridge Replacement for CR 431 Bridge at Duck Creek,
   h. RB-11-27 Road Improvements to CR 134 (FM 2818 to CR 137), CR 137 (FM 346 to US 69) & CR 138, and
   i. RB-12-27 Road Improvements to CR 474W (CR 463 to US 69) & CR 474E (Lindale City Limits to CR 431).

FIRE MARSHAL/ EMERGENCY MANAGEMENT

2. Consider and take necessary action to approve a memorandum of understanding between Smith County and The Salvation Army of Tyler and allow the county judge to sign all related documentation.

3. Consider and take necessary action to approve a memorandum of understanding between Smith County and Emergency Management and Response (EMR) and allow the county judge to sign all related documentation.

ELECTION'S OFFICE

4. Consider and take necessary action to approve an order canvassing the November 3, 2026, General Election, and authorize the county judge to sign all related documentation

JUSTICE OF THE PEACE – PCT 5

5. Consider and take necessary action to approve the 2027 Federal Equitable Sharing Agreement and Certification for Smith County Constable, Precinct 5, and authorize the county judge to sign all related documentation.

ROAD AND BRIDGE

6. Consider and take necessary action to award a contract for RFP 33-26 Disaster Debris Management & Monitoring and authorize the county judge to sign all related documentation.

7. Consider and take necessary action to award a contract for Bid 32-26 Emergency Management Debris Clean up and authorize the county judge to sign all related documentation.

RECURRING BUSINESS

COUNTY CLERK

8. Consider and take the necessary action to approve the Commissioners Court minutes for October 2026.

9. Receive Commissioners Court recordings for October 2026.

ROAD AND BRIDGE

10. Receive pipe and/or utility line installation request (notice only) for County Road 3124 and 3124, Spectrum, install fiber optic cable and pedestal, Precinct 3.

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.

EXECUTIVE SESSION: For purposes permitted by Texas Government Code, Chapter 551, entitled Open Meetings, Sections 55 l.071, 55 l.072, 551.073, 551.074, 551.0745, 551.075, 551.076, and 551.0761. The Commissioners Court reserves the right to exercise its discretion and may convene in executive session as authorized by the Texas Government Code, Section 551.071, et seq., on any of the items listed on its formal or briefing agendas.

SECTION 551.072 – DELIBERATIONS ABOUT REAL PROPERTY

12. Deliberation regarding the purchase, exchange, lease, or value of real property located in or near the downtown Tyler area for future development of County facilities.

ADJOURN

SMITH COUNTY COURTHOUSE ANNEX ACCESSIBILTY 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: 11/10/2026 Time: 4:00 pm

Neal Franklin

NEAL FRANKLIN, COUNTY JUDGE

Posted By: Jennafer Bell

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 10/29/2026	**Submitted by:** Christina Haney
Meeting Date: 11/17/2026	**Department:** Purchasing for R&B

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

Title: Advertise, Solicit, and Receive Sealed Bids

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

Agenda Wording: Consider and take necessary action to authorize the Purchasing Department to advertise, solicit, and receive sealed bids for the following:
1. RB-04-27 Seal Coat Program
2. RB-05-27 Pavement Preservation Program
3. RB-06-27 Road Improvements to CR 374 (CR 366 to Gregg County Line) & CR 3110 (US 271 to CR 374)
4. RB-07-27 Road Improvements to CR 2301
5. RB-08-27 Road Improvements to CR 2298 & CR 2202
6. RB-09-27 Road Improvements to CR 433 (FM 849 to CR 472) & CR 475
7. RB-10-27 Bridge Replacement for CR 431 Bridge @ Duck Creek
8. RB-11-27 Road Improvements to CR 134 (FM 2818 to CR 137), CR 137 (FM 346 to US 69) & CR 138
9. RB-12-27 Road Improvements to CR 474W (CR 463 to US 69) & CR 474E (Lindale City Limits to CR 431)

Background: Attached are location maps for RB-06-27 through RB-12-27. The first two projects are county wide projects.

Financial and Operational Impact: These are FY27 Budget and Phase 2 Bond funded projects

Attachments: Yes ☑ No ☐

Is a Budget Amendment Necessary? Yes ☐ No ☑

Does Document Require Signature? Yes ☐ No ☑

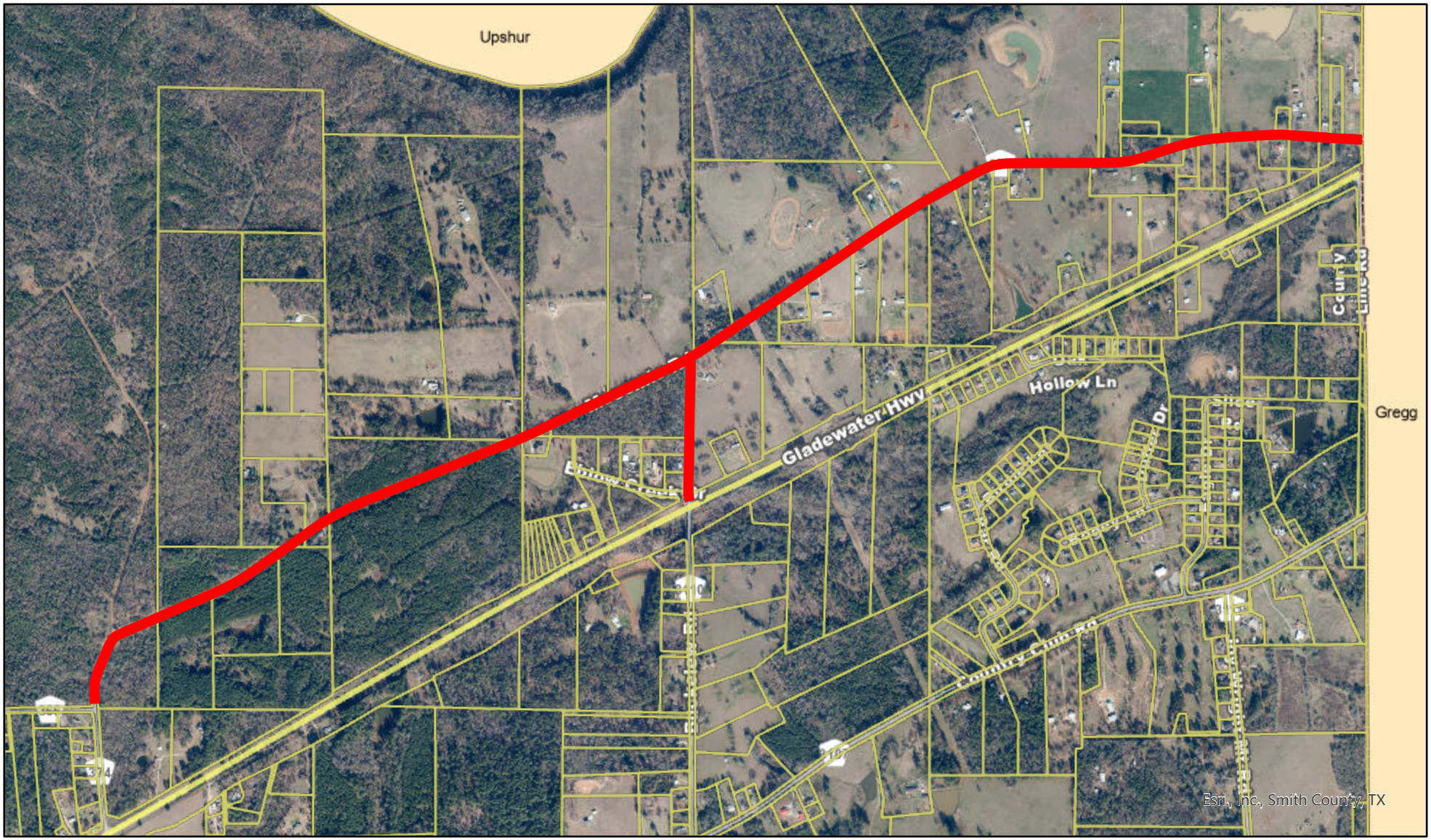
Return Signed Documents to the following:

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.

Office Use Only
Agenda Item # _____

SUBMIT



CR 374 & CR 3110

0 0.1 0.2 0.4 0.6 0.8 mi

N

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



CR 2301

0 0.070.15 0.3 0.45 0.6

mi

N

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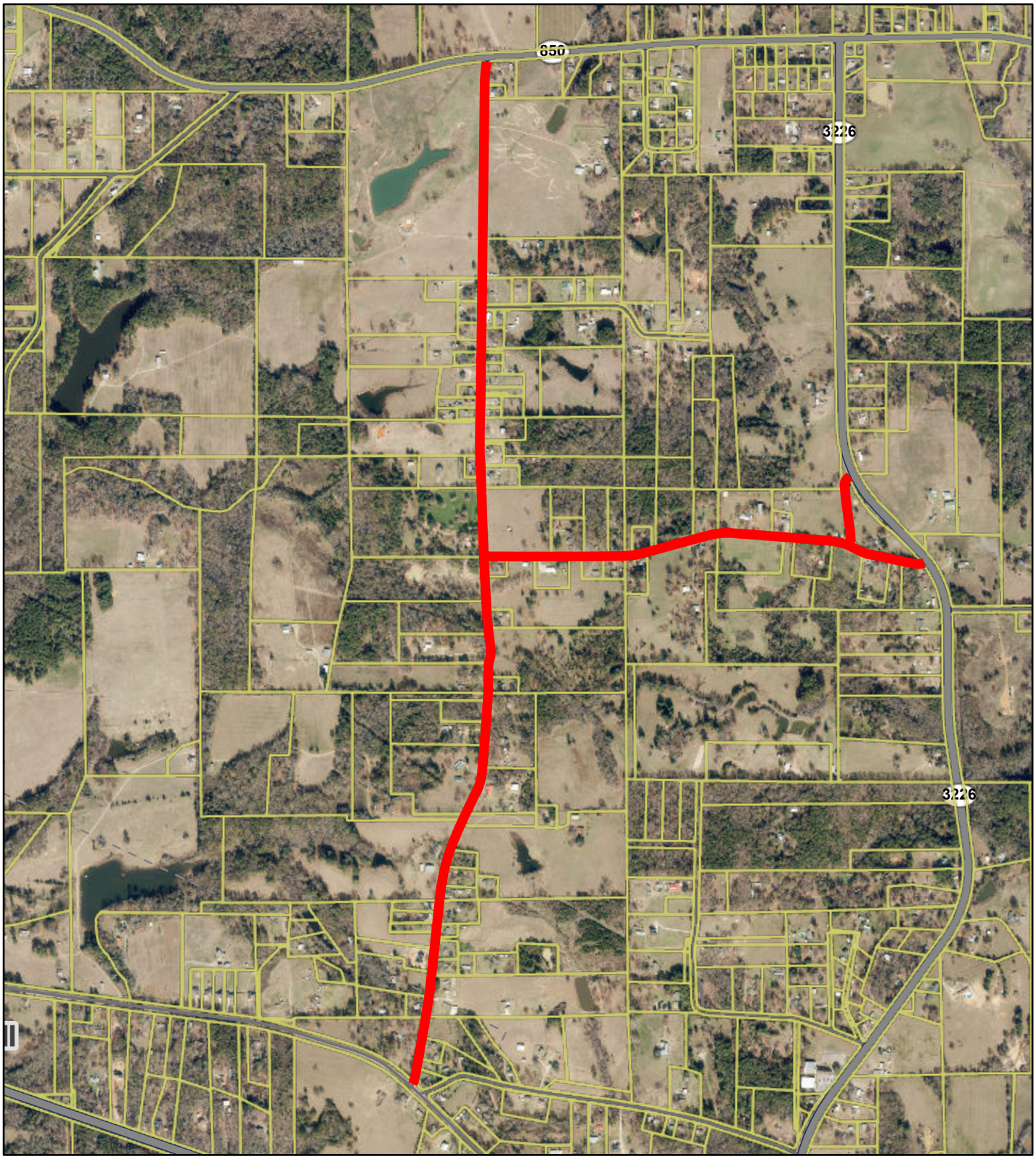

CR 2298 & CR 2202

0 0.1 0.2 0.4 0.6 0.8 mi

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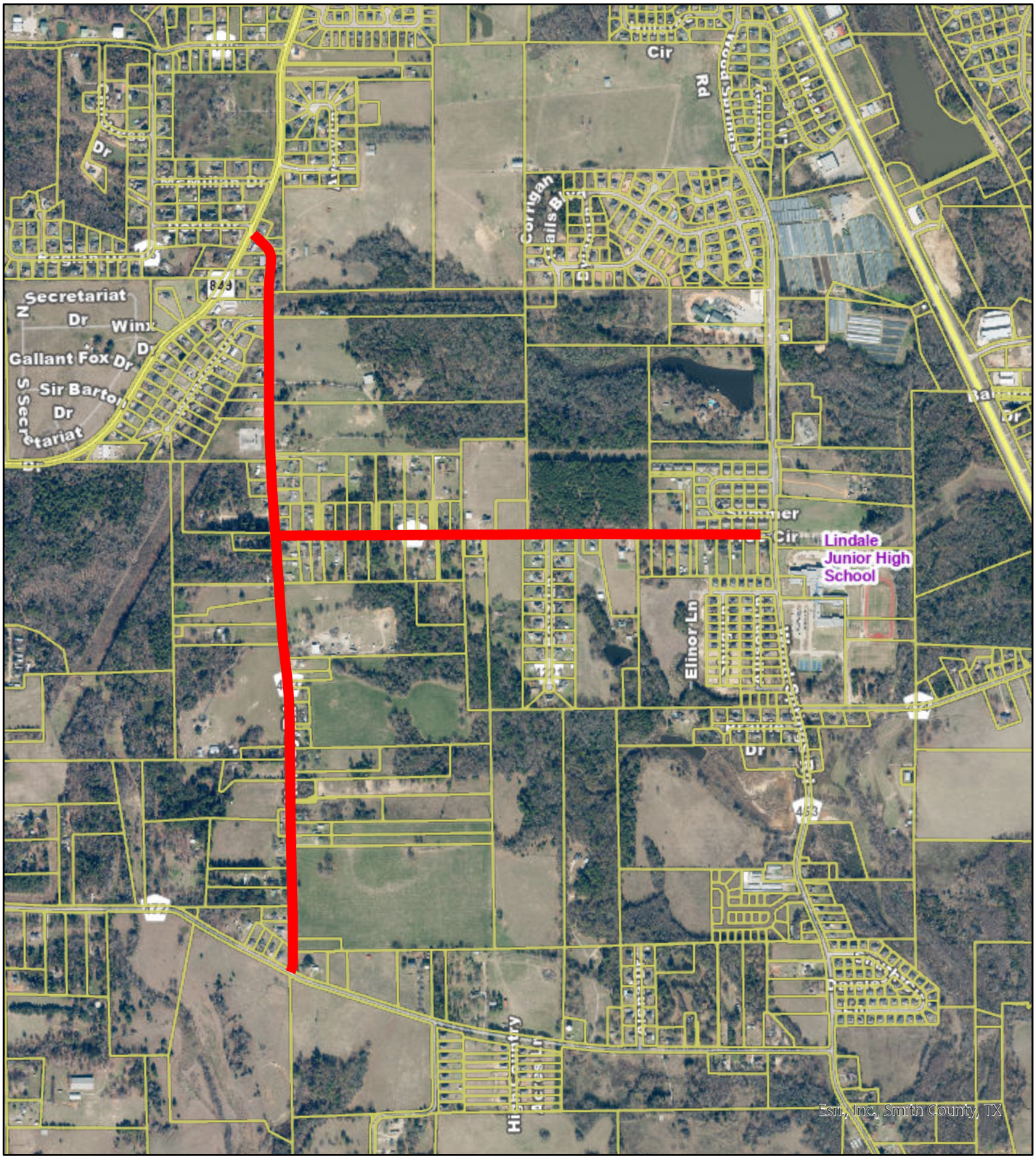
This map was prepared by the Smith County map site and may be revised without notification to any user. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents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



CR 475 & CR 433

0 0.070.15 0.3 0.45 0.6
mi

N

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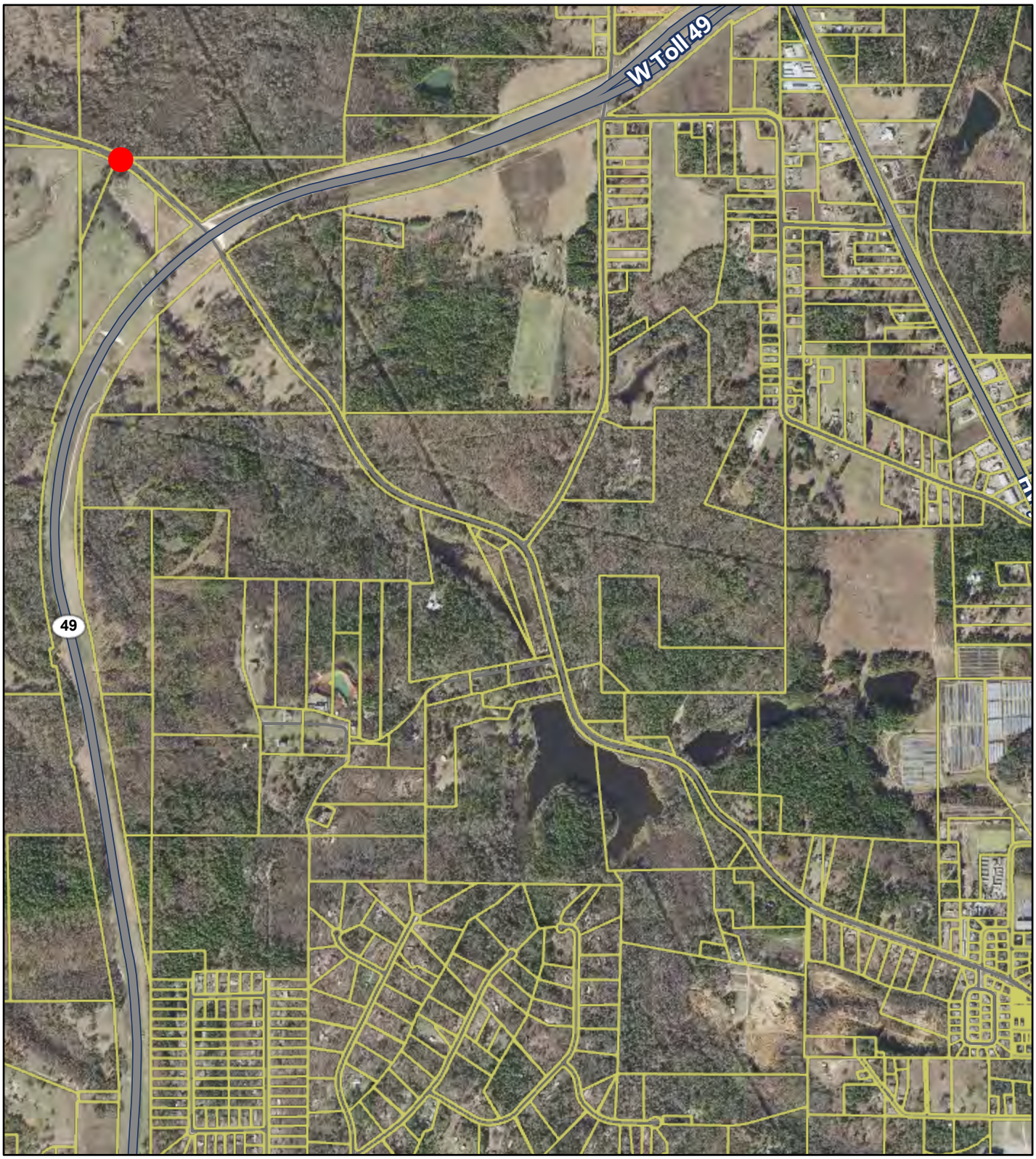

CR 431 Bridge @ Duck Creek

N

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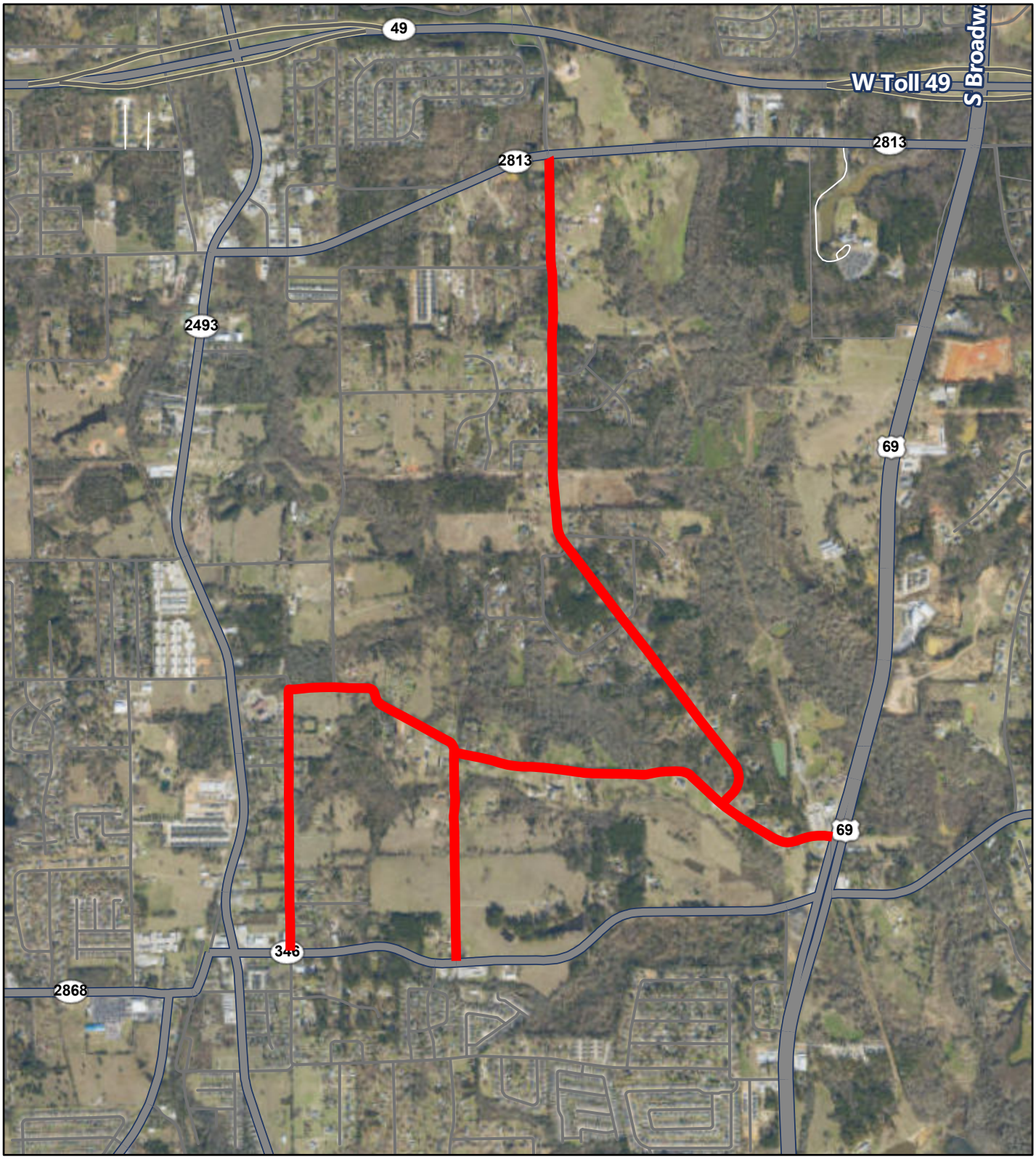

CR 134, CR 137 & CR 138

RB-11-27

N

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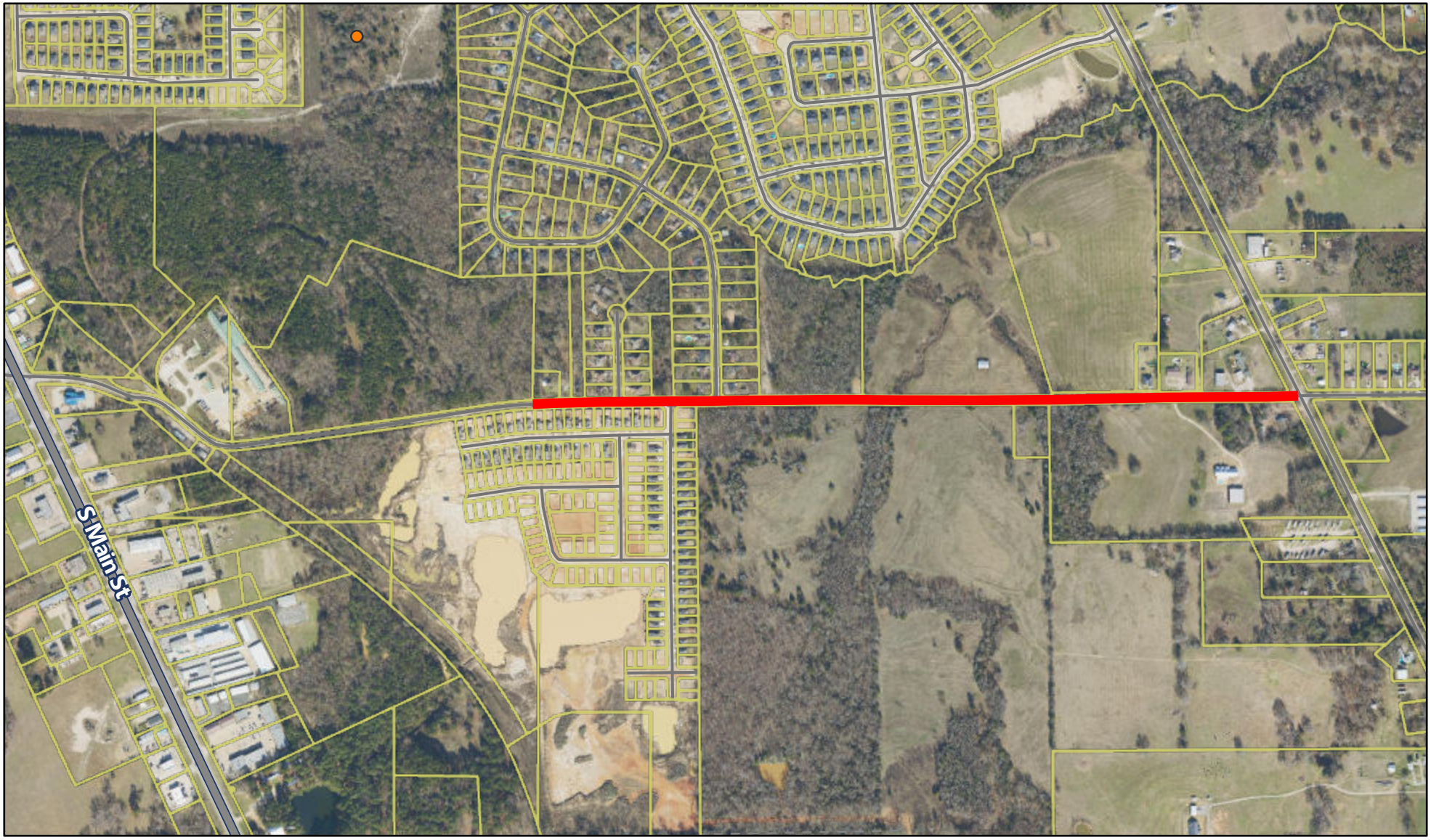
mi



CR 474 East

0 0.05 0.1 0.2 0.3 0.4 mi

N

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CR 474 West

0 0.05 0.1 0.2 0.3 0.4 mi

N

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 10/15/2026	**Submitted by:** Brandon Moore
Meeting Date: 11/17/2026	**Department:** FMO

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

Title: Donations Management MOU

Agenda Category:

- ◉ **Briefing Session**
- ○ **Court Orders**
- ○ **Presentation**
- ○ **Recurring Business**
- ◉ **Resolution**
- ○ **Executive Session**

Agenda Wording: Consider and take necessary action to approve a memorandum of understanding between Smith County and The Salvation Army of Tyler and allow the County Judge to sign all related documentation.

Background: This MOU is for physical item donation management in the event of a large scale disaster that necessitates the management of donated goods.

Financial and Operational Impact: Possible if dumpsters and packing supplies are needed.

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

Does Document Require Signature? Yes ☑ No ☐

Return Signed Documents to the following:	
Name: Brandon Moore	**Email:** bmoore2@smith-county.com
Name: Chad Hogue	**Email:** chogue@smith-county.com
Name:	**Email:**
Name:	**Email:**

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Office Use Only
Agenda Item # _____

SUBMIT

MEMORANDUM OF UNDERSTANDING
BETWEEN SMITH COUNTY AND THE SALVATION ARMY OF TYLER FOR PHYSICAL ITEM DONATION MANAGEMENT

This Memorandum of Understanding (MOU) is established between Smith County, hereinafter referred to as "the County," and the Salvation Army of Tyler, a non-profit organization, hereinafter referred to as "Salvation Army," to formalize the roles and responsibilities in physical item donation management within Smith County.

I. TERM:

The term of this MOU shall begin as of the date of the last signature and shall renew annually, unless terminated by either party. This MOU may be terminated by either party without cause, upon fifteen (15) days' prior written notice to the other party. This MOU provides for no financial obligation required by either party.

II. OBJECTIVE:

The purpose of this MOU is to formalize the roles and responsibilities in physical item donation management within Smith County.

RESPONSIBILITIES

a. Responsibilities of the Salvation Army:

i. Physical Item Donation Management:

1. The Salvation Army will facilitate the collection and distribution of physical items, such as gently used clothing items, hygiene items, or other necessities, to individuals and families, at no out of pocket cost, who have been displaced or who have been affected by disaster in Smith County and who have completed an iSTAT survey.
2. The Salvation Army will supply vouchers to individuals listed in the iSTAT data as having major or destroyed damage. iSTAT data will include, at a minimum, names, and addresses of those affected in order to verify needs and correct identification. The Salvation Army, if supplies allow, will provide each individual in the household five to seven days of clothing and needed hygiene products as available.
3. The Salvation Army will track only items given to individuals for disaster purposes. The Salvation Army will not be responsible for tracking all donated goods, or those not utilized during disaster operations.
4. If desired, or needed, the Salvation Army may release donated goods to other organizations such as, but not limited to, Coalitions Active in Disasters (COAD), Volunteer Organizations Active in Disasters (VOAD), faith-based organizations, local civic organizations, or others deemed by the Salvation Army as a partner agency so long as they will

be used to help disaster survivors. Items given to these organizations will be tracked by total items given, not individually.

b. Responsibilities of Smith County:

i. Information:

1. Smith County will promote the use of the Texas Division of Emergency Management Individual State of Texas Assistance Tool (iSTAT) by all means available, to ensure that citizens affected can receive needed items.
2. Smith County will provide the Salvation Army with information about the specific locations of those affected via iSTAT downloads on a daily basis.
3. Smith County Communications Director and Office of Emergency Management will coordinate with the Salvation Army regarding all messaging prior to any release.
4. When possible, based on volunteer availability, Smith County will activate the Smith County Community Emergency Response Team (CERT) to aid the Salvation Army in administrative, collection, and/or distribution duties.
5. In the event that Smith County Community Emergency Response Team is unable to support the mission of the Salvation Army, the Smith County Office of Emergency Management will submit to the Texas Division of Emergency Management via the State of Texas Assistance Request for personnel to support and aid in administrative and distribution tasks.
6. Smith County will provide roll off dumpsters to Salvation Army for disposal of unusable items.
7. Smith County will be responsible for organizing and coordinating with individuals or organizations and the Salvation Army to determine what is available and delivery methods, times and dates as to not overwhelm the Salvation Army distribution point.

ii. Collaboration and Support:

1. Smith County will collaborate with Salvation Army, to the extent possible, to provide necessary support, including access to community resources, transportation assistance, and coordination with other local organizations and government agencies.
2. Smith County will utilize all available means to promote the donations of physical items to Salvation Army in order to facilitate available resources for those in need.
3. If the need arises, Smith County may provide packing supplies to Salvation Army including, but not limited to, storage pallets, packing tape, or packing boxes.

c. Regular Communication:

i. Both parties will maintain open and regular communication to discuss ongoing initiatives, address challenges, and share progress reports.
ii. Both parties will provide each other with the proper contact information to send information to.
iii. Both parties will collaborate to determine the extent and duration of needs.

d. If, at any point, the Salvation Army, or the County, becomes inundated with donations, either party can initiate a halt of donations and operations. This will be done in writing, via electronic means. This can be temporary or permanent based on resource availability or needs.

e. It is not expected for Salvation Army to separate goods donated for the disaster from other goods. Any goods that are not donated will become the property, if desired, of the Salvation Army and may be sold or donated as the Salvation Army deems necessary. Any unused, or unwanted goods may be disposed of within the timeframe agreed upon in section C iii.

III. MISCELLANEOUS

a. **Relationship of Parties**: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

b. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below.

Smith County Emergency Management Coordinator
11325 Spur 248
Tyler, Texas 75707

The Salvation Army
633 N Broadway Ave
Tyler, Tx 75702

c. **Amendment**: This Agreement may be amended by the mutual written agreement of both parties hereto.

d. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

e. **Assignment**: No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

f. **No Third Party Beneficiaries**: This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

g. **Compliance with Laws**: Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

h. **Construction**: Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

i. **No Waiver of Immunities**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

j. **Governing Law**: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie in either Smith, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

k. **Entire Agreement**: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

l. **Recitals**: The recitals to this Agreement are incorporated herein.

m. **Counterparts**: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

SIGNED this _____ day of _____, 20_____.

_____
COUNTY JUDGE
SMITH COUNTY, TEXAS

_____
Captain
The Salvation Army of Tyler

3

SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/03/2026	**Submitted by:** Brandon Moore
Meeting Date: 11/17/2026	**Department:** FMO

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

Title: Emergency Management MOU

Agenda Category:

- ◉ **Briefing Session**
- ○ **Court Orders**
- ○ **Presentation**
- ○ **Recurring Business**
- ◉ **Resolution**
- ○ **Executive Session**

Agenda Wording: Consider and take necessary action to approve a memorandum of understanding between Smith County and Emergency Management and Response (EMR) and allow the County Judge to sign all related documentation.

Background: This MOU is for potential aid during disasters from EMR.

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: Brandon Moore	**Email:** bmoore2@smith-county.com
Name: Chad Hogue	**Email:** chogue@smith-county.com
Name:	**Email:**
Name:	**Email:**

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Office Use Only
Agenda Item # _____

SUBMIT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between **Emergency Management and Response** ("EMR"), a Texas nonprofit corporation, with its headquarters located at 7451 FM 3009, Schertz, Texas 78154 and **Smith County** (hereinafter "County"), with official offices located at at 200 E. Ferguson Street, Tyler, Texas 75702, individually "a Party" and collectively "the Parties."

WHEREAS County would benefit from the temporary provision and use of EMR's resources that would supplement County's resources during emergency incidents or disasters; and

WHEREAS EMR would consider providing County with access to EMR's emergency response resources as they are available; and

WHEREAS emergencies and exigent circumstances may create unexpected and unusually dangerous situations that require immediate action, including urgent needs to protect life, public health or safety, improved property, or to avoid or alleviate serious harm or significant disruption; and

WHEREAS EMR maintains significant emergency response personnel resources including Incident Management, Medical, Case Management, and Mental Health professionals and a vast array of emergency response physical resources including Mobile Command Platforms, mass transportation assets, communications equipment, mass care and medical resources, and other related and supportive resources including portable power, tentage and wrap around resources and services capable of conducting and providing emergency, recovery, and/or steady state-type functions; and

WHEREBY the Parties hereto wish to express their agreement in which EMR would make resources available, in accordance with conditions and stipulations specified herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein EMR and County express their agreement and define the duties, scope, responsibilities, conditions, and stipulations of the parties as follows:

1. **Term.**

   This Agreement is effective from the date of last signature for one (1) year (the "Term"). Each Term will automatically be renewed for a subsequent period of the same length as the initial Term (each a "Renewal Term"), unless terminated as set forth under Section 11 herein.

2. **Nature of Agreement; Non-Procurement; No Obligation of Funds.**

   2.1 The parties acknowledge that the basis of this Agreement is for emergency needs and coordination of resources as they are available.

   2.2 This Agreement does not require County to request, or EMR to provide, any services or resources.

2.3 Actual orders for goods, supplies, or services, and any associated reimbursement or payment obligations, will occur only through separate written procurement instruments (such as contracts, purchase orders, or task orders) issued by County in accordance with applicable Federal, State, and local procurement laws and regulations.

2.4 The parties will work together in good faith to agree on administrative issues related to this Agreement, including any supporting information required for reimbursement or payment under such separate instruments, and to resolve issues not specifically addressed herein.

3. Responsibilities of the Parties.

3.1 County agrees to provide EMR with contact information of personnel authorized to submit requests for resources for approval to County and to utilize the EMR Emergency Response toll free number (800.337.0373) to request activation of available EMR resources. (See Attachment 'A' – Authorized Requestors).

3.2 County agrees that any EMR resource that is or becomes inoperable or unavailable at the time of request(s) will not obligate EMR to provide an alternative for, or backup to, the requested resource. EMR cannot make any guarantees it can support, in full or in part, a request made by County.

3.3 County agrees that EMR's resources are to be utilized for emergency incidents that are geographically located only within County.

3.4 County understands the provisions provided under this Agreement are to aid County in emergency situations, and as such EMR will not be held responsible for County's inappropriate, reckless, or negligent use of EMR's provisions and resources. To the extent permitted by applicable law, County agrees EMR will not be held responsible or liable for any procedures or processes undertaken at the request of County, and County will indemnify and hold EMR and its respective legally affiliated entities, agents, employees, and officers harmless from all legal liabilities, including but not limited to injuries up to and including death or damages suffered by County or third parties that are the result of County's own omission, negligent, or reckless acts.

3.5 Relative to each requested resource, EMR personnel will support, operate and/or oversee the requested resource to the extent deemed appropriate by EMR. EMR will not be responsible for any personnel or resources that are under the care, custody, and/or control of County.

3.6 Regarding EMR resources strictly left to the responsibility and operation of County personnel, County agrees to perform all reasonable and necessary maintenance on requested resources during and immediately after their use before returning the resources, as deemed appropriate and necessary by EMR. During use, particularly for extended periods of time, County agrees to monitor and maintain vehicle fuel and fluid levels at appropriate levels and in a timely and prudent manner. County will also make best efforts to ensure the security and safety of EMR's requested resources. Mechanical issues or concerns will be reported to the designated EMR representative without undue delay.

3.7 Upon return of EMR's resources by County, EMR will inspect the resources within seventy-two (72) hours. EMR will provide County with written notice of any damage(s) found to EMR's resources accompanied by the estimated cost of repairs. County will have ten (10) business days to dispute the notice. If County elects not to dispute EMR's notice of damages, County will remit payment to EMR for the cost of repairs.

4. Task Orders.

County understands and agrees that, under certain circumstances, it may request EMR to provide goods, supplies, and services on a reimbursement basis. County will provide written notification to EMR of its situation and unmet needs and will work with EMR to determine those specific resources; supplies, materials, and/or personnel that will be required to fulfil the need. EMR will then provide County with a written cost estimate delineating those resources, anticipated response time, and pricing necessary to meet the needs of County. County may accept, negotiate, or decline the proposed cost estimate. If such cost estimate is approved by County, County will issue a separate bilateral task order or other procurement instrument, which will serve as the mechanism for securing the necessary resources from EMR and will delineate the timeline and terms for reimbursement from County to EMR. This Section applies only to response conditions requiring reimbursement. (See Attachment 'B' - Reimbursable Task Order Process).

5. Exigent or Emergency Circumstances

5.1 The parties recognize that during certain disasters or public emergencies, County may determine that exigent or emergency circumstances exist that require immediate action and may permit County to use expedited or noncompetitive procurement methods under applicable Federal, state, local laws, and regulations.

5.2 In such circumstances, and when allowed by applicable law and federal guidance, County may use this Agreement as a framework under which it issues separate procurement instruments (such as contract addendums, purchase orders, or task orders) to EMR.

5.3 County is solely responsible for determining whether exigent or emergency circumstances exist, for complying with all applicable procurement requirements (including any documentation of noncompetitive procurement), and for ensuring that any costs it seeks to have reimbursed from state or federally awarded money is allowable, allocable, and reasonable.

5.4 Nothing in this Agreement is intended to interpret federal policy, guaranteed reimbursement of any cost, or relieve County of its obligations under Federal, state, or local laws.

General Provisions.

6. This Agreement will remain in full force and effect during the Term set forth above unless any of the following occur:

   6.1 Either County or EMR terminates this Agreement upon 14 days' written notice to the other party with or without cause, or

   6.2 Terminated immediately by EMR due to nonpayment by County, or

   6.3 The parties mutually agree in writing to terminate this Agreement on a given day/time.

7. This Agreement may not be assigned, in whole or in part, by either of the parties to another without the prior written consent of the other party. Notwithstanding the aforementioned, EMR may utilize third party vendor resources as needed during any operation.

8. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations or agreements whether verbal or written. This Agreement will not be amended except by an instrument in writing, duly executed by an authorized representative of each party.

9. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, the balance of this Agreement remains enforceable to the extent allowed by law.

10. Any official notice directly related to this Agreement will be in writing and deemed to have been sufficiently given when personally delivered to or sent via certified overnight mail, to the addresses listed below. Non-official notices may be provided either by certified mail or via email to the email addressed listed below.

County:	EMR:
200 E Ferguson Street	7451 FM 3009
Tyler, Texas 75702	Schertz, Texas 78154
Attn: Neal Franklin, County Judge	Attn: Justen Noakes, President
Phone: 903-714-8091	Phone: 210-801-7951
Email: nfranklin@smith-county.com	Email: JN3179@NationalEMR.us

11. No Third-Party Beneficiaries; No Exclusivity. This Agreement does not create any rights, benefits, or causes of action for any third party. Nothing herein is intended to create an exclusive relationship. Each party remains free to enter into similar arrangements with other entities.

12. Nothing in this Agreement will be construed to make EMR an employee, agent, or partner of County.

13. This Agreement will be governed by and be construed in accordance with the laws of the state of Texas without reference to its laws governing conflicts of law. Each Party hereby irrevocably agrees that any legal action or proceeding with respect to this Agreement will be brought in the

courts of the state of Texas or in any United States District Court located within Texas, and by execution and delivery of this Agreement, each party irrevocably submits to each such jurisdiction and hereby irrevocably waives any and all objections which it may have as to venue in any of the above courts.

The signers below represent they have the authority to legally bind their respective entities.

SMITH COUNTY	**EMERGENCY MANAGEMENT AND RESPONSE**
Signed:_____	Signed: _____
Neal Franklin	**Justen Noakes**
County Judge	**President**
Date: _____	Date: _____

Attachment A: Authorized Requestors

Position	Name	Contact Phone Number	Contact Email Address

Attachment B: Reimbursable Task Orders - Process

County understands and agrees that, under certain circumstances, it may task EMR for goods, supplies, and services for reimbursement. County will provide written notification to EMR of its situation and unmet needs and will work with EMR to determine those specific resources; supplies, materials, and/or personnel that will be required to fulfil the need. EMR will then provide County with a written cost estimate delineating those resources, anticipated response time and pricing necessary to meet the needs of County. County may accept, negotiate, or decline the proposal. If/once accepted, County would then issue a bilateral task order which will serve as the mechanism for securing the necessary resources from EMR, and source for calculation and reimbursement from County to EMR.

- The task order will delineate resources requested by County from EMR. County agrees to reimburse all expenses associated with the requested resources. The estimated cost of requested resources will be provided in advance of activation.
- EMR will invoice County bi-monthly for services provided. County will ensure each invoice is paid within thirty (30) business days from the date County receives the invoice. County understands its timely payments to EMR are fundamental to the strict performance requirements of this Agreement. As such, EMR may terminate the agreement immediately if payment is not received in a timely manner. County will notify EMR, in writing, of any errors or objections to an invoice within five (5) business days from the date upon which County receives the invoice specifying those items at issue. EMR will review and respond to County within five (5) business days and notify County if any invoice adjustment is appropriate. County's failure to timely notify EMR of any such errors or objections will constitute a waiver of any future objection to such invoice(s). Invoice details and necessary supporting documentation will be specified in the task order from County to EMR.

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 10/24/2026	**Submitted by:** Michelle Allcon
Meeting Date: 11/17/2026	**Department:** Elections

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

Title: Elections

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

Agenda Wording:

Consider and take necessary action to approve an order canvassing the November 3, 2026 General Election, and authorize the county judge to sign all related documentation.

Background:

Financial and Operational Impact:

Attachments: Yes ☑ No ☐

Is a Budget Amendment Necessary? Yes ☐ No ☑

Does Document Require Signature? Yes ☑ No ☐

Return Signed Documents to the following:	
Name: Michelle Allcon	**Email:** mallcon@smith-county.com
Name:	**Email:**
Name:	**Email:**
Name:	**Email:**

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

Office Use Only
Agenda Item # _____

SUBMIT

5

SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/5/2026	**Submitted by:** J Bell for C Williams
Meeting Date: 11/17/2026	**Department:** Constable Precinct 5

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

Title: 2027 Federal Equitable Sharing Agreement and Certification

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

Agenda Wording: Consider and take necessary action to approve the 2027 Federal Equitable Sharing Agreement and Certification for Smith County Constable, Precinct 5, and authorize the county judge to sign all related documentation.

Background: See attached.

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: Candice Williams	**Email:** cwilliams@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.

Office Use Only
Agenda Item # _____

SUBMIT

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: TX2121400
Agency Name: Smith County Constable Precinct 5 **Type:** Police Department
Mailing Address: P O BOX 609
Lindale, TX 75771

Agency Finance Contact
Name: Williams, Candice
Phone: 9035904901 **Email:** CWilliams@smith-county.com

Jurisdiction Finance Contact
Name: Hollis, Timothy
Phone: 903-590-4700 **Email:** thollis@smith-county.com

ESAC Preparer
Name: Williams, Candice
Phone: 9035904901 **Email:** CWilliams@smith-county.com

FY End Date: 09/30/2026 **Agency FY 2027 Budget:** $558,233.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$17,726.75	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Other Income	$0.00	$0.00
4	Interest Income	$671.34	$0.00
5	Total Equitable Sharing Funds Received (total of lines 2-4)	$671.34	$0.00
6	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	$18,398.09	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$0.00	$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Moore, Jeff
Company: Gollob, Morgan, Peddy
Phone: 903-534-0088 **Email:** jeffm@gmpcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 9999-99-XXXXXX-9999999999

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Hicks, Wesley
Title: Constable
Email: whicks@smith-county.com

Signature: Submitted Electronically Date: 11/04/2026

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Franklin,Neal
Title: County Judge
Email: nfranklin@smith-county.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/09/2026	**Submitted by:** JAYE LATCH
Meeting Date: 11/17/2026	**Department:** Purchasing

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

Title: Award a contract for RFP # 33-26 Disaster Debris Management & Monitoring

Agenda Category:

- ○ **Briefing Session**
- ◉ **Court Orders**
- ○ **Presentation**
- ○ **Recurring Business**
- ○ **Resolution**
- ○ **Executive Session**

Agenda Wording: Consider and take necessary action to award a contract for RFP 33-26 Disaster Debris Management & Monitoring and authorize the County Judge to sign all necessary documentation.

Background: This contract is for emergency disaster debris monitoring. We are requesting to award a contract for one year with two, one year auto renewal options. The contract will be activated on an "as needed" basis to address emergency situations. We received one response that was evaluated and scored base upon the published evaluation criteria. We recommend award a contract to Thompson Consulting Services for Disaster Debris Management & Monitoring.

Financial and Operational Impact: No County Budget. Contract activated and appropriated on an "as needed" basis. This contract is activated upon approval of commissioners court in which an event is declared and a budget is set.

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

Return Signed Documents to:

Reviewed By:	
☑ County Auditor	☐ Chief Technical Officer
☑ Purchasing Director	☐ Other Relevant Reviewers(s):
☑ Legal Department	☐ County Judge

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.

Item Received By: _____ **Date:** _____

SUBMIT

RFP 33-26 DISASTER DEBRIS MANAGEMENT & MONITORING

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

Qualifications/Experience – 20 Points

Resources and Availability – 20 Points

Project Approach &Management – 15 Points

FEMA Reporting & Reimbursement – 20 Points

Compensation - 25 Points

Thompson Consulting Services offers the best value for Smith County based upon the published weighted criteria.

There was 1 Proposal Received.

CONTRACTOR	**SCORE**
THOMPSON CONSULTING SERVICES	96

This is an as needed Contract. We recommend awarding the contract RFP 33-26 to Thompson Consulting Services in the amount of $212,920.00.

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/09/2026	**Submitted by:** J. Latch
Meeting Date: 11/17/2026	**Department:** PURCHASING

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

Title: Award a contract for Bid # 32-26 Emergency Mangmt Debris Clean up

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

Agenda Wording: Consider and take necessary action to award a contract for Bid 32-26 Emergency Management Debris Clean up and authorize the County Judge to sign all necessary documentation.

Background: This contract is for emergency management debris clean up. We are requesting to award a contract for one year with two, one year auto renewal options. The contract will be activated on an "as needed" basis to address emergency situations. We received 10 bids and the lowest responsible, responsive bidder meeting all qualifications is Horner Services.

Financial and Operational Impact: No County Budget. Contract activated and appropriated on an "as needed" basis. This contract is activated upon approval of commissioners court in which an event is declared and a budget is set.

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.

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Agenda Item # _____

SUBMIT

Purchasing Department Sealed Bid Tabulation
October 14, 2026
Bid Number: 32-26 Emergency Management Debris Clean Up

BIDDER NAME	BASE BID AMOUNT
HORNER SERVICES	$ 366,146.00
CTC DISASTER RESPONSE INC.	$ 400,197.00
CERES ENVIRONMENTAL SERVICES	$ 464,860.00
LOOKS GREAT SERVICES	$547,625.00
GLOBAL EMERGENCY	$606,079.00
DRC EMERGENCY SERVICES	$ 777,199.00
AFTERMATH DISASTER	$817,495.00
TFR ENTERPRISES	$858,075.00
SOUTHERN DISASTER	$871,240.00
GARNER ENVIRONMENTAL	$905,115.00

*This is an as needed Contract, and values listed are estimates. Offers listed herein tabulated were received as of the published bid opening date and time. All other offers are declared non-responsive and are hereby rejected.

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/9/2026	**Submitted by:** Jennafer Bell
Meeting Date: 11/17/2026	**Department:** County Clerk

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

Title: Comm Court Minutes - October 2026

Agenda Category:

- ○ **Briefing Session**
- ○ **Court Orders**
- ○ **Presentation**
- ◉ **Recurring Business**
- ○ **Resolution**
- ○ **Executive Session**

Agenda Wording: Consider and take the necessary action to approve the Commissioners Court minutes for October 2026.

Background:

Financial and Operational Impact:

Attachments: Yes ☑ No ☐

Is a Budget Amendment Necessary? Yes ☐ No ☑

Does Document Require Signature? Yes ☑ No ☐

Return Signed Documents to the following:	
Name:	**Email:**
Name:	**Email:**
Name:	**Email:**
Name:	**Email:**

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

Office Use Only
Agenda Item # _____

SUBMIT

THE FOREGOING COMMISSIONERS COURT MINUTES FOR THE MONTH OF OCTOBER 2026 A.D. ACCEPTED THE 17TH DAY OF NOVEMBER 2026 A.D.

_____

Neal Franklin
County Judge

_____

Christina Drewry
Commissioner, Precinct 1

_____

John Moore
Commissioner, Precinct 2

_____

J Scott Herod
Commissioner, Precinct 3

_____

Ralph Caraway, Sr.
Commissioner, Precinct 4

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/9/2026	**Submitted by:** Jennafer Bell
Meeting Date: 11/17/2026	**Department:** County Clerk

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

Title: Comm Court Recordings - October 2026

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

Agenda Wording: Receive Commissioners Court recordings for October 2026.

Background:

Financial and Operational Impact:

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

Does Document Require Signature? Yes ☐ No ☑

Return Signed Documents to the following:	
Name:	**Email:**
Name:	**Email:**
Name:	**Email:**
Name:	**Email:**

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

Office Use Only
Agenda Item # _____

SUBMIT

10

SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/092026	**Submitted by:** KAREN NELSON
Meeting Date: 11/17/2026	**Department:** ROAD & BRIDGE

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

Title: Utility Permits

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

Agenda Wording: Receive pipe and/or utility line installation request (notice only):
a. County Road 3124 and 3124, Spectrum, install fiber optic cable and pedestal, 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.

Office Use Only
Agenda Item # _____

SUBMIT

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: Jessie Logan with Entrust Solutions — Date: 11/05/2026
Company Name (*if different*): Spectrum — Phone: (469)435-1539
Address: 3302 Hwy 243 Canton, TX 75103 — Fax:
Zip:
24/7 Contact Name: Bradley Holland — Phone: 903-348-6682
Contractor: Sunrise Telecom — Phone:
Bonding Company: ~~Amerisure Insurance Company~~ Amerisure Mutual Insurance Com — Phone: (847) 463-7894
2. Franchise Holder: Spectrum — Phone:
3. Franchise Contact: Nathan Serna — Phone: (469)435-1539
4. Location *(if applicable, length of installation in feet):* Spectrum proposes to install a total of 301' of 2" HDPE conduit and fiber optic cable set new pedestal at receiving area. Starting on ROW of CR 3124 cross UG to ROW of CR3212 ROW installing approx 247', then continue North on CR3212 ROW to install 54' with new pedestal.

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: TCP (2-2a)

7. Proposed start date: 11/16/2026 Completion date: 12/31/2026

It is expressly understood that the SMITH COUNTY Commissioners Court does not purport, herby, 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 instillation will be borne by the owner of this line.

9. At least one half of the traveled portion of the road must be open to traffic at all times.

10. This permit is permissive, is subject to the public right of travel on and access to the right-of-way, and may not be assigned.

11. The applicant shall secure all other necessary or required permits, licenses, or approvals before starting work.

12. Signs and traffic controls shall comply with the current edition of the Manual on Uniform Traffic Control Devices, as approved by the Texas Department of Transportation.

13. All work shall conform to the design standards and specifications of the County.

14. Restoration of the right-of-way is required and shall be completed within 30 days of the completed work within the right-of-way.

15. Right-of-Way surfaces shall be cleaned before the end of each day's work. All catch basins, culverts or other improvements affected by any deposits of dirt, mud, rock, debris, or other material shall be cleaned daily or as specified by the County.

16. The applicant shall provide proof of Insurance.

17. The applicant shall be responsible for all utility locates.

18. All residents or businesses affected by any scheduled maintenance causing road closure, or interruption of any utility service shall be notified forty-eight (48) hours prior to any work. Emergency situations are exempt.

19. Petrochemical or other hydrocarbon pipelines: Does this pipeline fall under the Texas Rail Road Commission (flowlines). Yes_____ No X_____

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

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

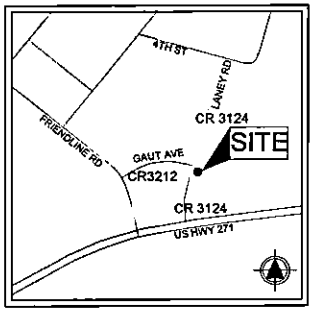
Applicants Signature: Jessie Logan Date: 11/05/2026

Spectrum
Construction Coordinator II
Nathan Serna
3302 Hwy 243 Canton, TX 75103
nathan.serna@spectrum.com
(469)435-1539

Approved: _____
Smith County Road Administrator/Engineer

Submitted by Jessie Logan of ENTRUST Solutions Group, 1922 Dry Creek Way, Ste 116, San Antonio, TX 78259 on behalf of Spectrum a Franchise Utility Company. Work will be performed by a Contractor along with Spectrum's Construction Coordinator
jlogan@entrustsol.com | 210-477-0489

Contractor:
Sunrise Telecom
Bradley Holland
6910 I-20 Frontage Rd
Canton, TX 75103
903-348-6682
Bradley.Holland@Sunrisetele.com



LOCATION MAP
NTS

VACANT

13039 GAUT AVE

11719 LANEY RD

11696 LANEY RD

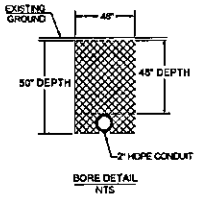
DIRECTIONAL BORE 54 LF & INSTALL:
(1) 2" HDPE CONDUIT - 48" MIN DEPTH
(1) FIBER OPTIC CABLE

SET NEW PED
(12"X12"X24")
(SET AT 0-12" OF ROW)
RECEIVE AREA
BORE PIT
LAT. 32.433355
LON. -95.190478

5' 15' 20'

ROW
EOP
EXIST DW

CR 3212



BORE DETAIL
NTS

STAGE/RECEIVE AREA
BORE PIT
LAT. 32.433190
LON. -95.190507

DIRECTIONAL BORE 163 LF & INSTALL:
(1) 2" HDPE CONDUIT - 48" MIN DEPTH
(1) FIBER OPTIC CABLE

STAGE/RECEIVE AREA
BORE PIT
LAT. 32.433104
LON. -95.189938

11699 LANEY RD

CR 3124

DIRECTIONAL BORE 84 LF & INSTALL:
(1) 2" HDPE CONDUIT - 48" MIN DEPTH
(1) FIBER OPTIC CABLE

3' 17' 20'

STAGE AREA
BORE PIT
LAT. 32.433077
LON. -95.189682

NO FACILITIES OF LANEY RD AND GAUT AVE WERE MARKED IN FIELD. LOCATES WERE NOT MARKED.

PROPOSED CONDUIT WILL CLEAR A MINIMUM OF 2' FROM ALL UNDERGROUND EXISTING UTILITIES AND DRAINAGE STRUCTURES FROM HORIZONTAL AND VERTICAL CLEARANCE

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED.
CALL: 1-800-344-8377

NOTE:
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.

Spectrum

PROJECT	TAILORED ADHESIVES
LOCATION	13039 GAUT AVE
DRAWN	ENTRUST
DATE	10-27-2026
SCALE	NTS
APPLICATION	COUNTY PERMIT
PRISM #	7016336
COUNTY	SMITH
PAGE	1 OF 1
APPROVED BY	JONOTHAN SKINNER

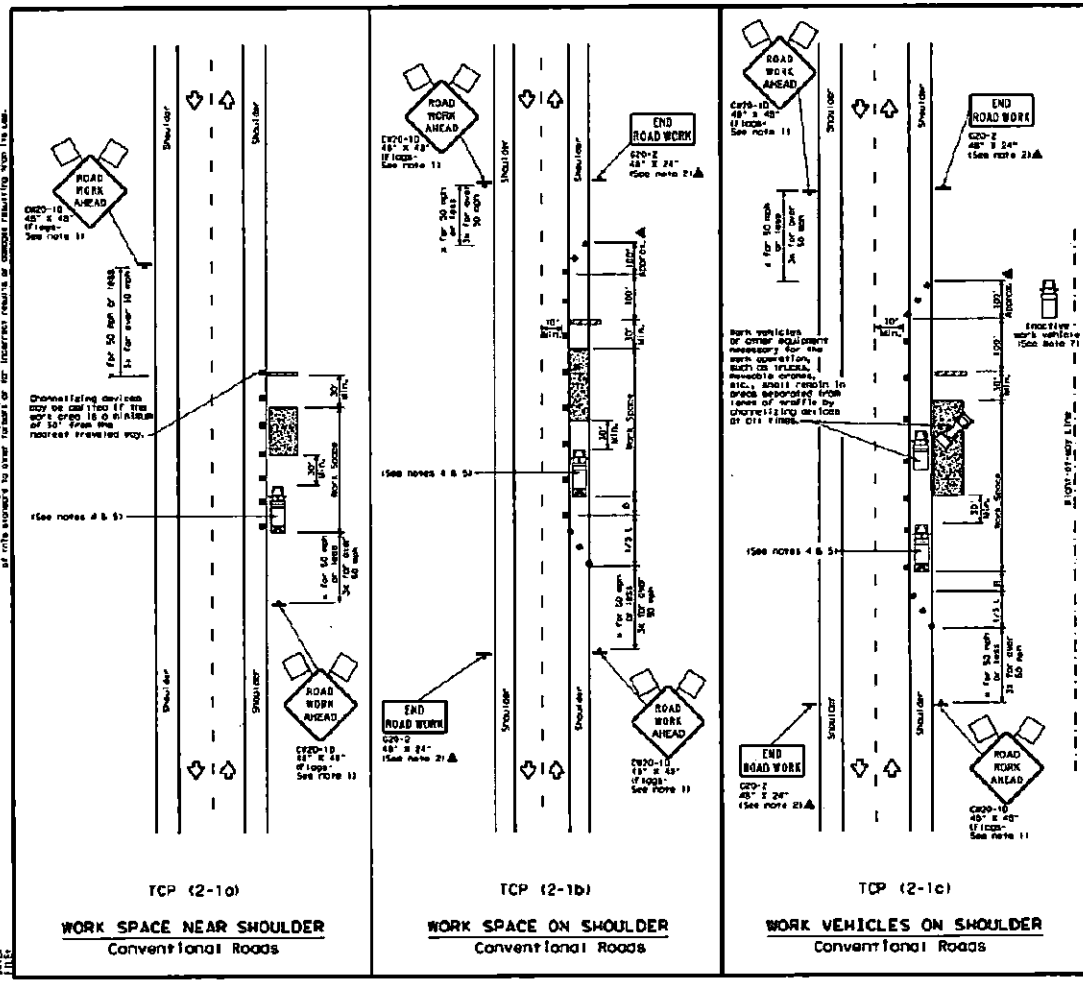
LEGEND

NEW POLE	WATER UTILITY	BORE BIT	EXISTING CONDUIT
PROPOSED CATV POLE	NATURAL GAS UTILITY	NEW VAULT/HANDHOLES	NEW BUILD
STEEL POLE	SANITARY SEWER UTIL.	PROPOSED PEDESTAL	OVERLASH
TRANSFORMER POLE	TELEPHONE UTILITY	ROW RIGHT OF WAY LINE	NEW UG TRENCH
POWER POLE	ELECTRIC UTILITY	EXISTING CURB	NEW UG BORE
RISER		EOP EDGE OF PAVEMENT	

REVISIONS	
DATE	COMMENTS
	NK

PREPARED BY:
ENTRUST SOLUTIONS GROUP
A Lendos Company

TRAFFIC CONTROL DETAILS



TCP (2-1a)

WORK SPACE NEAR SHOULDER

Conventional Roads

TCP (2-1b)

WORK SPACE ON SHOULDER

Conventional Roads

TCP (2-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

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 "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Tangent	On a Tangent		
30	L=WS²/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		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

1. Flags 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 in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. 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.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(2-1)-18

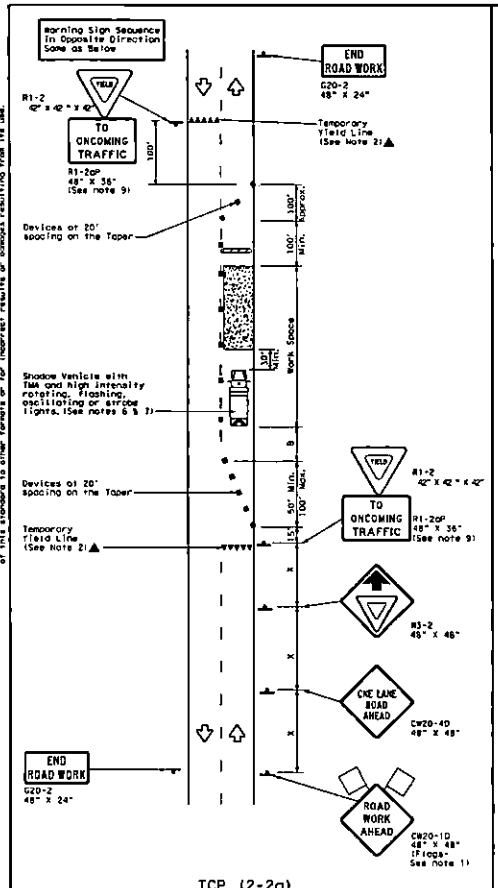
PROJECT	TAILORED ADHESIVES		
LOCATION	13039 GAUT AVE		
DRAWN: ENTRUST	DATE: 10-27-2026	SCALE: NTS	APPLICATION: COUNTY PERMIT
PRISM #: 7016336	COUNTY: SMITH	PAGE:	APPROVED BY: JONOTHAN SKINNER

LEGEND

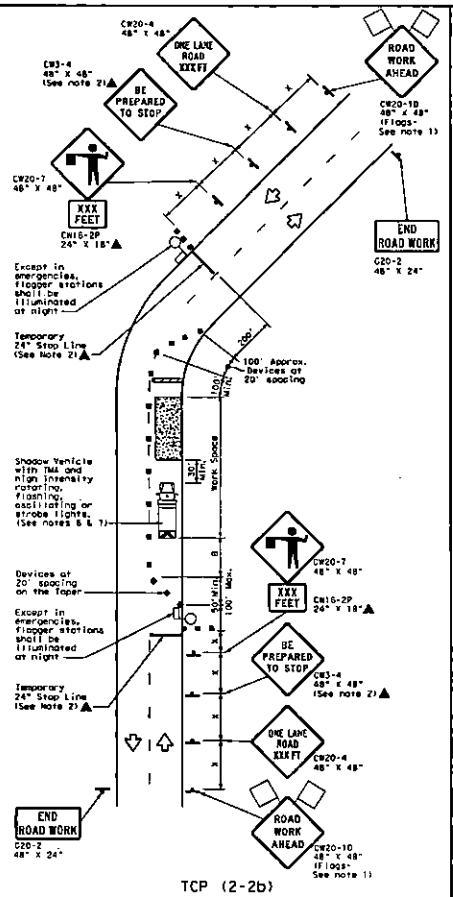
- NEW POLE
- PROPOSED CATV POLE
- STEEL POLE
- TRANSFORMER POLE
- POWER POLE
- RISER
- —W— WATER UTILITY
- —G— NATURAL GAS UTILITY
- —SS— SANITARY SEWER UTIL.
- —T— TELEPHONE UTILITY
- —E— ELECTRIC UTILITY
- BORE BIT
- NEW VAULT/HANDHOLES
- PROPOSED PEDESTAL
- ROW RIGHT OF WAY LINE
- EXISTING CURB
- —EOP— EDGE OF PAVEMENT
- EXISTING CONDUIT
- NEW BUILD
- OVERLASH
- NEW UG TRENCH
- NEW UG BORE

REVISIONS	
DATE	COMMENTS
	NK

PREPARED BY: ENTRUST SOLUTIONS GROUP A Leidos Company



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

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 ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

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

TYPICAL USAGE

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

GENERAL NOTES

1. Flags 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 stored elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The W3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. 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.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

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

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-18

FILE: tcp2-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1995	CONT	SECT	JOB	HIGHWAY
8-95 3-03	DIST	COUNTY		SHEET NO.
1-97 2-12				
6-99 2-18				
8-02				

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

DATE:
FILE:

Charter
COMMUNICATIONS

July 27th, 2026

To Whom it May Concern:

On behalf of Spectrum Gulf Coast LLC, a Delaware limited liability company, (hereinafter "Spectrum"), I provide EN Engineering, LLC (hereinafter "Entrust") with this revocable, non-exclusive Letter of Authorization (hereinafter "LOA") authorizing Entrust, to act as Spectrum's agent for the limited purposes set forth herein.

Under this LOA, Spectrum allows Entrust revocable, non-exclusive access to submit permit applications and sign documents for the permits on behalf of Spectrum.

This LOA shall remain in effect until modified or rescinded in writing by Spectrum and such rescission is received by Entrust. The appointment of Entrust as Spectrum's agent for the purpose described herein does not in any manner preclude Spectrum from acting on its own behalf.

Thank you for your cooperation.

Sincerely,

VP Regional Construction
Spectrum Gulf Coast LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erin Carnahan	
Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	PHONE (A/C, No, Ext): (847) 463-7894	FAX (A/C, No): (847) 440-9123
	E-MAIL ADDRESS: erin.carnahan@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AMERISURE INSURANCE COMPANY	19488
INSURED Sunrise Telecom Inc. 1001 Craig Road Suite 450 Saint Louis MO 63146	INSURER B : Amerisure Mutual Insurance Com	23396
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 463652224 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP21248920201	12/22/2025	12/22/2026	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] Damage Ded.						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	X POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			CA21251460202	12/22/2025	12/22/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			CU21248930202	12/22/2025	12/22/2026	EACH OCCURRENCE	$ 10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC21248940202	12/22/2025	12/22/2026	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased & Rented Equipment			CPP21248920201	12/22/2025	12/22/2026	Limit: 250,000	Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

Proof of Insurance Only

CERTIFICATE HOLDER

Smith County, Texas
200 E Ferguson St.
Tyler TX 75702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dana Paljak

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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**
- ◉ **Court Orders**
- ○ **Presentation**
- ○ **Recurring Business**
- ○ **Resolution**
- ○ **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.

Office Use Only
Agenda Item # _____

SUBMIT

From: Dylan Simmons
To: Jennafer Bell; Rachel McCord; Casey Murphy
Subject: The Health Plan Payment
Date: Tuesday, November 10, 2026 12:56:05 PM

Good afternoon,

Please include in payments:

$267,856.24 paid to The Health Plan out of Fund 56 on 11/13/2026.

Thank you,

Dylan Simmons
Assistant Treasurer
Smith County Treasurer's Office
200 E. Ferguson, Ste. 402
Tyler, Texas 75702
P: 903-590-4732
F: 903-590-4733

Budget Amendment Request

Prior Year Purchase Order Reappropriation and Rollover

Smith County, Texas

Amendment no.: EXP 2027-13

Request date: 11/10/2026 Prior FY: 26 Current FY: 27

Fund number and name: 10- GENERAL FUND; 95 Juvenile Services State Funding; 25 Local Law Enforcement Grants

Department or project: 10.560 Sheriff's Office; 95.591 Juvenile State Funding; 25.560 Local Law Enforcement Grants

Requested PO rollover total: $61,949.46 Schedule sheets attached: Y

Purpose and funding

Funding source and account or fund balance: Fund Balance- FY 26; XX.2551 Appropriations

Notes: Rollover valid encumbrances

Total appropriation not to exceed legally available resources

Net change in fund appropriations: $61,949.46

County Auditor review and recommendation

I have reviewed the listed commitments and year-end accounting, verified the requested amounts and available funding, and recommend this amendment. The request excludes prior-year expenditures/payables and duplicate current-year appropriations.

County Auditor signature: Jim Hollis Date: 11/10/2026

Printed name: Timothy Hollis

Commissioners Court approval

The Commissioners Court reviewed and approved this amendment and its attached schedules as recorded below.

Court meeting date: 11/17/2026

Approved PO rollover total: $_____ Approved net budget change: $_____

County Judge signature: _____ Date: _____

Printed name: _____

Approval Language:

I move to approve the FY2027 budget amendment reappropriating $61,949.46 for the valid FY2026 encumbrances that remained outstanding on September 30, 2026, as listed in the attached documents.

COUNTY OF SMITH

THE COUNTY AUDITOR

200 E. Ferguson, Suite 407
Tyler, Texas 75702

Timothy Hollis
County Auditor

Phone (903) 590-4700
Fax (903) 590-4716

November 10, 2026

Smith County Judge and Commissioners:

Please accept the attached form requesting a budget amendment to the Fiscal Year 2027 Approved Budget for valid outstanding encumbrances rolled over from Fiscal Year 2026.

The request involves the following outstanding purchase orders:

PO Number	*Fund*	*Department*	*Vendor*	*Outstanding Encumbrance Amount as of 9/30/26*
149899	10-General Fund	Sheriff's Office	CDW Government Inc.	$2,689.78
150719	95- Juvenile State Funding	Juvenile Services	Norix Group Inc.	$9,000.28
151005	25- Local Law Enforcement Grants	Sheriff's Office	Motorola Solutions Inc.	$50,259.40

Sincerely,

Timothy Hollis
Smith County Auditor

SMITH COUNTY, TEXAS

PURCHASE ORDER

PURCHASE ORDER NUMBER 149899

This number must appear on all correspondence, invoices and shipments relative to this order:

Please remit invoices to purchasing@smith-county.com

PO Date 06/23/2026

VENDOR: 010582

CDW GOVERNMENT, INC.
75 REMITTANCE DRIVE, SUITE 1515
CHICAGO IL 60675-1515

SHIP TO: 003676

SMITH COUNTY SHERIFF DEPT *
227 N SPRING
TYLER TX 75702

DELIVERED BY	SHIP VIA	F.O.B.	FREIGHT	Cancel Date

TERMS	TAX	CONFIRM TO	PHONE	EXT
	EXEMPT			

LINE#	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TAX	AMOUNT
01	1.00	EA	Quote #PXGM518 10.560.4400.481 TIPS 230105 Sourcewell 121923 Purchasing will forward PO to vendor	13,221.99	N	13,221.99

812.24 $6980.13
8.24.26 $ 27.93
8.24.26 $ 2788.02 bal on PO 3,425.91
FY26 9.30.26 736.13
Total pd in FY26 10,532.21

REQUISITION	DATE	DEPT.	REQUESTED BY
	06/23/2026	000560	VONDA TALIAFERRO

PROJECT/GRANT	REFER	DELIVER TO	COOP	CONTR#
	10.560	SO	YES	

SUBTOTAL	13,221.99
SALES TAX	EXEMPT
TOTAL	13,221.99

By accepting a Purchase Order from Smith County Seller certifies and agrees to Smith County Standard Purchase Terms and Conditions. Standard Purchase Terms and Conditions can be found on the Smith County website at https://www.smith-county.com/203/Purchasing

APPROVED BY: Amber Niles

SMITH COUNTY, TEXAS

PURCHASE ORDER

PURCHASE ORDER NUMBER 150719

This number must appear on all correspondence, invoices and shipments relative to this order:

Please remit invoices to purchasing@smith-county.com

PO Date 08/14/2026

VENDOR: 007557

NORIX GROUP INC.
1800 W. HAWTHORNE LANE STE N
WEST CHICAGO IL 60185

SHIP TO: 001943

JUVENILE SERVICES
2630 MORNINGSIDE DR
TYLER TX 75708

DELIVERED BY	SHIP VIA	F.O.B.	FREIGHT	Cancel Date

TERMS	TAX	CONFIRM TO	PHONE	EXT
	EXEMPT			

LINE#	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TAX	AMOUNT
01	1.00	EA	Quote #QUO583790 95.591.4400.480 Hondo Nuevo, 24" Armless Chair, Twilight Molded Plinth Base, Raven 10 @ $786.60/Each Shipping - $1,134.28 Spot Purchase Juvenile will forward PO to vendor	9,000.28	N	9,000.28

Hold

REQUISITION	DATE	DEPT.	REQUESTED BY
	08/14/2026		JENNIFER JIMENEZ

PROJECT/GRANT	REFER	DELIVER TO	COOP	CONTR#
	95.591	JUVENILE		

SUBTOTAL	9,000.28
SALES TAX	EXEMPT
TOTAL	9,000.28

By accepting a Purchase Order from Smith County Seller certifies and agrees to Smith County Standard Purchase Terms and Conditions. Standard Purchase Terms and Conditions can be found on the Smith County website at https://www.smith-county.com/203/Purchasing

APPROVED BY: Amber Niles

SMITH COUNTY, TEXAS

PURCHASE ORDER

PURCHASE ORDER NUMBER 151005

This number must appear on all correspondence, invoices and shipments relative to this order:

Please remit invoices to purchasing@smith-county.com

PO Date 08/28/2026

VENDOR: 002123

MOTOROLA SOLUTIONS INC.*
1303 E. ALGONQUIN ROAD
SCHAUMBURG IL 60196

SHIP TO: 003676

SMITH COUNTY SHERIFF DEPT *
227 N SPRING
TYLER TX 75702

DELIVERED BY	SHIP VIA	F.O.B.	FREIGHT	Cancel Date

TERMS	TAX	CONFIRM TO	PHONE	EXT
	EXEMPT			

LINE#	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TAX	AMOUNT
01	1.00	EA	Quote #3778021 25.560.4400.480	30,259.40	N	30,259.40
02	1.00	EA	Quote #3778021 25.560.4800.860 DIR-CPO-5433 (Exp. 12/5/29) Bill To: Smith County Purchasing 200 E Ferguson St., Suite 414 Tyler, TX 75702 Ship To: Smith County Sheriff Office Attn: Vonda Taliaferro 227 N Spring Ave Tyler, TX 75702 Purchasing will forward PO to vendor	20,000.00	N	20,000.00

REQUISITION	DATE	DEPT.	REQUESTED BY
	08/28/2026	000560	VONDA TALIAFERRO

PROJECT/GRANT	REFER	DELIVER TO	COOP	CONTR#
	25.560	SO	YES	

SUBTOTAL	50,259.40
SALES TAX	EXEMPT
TOTAL	50,259.40

By accepting a Purchase Order from Smith County Seller certifies and agrees to Smith County Standard Purchase Terms and Conditions. Standard Purchase Terms and Conditions can be found on the Smith County website at https://www.smith-county.com/203/Purchasing

APPROVED BY: Amber Niles

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SMITH COUNTY COMMISSIONERS COURT
AGENDA ITEM REQUEST FORM

Submission Date: 11/10/2026	**Submitted by:** J Bell for T Wilson
Meeting Date: 11/17/2026	**Department:** Commissioners Court

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

Title: Executive Session: SECTION 551.072 – DELIBERATIONS ABOUT REAL PROPERTY

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

Agenda Wording: SECTION 551.072 – DELIBERATIONS ABOUT REAL PROPERTY

Deliberation regarding the purchase, exchange, lease, or value of real property located in or near the downtown Tyler area for future development of County facilities.

Background:

Financial and Operational Impact:

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

Does Document Require Signature? Yes ☐ No ☑

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Agenda Item # _____

SUBMIT