

Item# 7

**PROCLAMATION**  
**A Day of Thanksgiving**

**WHEREAS**, our forefathers established a day of Thanksgiving – a special day set aside to acknowledge their blessings; and

**WHEREAS**, it has become traditional for the people of the United States to celebrate a day of Thanksgiving as a way of reflecting on their many blessings and giving thanks for all they have been given; and

**WHEREAS**, the people of this country, and more specifically, the people of Smithville, are truly blessed with much for which to be thankful; and

**WHEREAS**, as we count our blessings, let us not forget the freedoms we so often take for granted, freedoms that were hard-fought by earlier generations and current servicemen and women who have given their lives so that we might be free; and

**WHEREAS**, with these freedoms come a responsibility – it is up to each of us to find a way to participate in the community, by working through the churches, the schools, local service organizations, and the City to help improve the quality of life for those who are less fortunate.

**NOW, THEREFORE**, I, Sharon Foerster, Mayor of the City of Smithville, do hereby proclaim Thursday, November 23, 2023, as:

***A Day of Thanksgiving***

and urge all citizens to join with the churches of our City to reinforce the ties of family and community and to express gratitude for the many blessings we enjoy.

**PROCLAIMED** this 13th day of November 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 13<sup>th</sup> day of November 2023.

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Sharon Foerster, Mayor

ATTEST:

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Jennifer Lynch, City Secretary



## **Proclamation**

### **Honor Our Veterans Day**

**WHEREAS**, our community has a continuing sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy; and

**WHEREAS**, the freedoms we enjoy as Americans have been purchased and maintained at a high price throughout our history; and

**WHEREAS**, since the establishment of the original 13 states, Americans have been willing to fight and die to preserve their individual rights guaranteed in the United States Constitution and the Bill of Rights; and

**WHEREAS**, we owe a great debt to those who have served in defense of this nation; and

**WHEREAS**, throughout the generations, their sacrifices have preserved our unique form of government dedicated to human rights and respect for the individual; and,

**WHEREAS**, for many, that sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty established as an example for all the oppressed persons of the world; and,

**WHEREAS**, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of a people dedicated to the principles of freedom and democracy;

**NOW, THEREFORE, I**, Sharon Foerster, Mayor of the City of Smithville, on behalf of the entire City Council, do hereby proclaim November 11<sup>th</sup> as

#### **HONOR OUR VETERAN'S DAY**

and urge all citizens to honor our veterans and rededicate themselves to the preservation of our liberties under the Constitution.

Passed and approved on this 13<sup>th</sup> day of November 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 13<sup>th</sup> day of November 2023.

---

Sharon Foerster, Mayor

ATTEST:

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Jennifer Lynch, City Secretary

## **PROCLAMATION**

### **IN OPPOSITION TO A ROCK-CRUSHING PLANT**

**WHEREAS**, on October 16, 2023, the City Council convened and voted in opposition to a rock crushing/gravel operation proposed for a site on FM 153 near its intersection with State Highway 71; and

**WHEREAS**, its proposed location is in the very heart of three of our community's most valuable assets – the Colorado River, Buescher State Park, and River Bend Park. Given the nature of these assets – a major river, a large state park, and a large regional park – the various risks posed by the gravel operation should be considered very thoughtfully; and

**WHEREAS**, the City of Smithville believes reasonable analysis would conclude that those risks outweigh the rewards and private property rights. We can hardly imagine a more incompatible site for the proposed facility; and

**WHEREAS**, concurrent with various environmental risks are our concerns about the volume and size of commercial vehicular traffic to be generated by the proposed facility. The intersection of FM 153 and Highway 71 is under-developed; and

**WHEREAS**, it already receives considerable traffic from the park and normal neighborhood feeder traffic, volumes that will significantly increase with the pending construction of a convenience store and restaurant at one corner, PLUS the 70+ large gravel trucks per day estimated by the applicant to occur at the proposed facility; and

**NOW, THEREFORE** be it resolved by the Mayor and City Council of the City of Smithville, Texas is in opposition to the proposed rock-crushing gravel plant and encourages all citizens to voice their concerns and request all permits and approvals for the plant be denied.

### **OPPOSITION TO A ROCK-CRUSHING GRAVEL PLANT**

Passed and approved on this 13<sup>th</sup> day of November 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 13<sup>th</sup> day of November 2023.

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Sharon Foerster, Mayor

ATTEST:

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Jennifer Lynch, City Secretary

# Final Thoughts...

## Smithville, Texas



- Economic Development 101
- Banking and Small Business Initiatives
- Retail Development
- Marketing – Telling Your Story
- Diversified Housing
- Workforce Training
- Parks & Recreation
- Downtown Revitalization
- Wrap Up



## Educational Series: Economic Development Conversations

- Proximity to Multiple Markets
- Transportation Outlets
- Airport
- Workforce Training & Talent Development
- Natural Resources/Recreation
- Excellent School System
- Quality Job Opportunities
- Community Events
- Active Downtown
- Engaged Citizens
- Visionary Plans for the Future
- Shovel Ready Sites
- Diverse Housing Options



## What People are Looking For

- Access to Utilities\*
- Land used for Highest & Best Use\*
- Visionary Planning & Zoning\*
- Stakeholder Input/Feedback\*
- Strong Communications
- Collaboration & Partnerships
- Clear Objectives\*
- Realistic Expectations\*
- Local Investment
- Open to Change & Directional Growth
- Understanding the Mission, Vision & Values\*

\* Covered in Comprehensive Plan



## Critical Factors for Growth

- You Have a Great Story to Tell – Don't be a Secret
- Direct Your Marketing to Specific Audiences
- Understand the Reality of Your Population
- Support the Existing Economic Development efforts
- Every Conversation was Filled with People Passionate about the Future of Smithville
- The Workforce Center is an Asset
- Celebrate your Success
- You Control Your Destiny – Measured Patience



## Observations

### Currently Measuring:

- Grants Received
- Infrastructure Development
- Hotel Occupancy
- RFP Responses

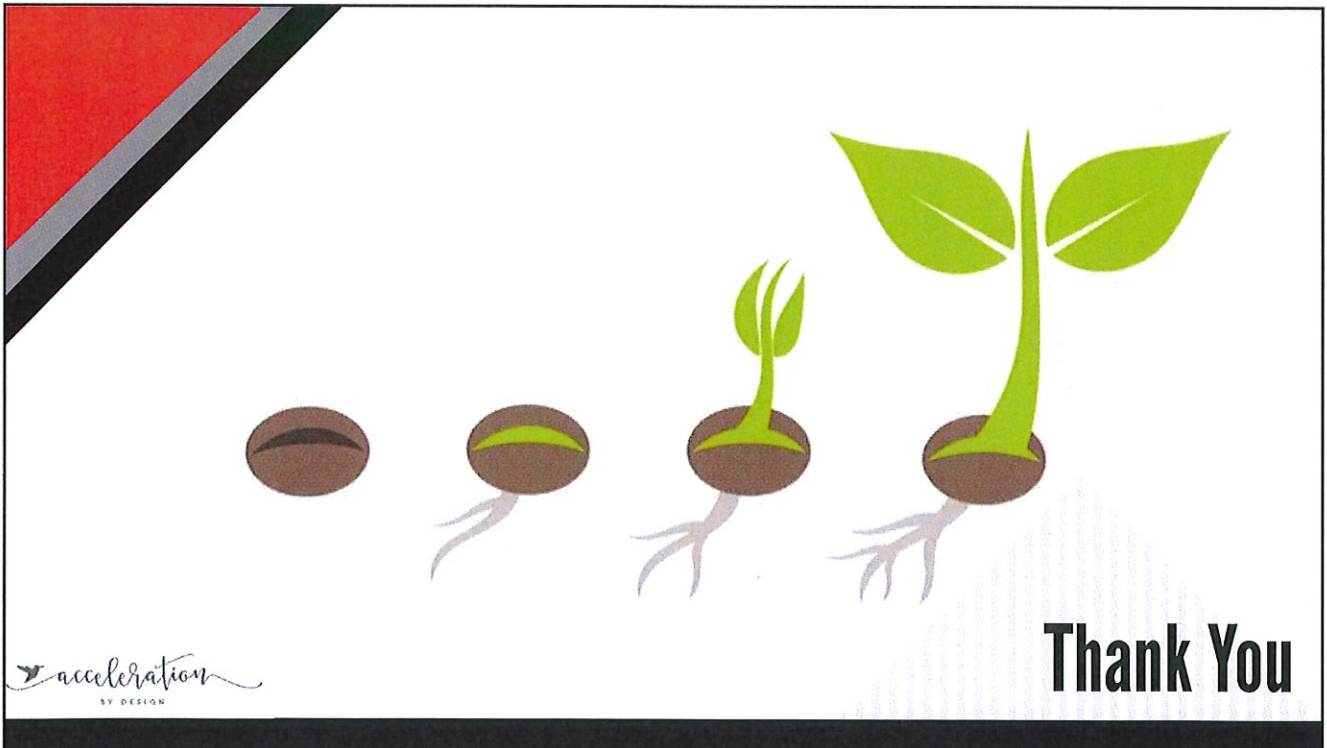
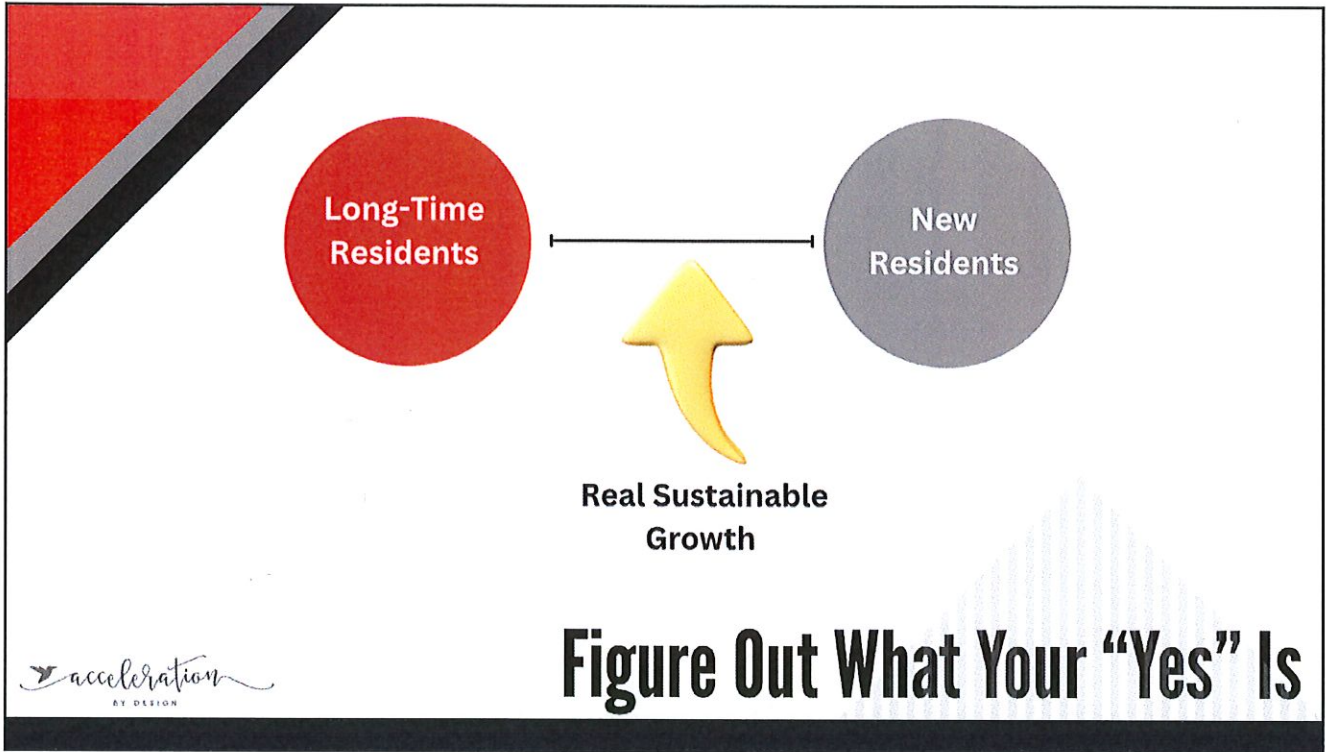
### Other items to consider:

- New Business Startups (with Innovation Center)
- Business Workshops (with Partners)



## Measuring Success





For the presentation from Stacy Savage on Recycling please go to the link below

[https://docs.google.com/presentation/d/1Mw4Sl\\_4vd8dOXFxaSvqBOPyDmAs18vK\\_/edit?usp=sharing&ouid=103194129055212364503&rtpof=true&sd=true](https://docs.google.com/presentation/d/1Mw4Sl_4vd8dOXFxaSvqBOPyDmAs18vK_/edit?usp=sharing&ouid=103194129055212364503&rtpof=true&sd=true)



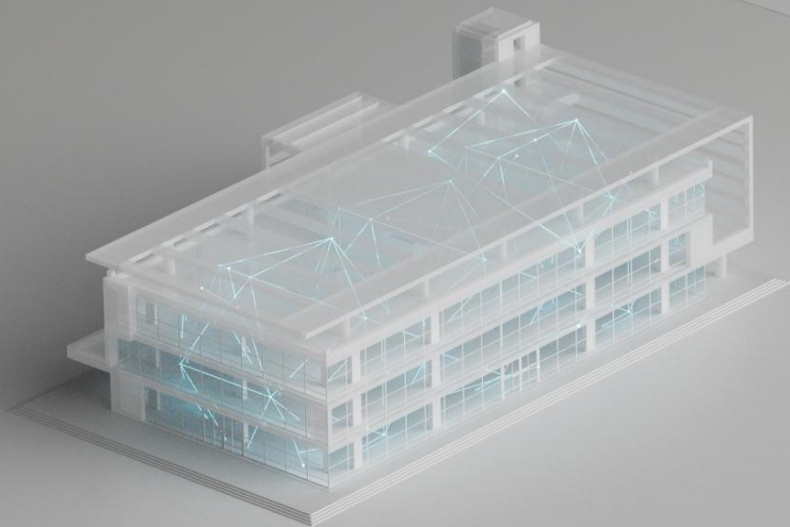
# Smithville Proposal

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In collaboration with:  
Robert Tamble – City Manager  
David Repka – Chief of Police  
Jennifer Lynch – City Secretary  
Ashley Garrison – Rec Director







## Sections

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1. Overview of Challenges
2. Deployment Overview
3. Next Steps



# Overview of Challenges





# Challenges Faced by Smithville

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Usability, scalability and security are key issues identified by your team

1

## Security Risk/Ban

The FCC has banned the use of Hikvision cameras in the U.S citing national security concerns.

2

## Limited Access

Difficult to access system as well as view and save footage from remote locations.

3

## Integrating Across Sites

Integrating NVRs across sites is complex, leading to operational headaches

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4

## Poor User Security

Multiple unaddressed instances due to current blind spots and system shortcomings.

5

## Unpredictable Storage

Storage varies based on amount of activity, number of cameras, frame rate, and resolution

6

## No Device Interoperability

Integrating 2 disparate systems such as Alarms and Video Security typically leads to limited functionality of advertised features



## Risks of keeping HikVision

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\*Sources Cited on following slide

1

### **FCC Security Risk/Ban**

The FCC has banned the use of Hikvision cameras in the U.S citing national security concerns.

2

### **Over 80k exploitable Hikvision cameras exposed**

Security researchers have discovered over 80k hikvision cameras vulnerable to a critical command injection flaw that is easily exploitable.

3

### **Russian hacking/interference**

CYFIRMA says russian-speaking hacking forums often sell network entrance points relying on exploitable Hikvision cameras that can be used.

4

### **DHS funding concerns**

The Department of Homeland Security will not allow Federal Funds to be used for banned equipment (i.e Hikvision).

5

### **Recording/Exploitation of Private Footage**

In a statement to Securityinforwatch.com Hikvision said it received an email from IPVM alleging that criminals had used its cameras to record "unconscionable things."

6

### **Vulnerable When System Fails**

With the banning of US distribution and services provided by Hikvision, customers are left vulnerable when system/cameras go down.



Federal Communications Commission		FCC 22-84
Before the Federal Communications Commission Washington, D.C. 20554		
In the Matter of	)	
Protecting Against National Security Threats to the Communications Supply Chain through the Equipment Authorization Program	)	ET Docket No. 21-232
Protecting Against National Security Threats to the Communications Supply Chain through the Competitive Bidding Program	)	EA Docket No. 21-233
REPORT AND ORDER, ORDER, AND FURTHER NOTICE OF PROPOSED RULEMAKING		
Adopted: November 11, 2022 Released: November 25, 2022		
Comment Date: 30 days after Federal Register publication		
Reply Comment Date: 60 days after Federal Register publication		
By the Commission: Chairwoman Rosenworcel and Commissioners Carr, Starks, and Simington issuing separate statements.		

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## Link to FCC Documentation:

<https://docs.fcc.gov/public/attachments/FCC-22-84A1.pdf>

## Additional Resources:

- Department of Homeland Security Notice:  
<https://www.fema.gov/grants/preparedness/nonprofit-security/fy-23-nofo>
- Forbes:  
<https://www.forbes.com/sites/emmawoolf/acott/2022/11/28/us-bans-chinese-telecom-kit-over-national-security-concerns/?sh=7972e3675682>
- IPVM Article:  
<https://ipvm.com/reports/ban-law>
- Security InforWatch article:  
<https://www.securityinforwatch.com/cybersecurity/article/53066863/report-hikvision-cameras-hacked-feeds-sold-as-child-porn-on-social-media>
- BleepingComputer Article:  
<https://www.bleepingcomputer.com/news/security/over-80-000-exploitable-hikvision-cameras-exposed-online/>



## Forbes

The Federal Communications Commission (FCC) has officially implemented the provisions of the Secure Equipment Act, signed into law last year and aimed at prohibiting communications equipment deemed to pose an unacceptable risk to national security.

"While we've flagged equipment as posing a national security risk, prohibited companies from using federal funds to purchase them, and even stood up programs to replace them, for the last several years the FCC has continued to put its stamp of approval on this equipment through its equipment authorization process," explains FCC chair Jessica Rosenworcel.

"Specifically, under the rules we adopt today pursuant to the Secure Equipment Act, the FCC will no longer authorize equipment that is on the Covered List because it poses an unacceptable risk to the national security of the United States or the safety of United States persons."

## Vulnerable and exploited

CYFIRMA says Russian-speaking hacking forums often sell network entrance points relying on exploitable Hikvision cameras that can be used either for "botnetting" or lateral movement.

```
SOFT: Chrome (v102.0.5005.115-64, Profile: Default)
URL: https://www.hik-connect.com/register
USER: [REDACTED]
PASS: [REDACTED]

SOFT: Chrome (v102.0.5005.115-64, Profile: Default)
URL: https://www.hik-connect.com/register
USER: [REDACTED]
PASS: [REDACTED]
```

Sample sold on Russian forums (CYFIRMA)

Of an analyzed sample of 285,000 internet-facing Hikvision web servers, the cybersecurity firm found roughly 80,000 still vulnerable to exploitation.

## NDAA Ban of Dahua and Hikvision Is Now US Gov Law

JH John Honovich • Published Aug 13, 2018 16:24 PM

PUBLIC - This article does not require an IPVM subscription. Feel free to share.

The [US President has signed the 2019 NDAA into law](#), banning the use of Dahua and Hikvision (and their OEMs) for the US government, for US government-funded contracts and possibly for 'critical infrastructure' and 'national security' usage.

### Direct Impact - Stop Purchasing and Removals

The ban technically starts one year after signing into law, which will be August 13, 2019. However, since the ban includes both purchasing and using existing equipment, it effectively starts immediately since it would make little practical sense to buy equipment today to have to remove it in 12 months.

(c) EFFECTIVE DATES.—The prohibition under subsection (a)(1) shall take effect one year after the date of the enactment of this Act, and the prohibitions under sub-

The removal of Dahua and Hikvision branded equipment will be relatively straightforward since US government agencies can simply read the label on the devices. However, OEMs, which are included under the 'produced' for 'affiliates' clause, will also have to be removed.

(B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



# Why customers love Verkada

## Easy

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No on-prem servers to manage



Access remotely from browser or mobile device



Automatic firmware and software updates



Easily grant/revoke access

## Smart

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Automatic event alerts



Instantly share live video



Advanced Search Filters



AI-based video analytics

## Scalable

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Won't clog your network like other IP cameras



Unlimited cloud archiving



Install 1 camera or 10,000+ cameras



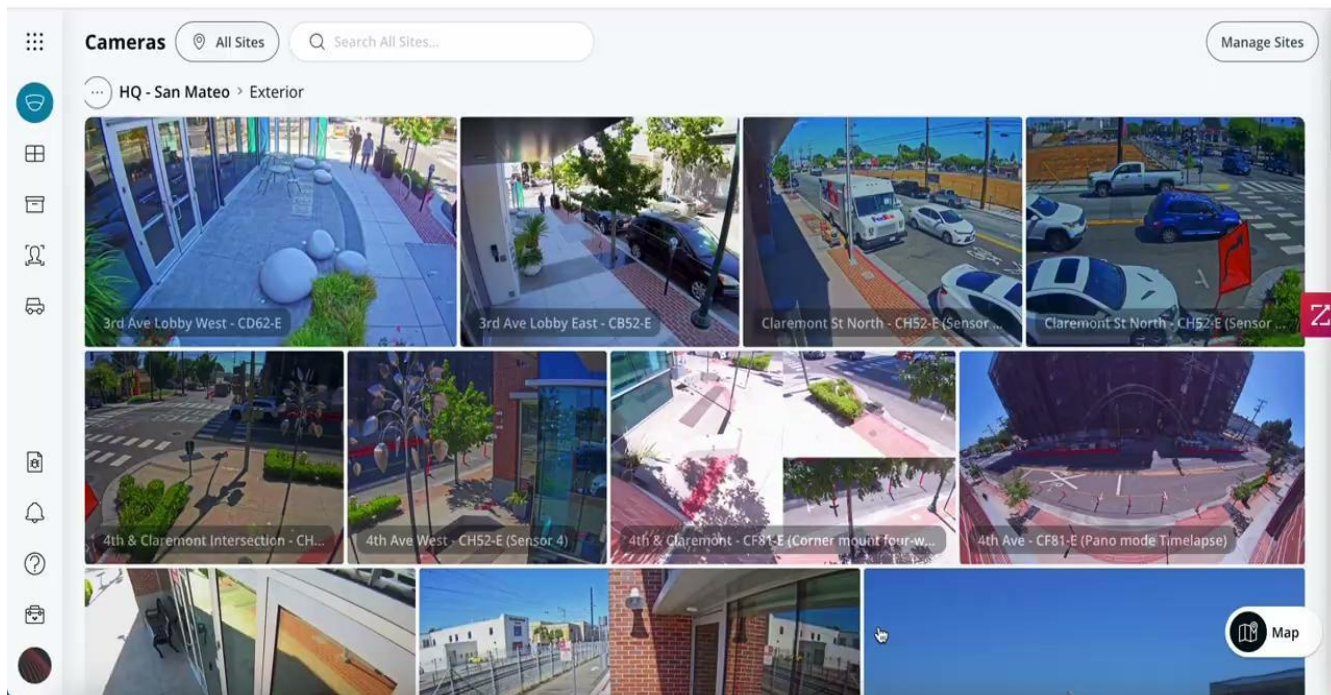
Unlimited users



24/7, unlimited video verification



Easily Manage Cameras at multiple locations and find footage in seconds with advanced analytics





## Verkada Megapixel Difference



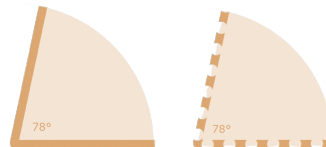
Verkada exclusively sells 5 - 12 Megapixel cameras to maintain the security integrity of Verkada protected Cities.

The current industry standard MP is 2 Megapixels.



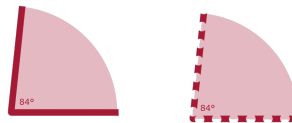
## Dome Series

Durable and versatile, Verkada's Dome Series provides a wide-range of indoor and outdoor enterprise cameras.



### CD42/CD42-E

- 5MP
- Fixed Lens
- 30, 60, 90, 120, 365 Days Retention
- 128° FOV (Diagonal), 91° after LDC
- 97° FOV (Horizontal), 78° after LDC



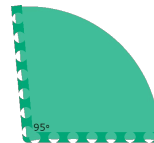
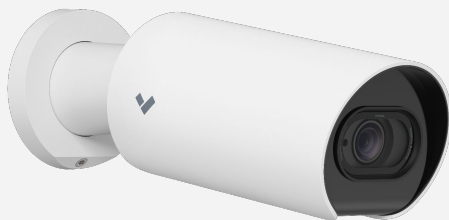
### CD52/CD52-E

- 5MP
- Zoom Lens
- 30, 60, 90, 120, 365 Days Retention
- 50°-107° FOV (Diagonal), 45°-97° after LDC
- 38°-105° FOV (Horizontal), 37°-84° after LDC



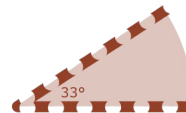
## Bullet Series

Built to withstand the toughest environments, the Bullet Series features a sealed aluminium housing ensuring cameras stay protected.



### CB52-E

- 5MP
- Zoom Lens
- 30, 60, 90, 365 Days Retention
- 46°–121° FOV (Diagonal), 46°–107° after LDC
- 39° – 113° FOV (Horizontal), 38°–95° after LDC



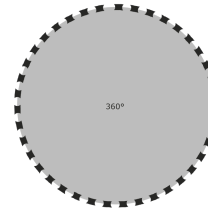
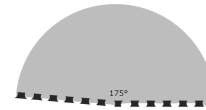
### CB52-TE

- 5MP
- Zoom Lens
- 30, 60, 90, 365 Days Retention
- 20°–43° FOV (Diagonal), 20°–41° after LDC
- 16°–35° FOV (Horizontal), 16°–33° after LDC



## Fisheye Series

Choose from a panoramic view of 180°, a four-way split or an immersive 360° of any environment with digital pan-tilt-zoom.



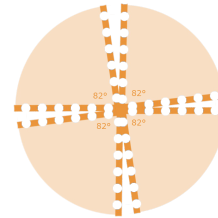
### CF81-E

- 12MP
- Fixed Lens
- 30, 60, 90 Days Retention
- FOV: Horizontal: 180°, Vertical: 180°, Diagonal: 180°



## Multisensor Series

Ideal for expansive coverage and efficient installation, the Multisensor Series packs four independent camera systems into a single device.



### CH52-E

- 20MP (4 x 5MP cameras)
- 2.5x Optical Zoom
- 30, 60, 120, 365 Days Retention
- Diagonal FOV 46°-99° (43°-92° after LDC)



# Deployment Overview





# Controlled Total Cost of Ownership

Transparent pricing, 10-year warranty and best in class support

## License Overview

- No hidden costs – predictable renewal costs
- 10-year warranty on all hardware; next day RMAs
- Best-in-class technical support
- No ongoing maintenance costs
- Automatic, free-of-cost firmware updates
- Unlimited users

### How Pricing Works



Hardware  
(Up to 365 Days of Local Storage)

+



License  
10-Year License

.....  
Your Total Cost

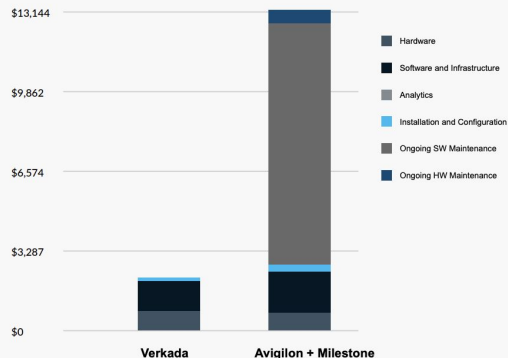
# TCO Camera Competitor Breakdown (10 Years) (Per Device)

VERKADA

Comparison

## Total Cost of Ownership

Summary Breakdown			
Summary	Verkada	Avigilon + Milestone	Verkada Difference
■ Hardware	\$839.30	\$753.75	11%
■ Software + Infrastructure	\$1,259.30	\$1,698.43	-26%
■ Analytics	\$0.00	\$0.00	0%
■ Installation + Configuration	\$160.00	\$320.00	-50%
■ Ongoing SW Maintenance	\$0.00	\$9,800.00	-100%
■ Ongoing HW Maintenance	\$0.00	\$576.62	-100%
Total Cost over 10 Years	\$2,258.60	\$13,148.81	-83%



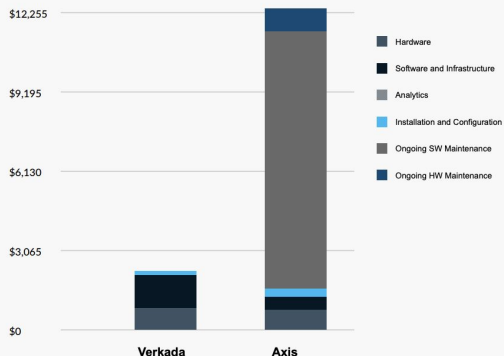
VERKADA

VERKADA

Comparison

## Total Cost of Ownership

Summary Breakdown			
Summary	Verkada	Axis	Verkada Difference
■ Hardware	\$839.30	\$749.25	12%
■ Software + Infrastructure	\$1,259.30	\$528.19	138%
■ Analytics	\$0.00	\$0.00	0%
■ Installation + Configuration	\$160.00	\$320.00	-50%
■ Ongoing SW Maintenance	\$0.00	\$9,800.00	-100%
■ Ongoing HW Maintenance	\$0.00	\$862.29	-100%
Total Cost over 10 Years	\$2,258.60	\$12,259.73	-82%



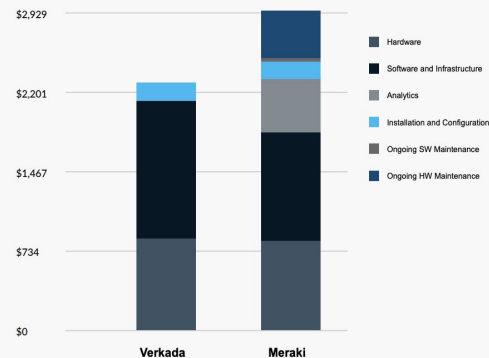
VERKADA

VERKADA

Comparison

## Total Cost of Ownership

Summary Breakdown			
Summary	Verkada	Meraki	Verkada Difference
■ Hardware	\$839.30	\$824.45	2%
■ Software + Infrastructure	\$1,259.30	\$990.00	27%
■ Analytics	\$0.00	\$495.00	-100%
■ Installation + Configuration	\$160.00	\$160.00	0%
■ Ongoing SW Maintenance	\$0.00	\$32.00	-100%
■ Ongoing HW Maintenance	\$0.00	\$432.84	-100%
Total Cost over 10 Years	\$2,258.60	\$2,934.29	-23%



VERKADA



## Price Breakdown: Verkada VS Average Competitor (10 Years)

Verkada: Total Cost of Ownership Combined Average (10 Year)			
Type	Device Count	Annual per device	Monthly
Hardware & Licenses	1	\$224.0	\$18.66
Warranty Period	10 year	Replacements Required	0
Total		\$2240	

Average Competitor: Average Total Cost of Ownership Combined Average (10 Year)			
Type	Device Count	Annual per device	Monthly
Hardware & Licenses	1	\$600	\$50
Warranty Period	2 year	Replacements Required	5
Total		\$~600 x 5 (warranty) = 3000	

## Final Price and Discounts (10 yr)

Final Price with Discounts (10 year)	
Verkada List Price	<b><u>\$273,950.00</u></b>
Verkada + Avinext Partner Discount (31%)	-\$86,156.10
Total Verkada Hardware	<b><u>\$187,793.90</u></b>
Total Avinext Install & Additional Equipment:	\$103,790.42
Total	<b><u>\$291,584.32</u></b>
Tax:	\$0
Shipping	\$0
Total (With Tax)	<b><u>\$291,584.32</u></b>

\*\*Special discounts included are only valid through Verkada End of Quarter April 30, 2023



# Final Price (10 yr) - \$291,584.32



AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.  
1400 University Drive East - College Station, TX 77840  
Phone 979-346-9727 Fax 979-326-1017  
[www.avinext.com](http://www.avinext.com)

## Quotation

Quote #	Date
205886	11/08/23
Sales Rep	
Jonathan Reed 979-595-2798 Ext. reed@avinext.com	

For	Phones			
Jennifer Lynch City of Smithville 317 Main Street Smithville, TX 78957 United States	(512) 237-3282			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	11/8/2023	Will Call STD

	Part	Description	Qty	Price	Ext. Price
1		D-Tools Project <City Security Upgrades >.			
2		<b>Labor and Installation for Camera Upgrades</b>	1	\$61,200.00	\$61,200.00
3	REN10016	(5) 19' Scissor Lift	5		
4	SER100014	(40) Avinext Project Manager	40		
5	SER100045	(180) Avinext Lead Security Technician	180		
6	SER100050	(260) Avinext Security Technician	260		
7	SER10016	Avinext Travel Expenses	1		
8		<b>Labor for Network Upgrades</b>	1	\$2,400.00	\$2,400.00
9		<b>Switches and Equipment for Network Upgrades</b>	1	\$16,302.28	\$16,302.28
10	R8N89A#ABA	(5) Aruba 6000 12G CL4 2SFP 139W Swch U.S. - English localization	5		
11	R8N87A#ABA	(7) Aruba 6000 24G CL4 4SFP Swch U.S. - English localization	7		
12	60G-PM	(2) 60GHZ PRECISION ALIGNMENT MOUNT	2		
13	GBE-PLUS-US	(2) AIRMAX GIGABEAM PLUS 60 GHZ RADIO	2		
14	UB-AM	(2) 10PK UBIQUITI ANTENNA MOUNT	2		
15		<b>Hardware and Parts for Camera Upgrades</b>	1	\$23,888.14	\$23,888.14
16	100036	(27) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	27		
17	11108080034	(27) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	27		
18	41089-1WP	(38) Leviton 1 PORT SURFACE MNT BOX WHT	38		
19	K6-8KP-WH	(38) LWC K6-8KP-WH RJ45 INSERT CAT6 IDC WHITE	38		
20	24-4P-P-L6-EN-BLK	(12300) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	12300		
21	PC6B005BK	(38) LWC PC6B005BK CAT6 UTP PATCH 5' BLACK	38		
22	SERMISC	Miscellaneous Parts	1		
23	HDWMOUNT	Mounting Hardware	1		

11/09/23 13:08:08

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1 of 2

Verkada (2021), Confidential

Avinext

Quote# 205886

	Part	Description	Qty	Price	Ext. Price
24		<b>Verkada Cameras and Mounts for Upgrades</b>	1	\$80,421.17	\$80,421.17
25	ACC-MNT-11	(4) Square Junction Box Mount	4		
26	ACC-MNT-2	(3) Arm Mount	3		
27	ACC-MNT-3	(57) L-Bracket Mount	57		
28	ACC-MNT-7	(2) Angle Mount	2		
29	ACC-MNT-8	(3) Pendant Cap Mount	3		
30	ACC-MNT-9	(9) Pole Mount, 2nd Generation	9		
31	ACC-POE-60W	(3) PoE++ (802.3bt-2018) Injector, GigE	3		
32	CB52-256TE-HW	CB52-TE Outdoor Bullet Camera	1		
33	CB52-256TE-HW	(2) CB52-TE Outdoor Bullet Camera	2		
34	CB52-256TE-HW	(2) CB52-TE Outdoor Bullet Camera	2		
35	CD42-256E-HW	(2) CD42-E Outdoor Dome Camera	2		
36	CD42-256E-HW	(4) CD42-E Outdoor Dome Camera	4		
37	CD42-256-HW	(30) CD42 Indoor Dome Camera	30		
38	CD52-256E-HW	(34) CD52-E Outdoor Dome Camera, 256GB	34		
39	CF81-30E-HW	(2) CF81-E Outdoor Fisheye Camera	2		
40	CH52-1TBE-HW	(3) CH52-E Outdoor Multisensor Camera	3		
41	CM42-256-HW	(3) Verkada:CM42-256-HW	3		
42		<b>Verkada Licensing for Camera Upgrades</b>	1	\$107,372.73	\$107,372.73
43	LIC-10Y	(80) 10-Year Camera License	80		
44	LIC-CH52-10Y	(3) 10-Year CH52 Multisensor Camera License	3		

SubTotal \$291,584.32

Sales Tax \$0.00

Shipping \$0.00

**Total \$291,584.32**

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

11/09/23 13:08:08

Page 2 / 2



# Final Price (5 yr) - \$237,870.15



AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.  
1400 University Drive East - College Station, TX 77840  
Phone 979-866-9727 Fax 979-286-1017  
[www.Avinext.com](http://www.Avinext.com)

## Quotation

Quote #	Date
205886-A	11/09/23
Sales Rep	
Jonathan Reed 979-595-2798 Ext. reed@avinext.com	

For	Phones			
Jennifer Lynch City of Smithville 317 Main Street Smithville, TX 78957 United States	(512) 237-3282			
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	11/8/2023	Will Call STD

	Part	Description	Qty	Price	Ext. Price
1		D-Tools Project <City Security Upgrades >.			
2		<b>Labor and Installation for Camera Upgrades</b>	1	\$61,200.00	\$61,200.00
3	REN10016	(5) 19' Scissor Lift	5		
4	SER100014	(40) Avinext Project Manager	40		
5	SER100045	(180) Avinext Lead Security Technician	180		
6	SER100050	(260) Avinext Security Technician	260		
7	SER10016	Avinext Travel Expenses	1		
8		<b>Labor for Network Upgrades</b>	1	\$2,400.00	\$2,400.00
9		<b>Switches and Equipment for Network Upgrades</b>	1	\$16,302.28	\$16,302.28
10	R8N89A#ABA	(5) Aruba 6000 12G CL4 2SFP 139W Swch U.S. - English localization	5		
11	R8N87A#ABA	(7) Aruba 6000 24G CL4 4SFP Swch U.S. - English localization	7		
12	60G-PM	(2) 60GHZ PRECISION ALIGNMENT MOUNT	2		
13	GBE-PLUS-US	(2) AIRMAX GIGABEAM PLUS 60 GHZ RADIO	2		
14	UB-AM	(2) 10PK UBQUITI ANTENNA MOUNT	2		
15		<b>Hardware and Parts for Camera Upgrades</b>	1	\$23,888.14	\$23,888.14
16	100036	(27) LWC 100036 EZ-RJ45 BOOT CAT6 CLEAR	27		
17	11108080034	(27) LWC 11108080034 RJ45 PLUG 8P8C CAT6 CLEAR	27		
18	41089-1WP	(38) Leviton 1 PORT SURFACE MNT BOX WHT	38		
19	K6-8KP-WH	(38) LWC K6-8KP-WH RJ45 INSERT CAT6 IDC WHITE	38		
20	24-4P-P-L6-EN-BLK	(12300) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	12300		
21	PC6B005BK	(38) LWC PC6B005BK CAT6 UTP PATCH 5' BLACK	38		
22	SERMISC	Miscellaneous Parts	1		
23	HDWMOUNT	Mounting Hardware	1		

Avinext			Quote# 205886-A		
	Part	Description	Qty	Price	Ext. Price
24		<b>Verkada Cameras and Mounts for Upgrades</b>	1	\$80,421.17	\$80,421.17
25	ACC-MNT-11	(4) Square Junction Box Mount	4		
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35	CD42-256E-HW	(2) CD42-E Outdoor Dome Camera	2		
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40	CH52-1TBE-HW	(3) CH52-E Outdoor Multisensor Camera	3		
41	CM42-256-HW	(3) Verkada:CM42-256-HW	3		
42		<b>Verkada Licensing for Camera Upgrades (5Year)</b>	1	\$53,658.56	\$53,658.56
43	LIC-5Y	(80) 5-Year Camera License	80		
44	LIC-CH52-5Y	(3) 5-Year CH52 Multisensor Camera License	3		
				SubTotal	\$237,870.15
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$237,870.15</b>

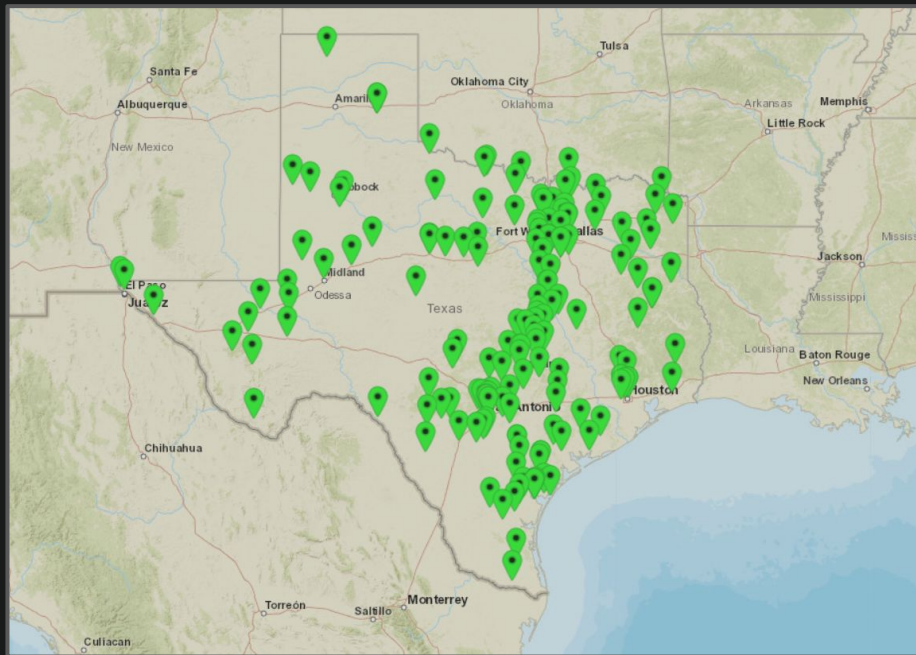
QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES



# Verkada's Public Sector Accounts in Texas

## Highlights

- City of Bastrop
- City of Schulenburg
- Hallettsville ISD
- Galveston County
- Caldwell County
- McDade ISD
- City of Weimar
- City of Columbus
- UNT Dallas
- St John's Episcopal
- Palmer ISD
- Raymondville ISD
- Ingleside ISD
- TCU
- TSU
- Sam Houston State
- St. Edward's University
- Bishop Dunne Catholic School



**500+ Current SLED Customers**



# Questions?



Item# 8

**CITY OF SMITHVILLE**  
**COUNCIL MEETING MINUTES**  
OCTOBER 16, 2023

Present: Mayor Sharon Foerster, Councilmembers Janice Bruno, Tom Etheredge, Jimmy Jenkins, Tyrone Washington, Mitchell Jameson, and City Manager Robert Tamble.

**Open Meeting:** Call to order: Mayor Foerster called the meeting to order at 6:00 p.m. Robert Tamble gave the Invocation and Mayor Foerster led the Pledge.

Recognition/Awards/Proclamations/Announcements/Presentations:

- a. Proclamation "Municipal Court Week" Councilman Jameson read the proclamation.
- b. Proclamation for "Breast Cancer Awareness Month" Councilwoman Bruno read the proclamation.

Discussion and Action on the Approval of the minutes from September 11, 2023, Council Meeting and Public Hearing. Councilman Etheredge made a motion to approve all of the minutes. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Solar Power Purchase Agreement (PPA) with Smithville Solar Two, LLC / UGE: Mr. Seyi Adeyemi (Managing Director, M&A and Power Marketing) from UGE will be providing a presentation on behalf of Smithville Solar Two, LLC regarding a proposed solar Power Purchase Agreement (PPA). Should the council approve entering into a second PPA, the City will save a minimum of \$220k (approximately \$9k per year) over the 25-year term. The cost savings will help lower the cost associated with maintaining our distribution system. Construction of the second solar array would begin at the beginning of the new year with the system commissioned and operational by January 2025. Councilman Etheredge made a motion to approve as presented with the changes being that the parent company provides a guarantee of performance throughout to our counterparty and that in the event there is a transfer the subsequent counterparty will be of equal or greater financial execution capability of the initial one. Councilman Jameson seconded and the motion passed unanimously.

Citizen Comments: Camilla Snyder, Chuck Watson, Tommy Oates, John Gilkinson Spoke.

Discussion and Action on Certificate of Appropriateness for 108 NE 2nd Street - Main Street: Monica Poss (Historic Preservation Design Standards Advisory Committee (HPDSAC) Chairwoman presented recommendations for approval of a Certificate of Appropriateness (COA) to allow Andy and Tommy Coats (business owners of the Smithville General Store) to make repairs to windows and doors and renovation to include a drive thru window at the alley. The committee noted that any ordinances relating to use of the alley for a drive-thru and/or the proposed fence would need to be brought before the P&Z Commission and City Council for consideration. The committee recommended approval for the needed repairs — which do not actually require a COA based on the ordinance and Guidelines — and they recommended approval for the conversion of the existing doorway on the alley-side of the building because the proposed



construction will not detract from or destroy the historic fabric of the building. Jameson made a motion to approve the COA. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: Leigh Killgore, Alan Butler

Discussion and Possible Action on the Allocation of the \$3 Million Tax Note funds: Police Chief Repka spoke on his list of items for purchase with the Tax Note which includes weapons, ammo, tasers, office equipment, computers, etc. (\$85,000). Patrol vehicles (\$260,000), replace/repair the HVAC at the PD (\$20,000), new Animal Control Vehicle (\$55,000), and mobile CAD Units for Patrol cars(\$81,250). Councilwoman Bruno made a motion to approve all items for PD to be approved for \$501,250. Councilman Jameson seconded and the motion passed unanimously. Public Works Director Edward Balusek spoke on his list of items his department needed to purchase with the Tax Note. Balusek items included a chipper truck (\$85,000), sewer pump truck (\$200,000), small bucket truck (\$190,000), Utility trucks F-250 (\$160,000), tractor w/shredder (\$40,000), warehouse roof repair (\$100,000), rack storage warehouse (\$25,000), misc tools (\$100,000), road repair, drainage, sidewalks, curbs and gutters(\$200,000). Councilman Etheredge made a motion to approve the full amount under this category as presented recognizing you may not be able to get some of it right away and he will defer to Bausek and the City Manager at points in time where it makes sense to substitute something else that you will just come to Council and make that suggestion so we can maximize the approval of these dollars for the \$1,100,000. Councilwoman Bruno seconded and the motion passed unanimously. Councilman Etheredge made a motion to approve the \$150,000 for airport lighting and runway system, \$350,000 for security cameras subject to City Manager arranging for a presentation that the council has to confirm if they want to go forward with that, the \$275,000 for the tanker truck, and the \$275,000 for the grant match for infrastructure. Councilwoman Bruno seconded and the vote was:

For: Etheredge, Bruno, Washington, and Jenkins

Opposed: Jameson

Councilman Jameson made a motion to postpone action on the remaining items for future workshops it be held within the next 45 days. Councilwoman Bruno seconded. Councilman Jameson made a motion to amend his original motion to carve out the \$45,000 for panic button glass windows, and security doors and add a discussion for the remaining \$280,000 for discussion on the November Council agenda. All were in favor of the amendment and original motion.

Citizen Comments: Hayden, Ramon, Caroline Noya, Willy Culberson, Clara Beckett all spoke.

Discussion on a Memorandum of Understanding (MOU) with the Smithville Workforce Training Center regarding the use of City of Smithville facilities: If approved, the proposed MOU agreement between the City and SWTC would be valid for seven (7) years (until May, 2030) at which time the terms of the MOU will be renegotiated. Facility Usage Fees will be waived for this 7-year period in consideration of the enhanced value to the City-owned property that will result from the construction to be done under the grant.

**Closed Meeting:** Went into Closed meeting at 8:59 PM

The City Council will hold an Executive Meeting pursuant to the Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Code Annotated, in accordance with the authority contained in Section 551.072, to discuss Real Property (City of Smithville's facilities used by the Smithville Workforce Training Center).

**Open Meeting:** Came back into open meeting at 9:31 PM

Discussion and Action as a result of the Executive Session on a Memorandum of Understanding (MOU) with the Smithville Workforce Training Center regarding the use of City of Smithville facilities. Councilman Etheredge made a motion to approve the MOU with the following changes, the City of Smithville Council would be able to appoint no less than two SWTC board members or 20 percent of the board members. The SWTC will report to the City Council every quarter with their performance and progress. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Possible Action regarding the Recycling Center: Councilmember Jenkins and Councilmember Washington will provide an update and lead the discussion. No action was taken.

Citizen Comments: None

Discussion and Possible Action on TCEQ air quality permit for the rock crushing operation: Councilmember Jenkins made a motion to create a proclamation in opposition to the rock crushing plant and use Councilman Etheredge's statements. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Ordinance Amending Chapter 3, Building Regulations, section 3.02.032 (b) to charge a fee for demolition permits: Approving this amendment will add language to the ordinance documenting a \$50 fee per demolition permit as approved by Council when the FY23/24 budget was adopted. Previously, such fees were prohibited. Councilwoman Bruno made a motion to approve the ordinance. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on awarding a contract for Grant Services for the TDA "Innovation Center" per Grant Award #CRC22-0031: Proposals for grant management services were received on October 11, 2023. Experience, work performance, capacity to perform, and cost were the criteria to be used by the City staff to evaluate / differentiate each grant management consultant's qualifications. However, Langford Community Management Services, Inc. (LCMS) was the only grant management consultant to submit a proposal. As such, there was no comparative evaluation performed. The proposed fee for LCMS services is 7.5% of the total \$1M award or (\$75,000). Councilwoman Bruno made a motion to award Langford Community Management Services, Inc. the contract. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the awarding of a contract for Construction of Transportation Alternative Program- CSJ No. 0914-18-118-Federal Aid Project No. STP2022(525) TAPS for sidewalks and ADA Ramps: The bid opening for the City of Smithville's Transportation Alternatives Program NW 1st Street Sidewalks and Main Street ADA Ramps was held on Thursday, September 14, 2023. The City received four (4) bids for the project (see attached bid tally) ranging from \$314,492.76 to \$659,205.67. The low bidder for the project was WJC Constructors Services, LLC of Smithville. BEFCO Engineering's review of their bid submittal determined WJC Constructors Services, LLC did provide a complete bid submittal package and was not missing any items. Councilman Jameson made a motion to award WJC Constructors Services, LLC the contract in the amount of \$314,492.76. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an Ordinance approving the Budget Amendment(s) amending the 2022-2023 Fiscal Year Budget: Cynthia has finalized our FY22/23 budget amendments. Revenues exceeded expenditures by approximately \$253k on a \$14.7M budget. Councilman Jameson made a motion to approve the Ordinance. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Joint Use Pole Attachment Agreement with RTA Broadband: The City has completed negotiations with RTA America, Inc. (formerly SCT Broadband) to renew our Joint Use Pole Attachment Agreement. If approved, the new base rate for the 5-year contract will be \$14.00 per pole attachment with an incremental increase of \$1.00 per year until \$18.00 is reached. The incremental increase will align with the fees other service providers are being charged for using our poles. RTA has approximately 516 joint use pole attachments compared to Time Warner Cable / Spectrum with approximately 1400 pole attachments within the City. The expected revenue is \$7-10k per year. Councilman Jenkins made a motion to approve the agreement. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on Communication Water Tower Lease Agreement with RTA: The City has completed negotiations with RTA America, Inc. to renew the Tower Antennae Rental agreement for “renting” space on three (3) water towers for placement of broadband antennae(s). The contract term is for 5-years at a proposed rate of \$3.3k of revenue per year. Councilwoman Bruno made a motion to approve the agreement. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Approval of the Financial Report: Councilman Etheredge made a motion to approve the financial report. Councilwoman Bruno seconded and the motion passed unanimously.

**Closed Meeting:** Went into the closed meeting at 10:01

The City Council will hold an Executive Meeting pursuant to the Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Code Annotated, in accordance with the authority contained in Section 551.074, to discuss personnel (annual evaluation of the City Manager).

**Open Meeting:** Came back into open meeting at 11:20

Discussion and Action as a result of the Executive Meeting. Councilman Etheredge made a motion stating that the City Manager met or exceeded expectations and the consensus of the council was that his pay be adjusted upwards of 8 percent. The council agreed that they would convene in November with the City manager and establish goals for 2024. Councilman Jenkins seconded and the motion passed unanimously.

Adjourn 11:21 p.m.

---

Sharon Foerster, Mayor

Attest:

---

Jennifer Lynch, City Secretary

**CITY OF SMITHVILLE**  
**SPECIAL CALLED COUNCIL MEETING AND WORKSHOP**

October 18, 2023

Present: Mayor Foerster, Councilmembers, Janice Bruno, Tom Etheredge, Jimmy Jenkins, Tyrone Washington, Mitchell Jameson, and City Manager Robert Tamble.

Call to order: Mayor Foerster called the meeting to order at 5:30 p.m.

**Workshop:**

Presentation by Lori Vincent about the Downtown Renaissance. Lori gave her presentation, but no action was taken.

Comments from Citizens Regarding Downtown Renaissance: No one signed up to speak.

Adjourn: The meeting adjourned at 7:35 p.m.

Attest:

\_\_\_\_\_  
Sharon Foerster, Mayor

\_\_\_\_\_  
Jennifer Lynch, City Secretary

Item# 10

# CITY OF SMITHVILLE

## PLANNING & ZONING APPLICATION

### APPLICATION TYPE

Zoning Change Request:

- ☐ Change in Zoning Class
- ☐ Change in Ordinance
- ☐ Variance
- ☒ Special Use Permit
- ☐ Minor Plat/Subdivision
- ☐ Other \_\_\_\_\_

Number of Requests:

- ☒ Single
- ☐ Multiple

### PROPERTY IDENTIFICATION

Street Address 801 NE Tiger Ln, Smithville, Tx 78957

\*\*\* Applicant must submit an accurate location map and site plan for application to be considered \*\*\*

Legal description

- ☐ Platted Land (please provide subdivision, block and lot information below)
- ☐ Unplatted Land (please submit the metes and bounds description from deed)

Subdivision Name: \_\_\_\_\_

Property Tax Code: 110738 Block Number: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Property Owner (as listed on Deed): Mailing address above ↑

Property Owner Mailing Address: Sara Hickman (this is my house, but the special use permit is for the building my mom bought, that she owns)

Owner's Phone No: \_\_\_\_\_ Owner's Email: \_\_\_\_\_

Agent's Name (if applicable): \_\_\_\_\_

Agent's Mailing Address: \_\_\_\_\_

Agent's Phone No: \_\_\_\_\_ Agent's Email: \_\_\_\_\_

## DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

Current Zone Class:	SF-1 <input checked="" type="checkbox"/>	SF-2 <input type="checkbox"/>	Proposed Zone Class:	SF-1 <input type="checkbox"/>	SF-2 <input type="checkbox"/>
	MR <input type="checkbox"/>	C-1 <input type="checkbox"/>		MR <input type="checkbox"/>	C-1 <input type="checkbox"/>
	C-2 <input type="checkbox"/>	C-3 <input type="checkbox"/>		C-2 <input type="checkbox"/>	C-3 <input type="checkbox"/>
	MHS <input type="checkbox"/>	MF <input type="checkbox"/>		MHS <input type="checkbox"/>	MF <input type="checkbox"/>
	CF <input type="checkbox"/>	PD <input type="checkbox"/>		CF <input type="checkbox"/>	PD <input type="checkbox"/>
	PD-Z <input type="checkbox"/>	I <input type="checkbox"/>		PD-Z <input type="checkbox"/>	I <input type="checkbox"/>
	CBD <input type="checkbox"/>	PD-Z <input type="checkbox"/>		CBD <input type="checkbox"/>	PD-Z <input type="checkbox"/>

Describe variance requested:

Describe special use requested:

Small structure (640' ft) added to my backyard for my elderly mom to live in

Reason for Request:  
(explain why special exception is sought or why a variance has been requested)

My mom will be 87 in February + is suffering from dementia. She lives alone 3 hours away in Livingston, Tx so my sister + I agreed the best place for our mom to move into is with me (my sister lives in Colorado in a trailer.)  
  
I am going to be fulltime caregiver for my mom and she also wanted her own place on our property, which was why I purchased this Smithville property last year because my

### PETITION

realton (Derek Pflaum/Austin) said the zoning was ok to do so.

As Owner/Agent, I hereby petition the City of Smithville for approval of the above described request as provided by the laws of the State of Texas and Ordinances of the City. I understand and agree that the Petition fee is non-refundable and that I must attend the Planning & Zoning meeting and subsequent City Council meeting in order for my application to be considered for approval.

Signature: \_\_\_\_\_

Date: 8/14/23

### OFFICE USE ONLY:

Fee Amount:

675

Fee Payment:

675

P&Z Date:

October 3, 2023

Council Date:

November 13, 2023

Accepted By:

Date Submitted:

☒ Notice sent to property owners within 200 feet of proposed property



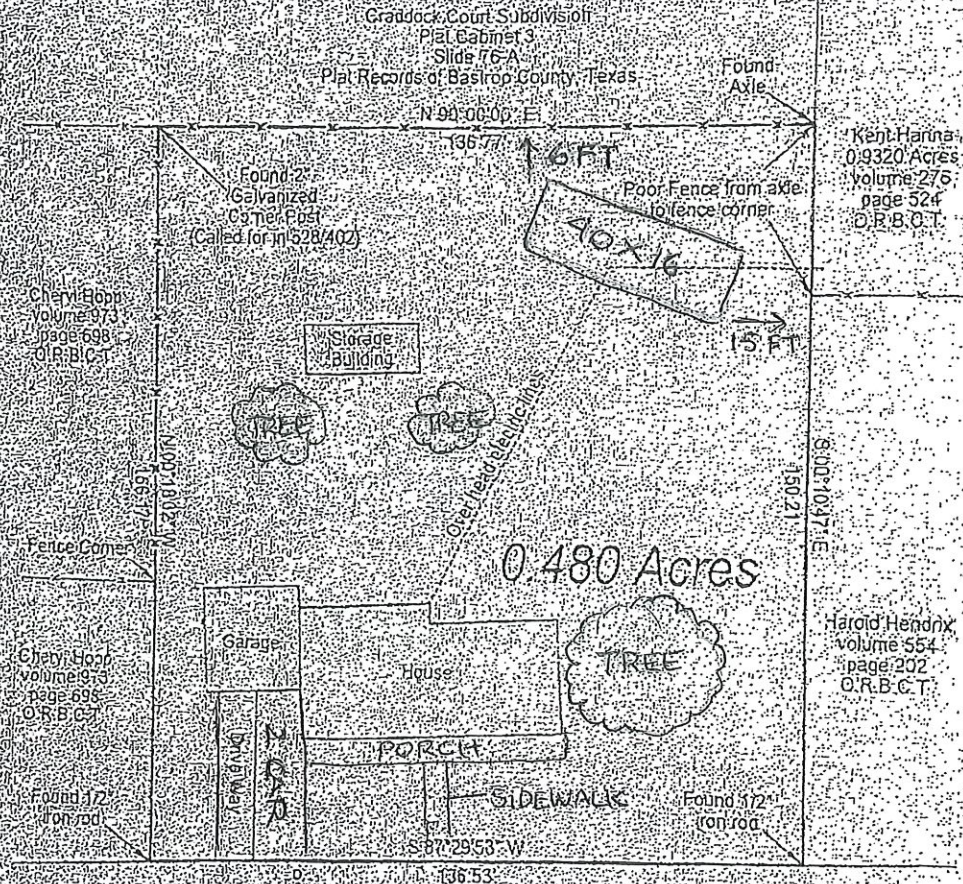
SARA HICKMAN 801 NE TIGER LN, SMITHVILLE, TX 78957

# Bastrop County, Texas

Lewis Lomas Survey Abstract 46

City of Smithville, Texas

Survey plat showing a 0.480 acre tract of land, being part of the Lewis Lomas Survey, Abstract 46 of Bastrop County, Texas, also being a part of the City of Smithville, Texas, and being all of that called 0.103 acre tract as conveyed to Aileen A. Rinehart as recorded in volume 338, page 402 of the Official Records of Bastrop County, Texas, and being all of that certain acre as conveyed to Fred A. Rinehart as recorded in Volume 103, page 33 of the Deed Records of Bastrop County, Texas.



I hereby certify that the above is a true and correct copy of the original survey map as found during an on-site ground survey made under my direct supervision on August 26, 2003, and that the same conforms to the current Standards and Specifications for Geospatial Information.

*Rocky Von Roesler*  
Rocky Von Roesler  
Registered Professional Surveyor  
No. 4702

Prepared by: **Rocky Von Roesler**

6339 Skillet Road, La Grange, Texas 78046

The address of this tract is  
801 East 9th Street  
Smithville, Texas 78957

The borrower is  
Aileen Ann Rinehart

This tract is only fenced  
where the following  
line type appears

Reference is hereby made to a land description  
attached hereto and made a part hereof.

Bearings based on deed call as  
applied to found monuments on the North  
line of this tract.

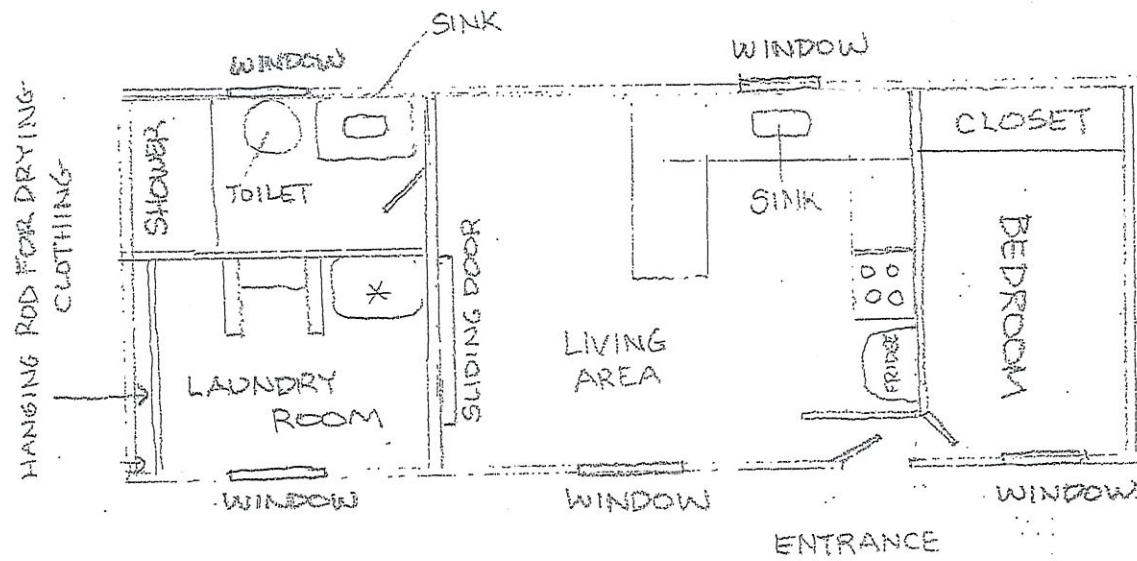
According to the FEMA Flood Insurance Rate Map  
Comm. Unit Panel No. 46021-C-0275C, effective date  
August 19, 1994, it appears that this tract does not  
lie within a Special Flood Hazard Zone "A".

Scale: 1" = 30'. Date: 8/26/03

maxpumpkin  
54@gmail.  
com

512/203-  
2580  
cell





X STACKABLE  
WASHER/DRYER

MY MOTHER'S ADDITION  
IN OUR BACKYARD

## Jennifer Lynch

---

**From:** Lisa Pierce  
**Sent:** Monday, October 2, 2023 1:15 PM  
**To:** Jennifer Lynch; CityManager; Tracie Dzenowski; Tracia Lara  
**Subject:** 801 Tiger Lane

I went by to measure property lines in relation to the portable building. From the back corner to the fence line is 6'4 feet, from the opposite corner to the side yard fence line I measured 9 feet (this measurement is actually more since I was using a wheel to measure and I ran into thick vegetation).

The building has a label above the door that says Startech Portable Buildings and it gave a phone number 855-295-0350. I could locate a website and the phone number went to an electrician. I do not think this company is still doing business.

This building is not built to the residential code, HUD code or the Modular building specifications. If the property owner should claim otherwise, they should submit documentation.

The building is built on wooden skids and is not anchored or placed on concrete runners.

**Lisa Pierce**



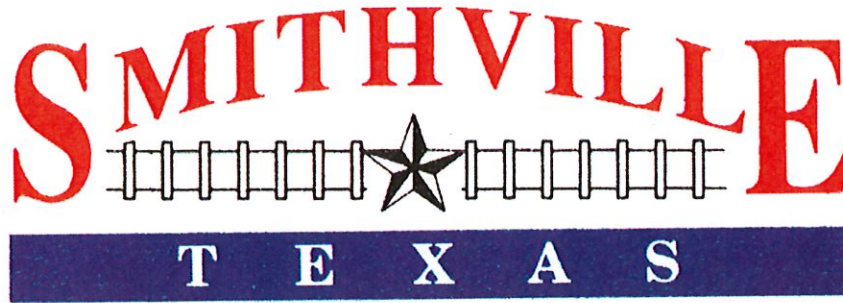
**Code Enforcement Officer**  
**512-237-3282 ext. 2114 - office**  
**737-677-9448 - Cell**

MAYOR  
SHARON FOERSTER

MAYOR PROTEM  
TOM ETHEREDGE

COUNCIL MEMBERS  
JANICE BRUNO  
JIMMIE JENKINS  
TYRONE WASHINGTON  
MITCH JAMESON

CITY MANAGER  
ROBERT TAMBLE



317 MAIN STREET  
P.O. BOX 449  
SMITHVILLE, TEXAS  
78957  
(512) 237-3282  
FAX (512) 237-4549

September 13, 2023

Dear Property Owner/Current Resident,

Your address is within 200' of one or more of the following proposed agenda items. This notice is to inform you that The City of Smithville Planning and Zoning Commission will hold a Public Hearing on October 3, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

**Discussion and Action on a Special Use Permit application for a guest house at 801 NE Tiger Lane, Property ID 16738, A46 Lomas, L., ACRES 0.48, property owners Lance Schriener and Sara Hickman. The City Council will hold a public hearing and Council meeting to discuss and seek action on November 13, 2023, at 6:00 p.m. Please check the City's website for any updates about this meeting.**

**Please follow us on our YouTube Page:**

**[www.youtube.com/channel/UCN7rJz0wVks4zWV9EvKcH5w](https://www.youtube.com/channel/UCN7rJz0wVks4zWV9EvKcH5w)**. You can also go to the City's website and click the link on the Planning & Zoning page to access our YouTube page. We will go live at 6:00 p.m. so that you can view the live meeting. **If you have any questions or concerns, please reach out to Tracie Dzenowski at 512-237-3282 ext. 2101 and check the City's website for any updates about this meeting.**

*Planning and Zoning Commission: Brian Riewe, Caroline Noya, Nancy Catherman, Garrett Gutierrez & Monica Poss.*





## Exhibit 14A. Zoning Ordinance

### Part 4. STANDARDS FOR PARTICULAR USES

#### § 4.3. Guest House/Studio.

4.3.1 Where permitted, a guest house shall be located within a detached accessory building of a residential lot.

4.3.2 Rental, lease, or receipt of any compensation for the use of a guest house is prohibited.

4.3.3 Use of the guest house as a permanent residence is prohibited.

4.3.4 Installation of a separate gas or electrical meter for the guest house is prohibited.

4.3.5 A guest house may include one bathroom and a kitchen.

4.3.6 One additional off-street parking space shall be required when a property has a guest house.

4.3.7 All property development regulations applicable to the principal residence shall be applicable to the guest house, including, but not limited to, setbacks, yards and height limitations.  
(Ordinance 2018-555 adopted 10/16/18)



# CITY OF SMITHVILLE

## PLANNING & ZONING APPLICATION

### APPLICATION TYPE

Zoning Change  
Request:

- ☐ Change in Zoning Class  
☐ Change in Ordinance  
☐ Variance  
☐ Special Use Permit  
☒ Minor Plat/Subdivision  
☐ Other \_\_\_\_\_

Number of  
Requests:

- ☒ Single  
☐ Multiple

### PROPERTY IDENTIFICATION

Street Address 207 San Jacinto St

\*\*\* Applicant must submit an accurate location map and site plan for application to be considered \*\*\*

Legal description

- ☒ Platted Land (please provide subdivision, block and lot information below)  
☐ Unplatted Land (please submit the metes and bounds description from deed)  
Original Township

Subdivision Name:

20394 76 3 and 4

Property Tax Code:

Block Number: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Property Owner  
(as listed on Deed):

Ian and Ellen Strain-Seymour

Property Owner  
Mailing Address:

539 W Commerce St #6990, Dallas TX 75208

Owner's Phone No:

Owner's Email: \_\_\_\_\_

Agent's Name  
(if applicable):

Agent's Mailing  
Address:

Agent's Phone No:

Agent's Email: \_\_\_\_\_



## DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

Current Zone Class:

SF-1	<input type="checkbox"/>	SF-2	<input type="checkbox"/>
MR	<input type="checkbox"/>	C-1	<input type="checkbox"/>
C-2	<input type="checkbox"/>	C-3	<input type="checkbox"/>
MHS	<input type="checkbox"/>	MF	<input type="checkbox"/>
CF	<input type="checkbox"/>	PD	<input type="checkbox"/>
PD-Z	<input type="checkbox"/>	I	<input type="checkbox"/>
CBD	<input type="checkbox"/>	PD-Z	<input type="checkbox"/>

Proposed Zone Class:

SF-1	<input type="checkbox"/>	SF-2	<input type="checkbox"/>
MR	<input type="checkbox"/>	C-1	<input type="checkbox"/>
C-2	<input type="checkbox"/>	C-3	<input type="checkbox"/>
MHS	<input type="checkbox"/>	MF	<input type="checkbox"/>
CF	<input type="checkbox"/>	PD	<input type="checkbox"/>
PD-Z	<input type="checkbox"/>	I	<input type="checkbox"/>
CBD	<input type="checkbox"/>	PD-Z	<input type="checkbox"/>

Describe variance requested:

Describe special use requested:

Reason for Request:  
(explain why special exception is sought or why a variance has been requested)

We are requesting that our two lots, Lot 3 and Lot 4, be replatted into 1 plat in order to make it easier to use our property the way we want to use it.

### PETITION

As Owner/Agent, I hereby petition the City of Smithville for approval of the above described request as provided by the laws of the State of Texas and Ordinances of the City. I understand and agree that the Petition fee is non-refundable and that I must attend the Planning & Zoning meeting and subsequent City Council meeting in order for my application to be considered for approval.

Signature: \_\_\_\_\_

Date: 08-20-2023

#### OFFICE USE ONLY:

Fee Amount: 675

Fee Payment: 675 CK#174

P&Z Date: NOV 7 2023

Council Date: NOV. 13 2023

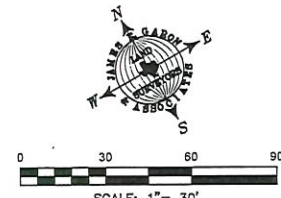
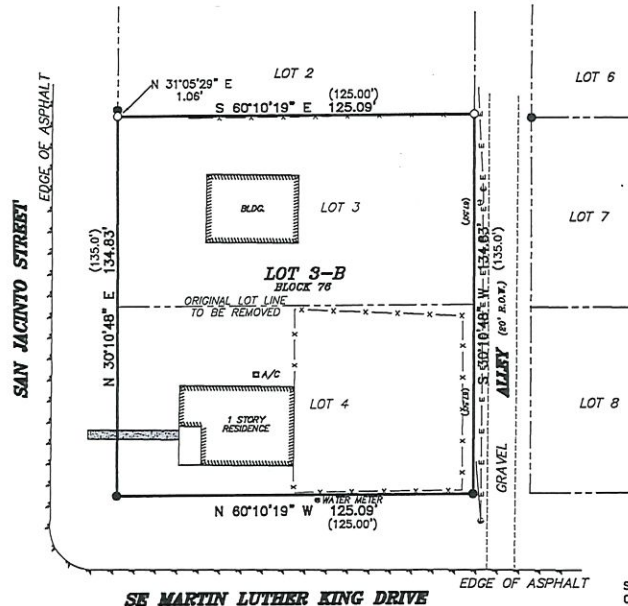
Accepted By: Hendricks

Date Submitted: 9-6-23

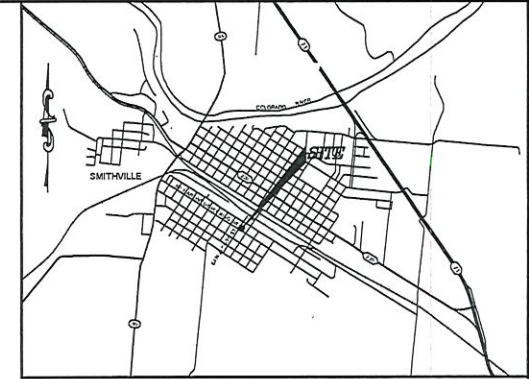
☒ Notice sent to property owners within 200 feet of proposed property



# SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 3 & 4, BLOCK 76



LEGEND	
●	1/2" REBAR FOUND (UNLESS NOTED)
○	1/2" REBAR SET W/CAP
×	STAMPED J.E. GARON RPLS 4303
—X—	WIRE FENCE
●	POWER POLE
—E—	OVERHEAD ELECTRIC LINE
—G—	DOWN GUY
(BRG.—DIST.)	RECORD CALL



LOCATION MAP  
NOT TO SCALE

## FLOOD PLAIN NOTE:

NO PORTION OF THIS AMENDING PLAT LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0395F EFFECTIVE MAY 9, 2023, COMMUNITY NUMBER 480024.

FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE BASTROP COUNTY FLOOD DAMAGE PREVENTION ORDER IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE CITY OF SMITHVILLE, TEXAS DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF BASTROP COUNTY OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM THE RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.

## PLAT NOTES:

1. PRIOR TO ISSUANCE OF BUILDING PERMIT, CITY OF SMITHVILLE APPROVAL OF SITE DEVELOPMENT PLAN IS REQUIRED. SITE DEVELOPMENT PLAN MUST INCLUDE DRAINAGE CONSIDERATION IN COMPLIANCE WITH CITY CODE.
2. SUBJECT TRACT IS DESIGNATED UNSHADED ZONE "X" ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48021C0395F DATED MAY 9, 2023.
3. SUBJECT TRACT IS LOCATED INSIDE THE CORPORATE LIMITS OF THE CITY OF SMITHVILLE.
4. BUILDING SETBACKS SHALL COMPLY WITH CITY OF SMITHVILLE ORDINANCE.

STATE OF TEXAS }  
COUNTY OF BASTROP }

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET \_\_\_\_\_ PAGE \_\_\_\_\_.

FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

DEPUTY \_\_\_\_\_

KRISTA BARTSCH  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, IAN STRAIN-SEYMOUR AND ELLEN STRAIN-SEYMOUR, BEING THE OWNERS OF LOTS 3 AND 4, BLOCK 76, OF THE ORIGINAL TOWNSITE TO THE CITY OF SMITHVILLE AS RECORDED IN PLAT CABINET NO. 1, PAGE 24A, PLAT RECORDS OF BASTROP COUNTY, TEXAS AND AS CONVEYED TO US BY DEED RECORDED IN DOCUMENT #202209691 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS AND DOES HEREBY AMEND SAID LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON TO BE KNOWN AS:

## SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 3 & 4, BLOCK 76

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

IAN STRAIN-SEYMOUR  
2102 MAPLE AVENUE, UNIT 1  
AUSTIN, TEXAS 78722

ELLEN STRAIN-SEYMOUR  
2102 MAPLE AVENUE, UNIT 1  
AUSTIN, TEXAS 78722

STATE OF TEXAS }  
COUNTY OF BASTROP }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED IAN STRAIN-SEYMOUR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

JAMES E. GARON 11/08/2024  
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }  
COUNTY OF BASTROP }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ELLEN STRAIN-SEYMOUR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

JAMES E. GARON 11/08/2024  
PRINTED NAME OF NOTARY / EXPIRES

STATE OF TEXAS }  
COUNTY OF BASTROP }

I, JAMES E. GARON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF BASTROP COUNTY, TEXAS.

10/03/2017  
JAMES E. GARON DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REG. NO. 4303  
185 McALLISTER ROAD  
BASTROP, TEXAS 78602  
PH. 512-303-4185 FAX 512-321-2107  
JAMESGARON.COM

CITY OF SMITHVILLE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE CITY MANAGER OF SMITHVILLE, TEXAS.

MANAGER \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY \_\_\_\_\_

ATTEST: \_\_\_\_\_

## SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 3 & 4, BLOCK 76

FIELD BOOK: 8-552/23  
FILE: Garon\City of Smithville\Smithville Townsite\49423-Plat\49423-Plat.dwg



JAMES E. GARON & ASSOC.

LAND SURVEYORS & CIVIL ENGINEERS  
Firm Reg. #10058400 & F-20386

185 McAllister Road  
Bastrop, Texas 78602  
(512) 303-4185  
jgaron@austin.rr.com  
www.jamesegaron.com

MAYOR  
SHARON FOERSTER

MAYOR PROTEM  
TOM ETHEREDGE

COUNCIL MEMBERS  
JANICE BRUNO  
JIMMIE JENKINS  
TYRONE WASHINGTON  
MITCH JAMESON

CITY MANAGER  
ROBERT TAMBLE



317 MAIN STREET  
P.O. BOX 449  
SMITHVILLE, TEXAS  
78957  
(512) 237-3282  
FAX (512) 237-4549

October 23, 2023

Dear Property Owner/Current Resident,

Your address is within 200' of one or more of the following proposed agenda items. This notice is to inform you that The City of Smithville Planning and Zoning Commission will hold a Public Hearing on November 07, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

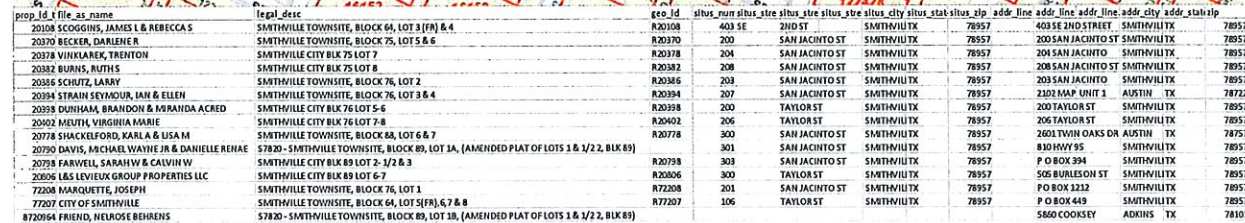
**Discussion and Action on an amending replat, combining two lots in to one for 207 San Jacinto, Smithville Townsite, Block 76 Lot 3 and 4, Property ID 20394, Property owner Ian and Ellen Strain-Seymour. The City Council will hold a public hearing and Council meeting to discuss and seek action on November 13, 2023, at 6:00 p.m. Please check the City's website for any updates about this meeting.**

**Please follow us on our YouTube Page:**

**([www.youtube.com/channel/UCN7rJzOwVks4zWV9EvKcH5w](https://www.youtube.com/channel/UCN7rJzOwVks4zWV9EvKcH5w)). You can also go to the City's website and click the link on the Planning & Zoning page to access our YouTube page. We will go live at 6:00 p.m. so that you can view the live meeting. If you have any questions or concerns, please reach out to Tracie Dzenowski at 512-237-3282 ext. 2101 and check the City's website for any updates about this meeting.**

*Planning and Zoning Commission: Brian Riewe, Caroline Noya, Nancy Catherman, Garrett Gutierrez & Monica Poss.*





Item# 15

**§ 3.08.009. Occupation of sidewalk by merchants.**

Nothing in this article shall be so construed as to prevent any merchant from occupying not more than one-half (1/2) of any sidewalk in receiving and forwarding goods, wares and merchandise, provided the sidewalk shall be cleared as of the merchant's closing time. Permits may be approved for a longer period of time in the case of special sidewalk sales, special occasions, or situations if approved by the city manager. The city council shall retain the power to review and amend any permits so issued.  
(1987 Code, ch. 3, sec. 4I; 2001 Code, sec. 3.409)

Item# 16



**Richard D. Latham Cultural District**  
***Celebrating 10 Years as a Texas Cultural District***  
**Cultural District and Artist Proposals submitted to the City of Smithville for**  
**Consideration in the FY 2023-24 Budget**  
**Submitted to Smithville City Council**  
**November 13, 2023**

**Background**

In September, 2013, the Texas Commission on the Arts (TCA) awarded a Cultural District Designation to the partnership of the City of Smithville and the Lost Pines Artisans' Alliance (LPAA). Smithville named the Cultural District for Richard D. Latham to honor this long-time benefactor, patron, and supporter of the Arts.

The TCA- and City-approved structure of the Richard D. Latham Cultural District Committee includes one City Staff Liaison (Jill Strube serves in this role at this time), one Liaison from the LPAA Board (Jessica Ries), and the Department Head of the Smithville Public Library (Judy Bergeron). The Cultural District meets publicly no less than two times a year, primarily to be able to discuss the various suggested projects that could be submitted to TCA for grant funding as well as which projects to support through the City's Cultural District budget line.

Since its inception, the Cultural District has started and supported various public art projects, and many of them have been sustained over time due to their popularity (for example, the Youth Banner Program and the Coloring Book). Each year, Smithville's Richard D. Latham Cultural District has worked to add various community-inspired and community-oriented projects. Virtually all of them have had some element of public participation, from making choices of which projects to choose to actually creating the artwork, and at several stages in between.

In the past, the City of Smithville has usually provided \$3,000-\$4,000 for support for Cultural District projects. Most often, City funds are used to help provide matching dollars for grant projects (for example, projects awarded through the Texas Commission on the Arts each year since 2013 and the National Endowment for the Arts in 2017). In FY 2022-23, the City Council awarded \$12,000 towards Cultural District projects, which went towards a variety of projects over and above these longstanding programs – for example: adding wayfinding signage to Loop 230, a music production class, sponsorship for Carne Lenta's "Loud TexMas" event; support for the Smithville Heritage Society's City Historic Marker, and several other projects.

In FY 2023-24, the City of Smithville has allocated \$10,000 for Cultural District projects in three categories:

- Longstanding Cultural District Projects
- Texas Commission on the Arts Grant Projects (only three requests per year—50% match required)
- "Call to Artists" project proposals that have been submitted by local artists and applicants on behalf of artists designed to engage more community involvement and creativity

The Cultural District Committee recommends that the Council approve \$3,000 for longstanding projects (as outlined in the table below).

## Longstanding Cultural District Projects with Community Partners

Project	Cultural District/ City Funds	Partner/ Sponsor Match	Partner(s)
Sculpture on Main (artist stipends/signs) *	NA	NA	KSB
Youth Banners	\$0	\$7,000	SEF/Sponsors
Historic Smithville Coloring Books	\$0	\$700	Various Community Sponsors
Summer Reading Club	\$0	\$6,800**	Library Programming
Main Street Wayfinding Sign Update (3 signs)	\$1,200	Unsure	Smithville Business Alliance
Music in the Park (proposal provided for details @ end)	\$800	\$800	Chamber of Commerce
Music Fest Sponsorship	\$1,000	\$0	Main Street Businesses
Riverbend Park Walking Trail	<i>Not in FY 23-24 – need to revisit the program</i>		
<b>Total Costs</b>	<b>\$3,000</b>	<b>\$14,111</b>	

\* The 2023-24 Sculpture on Main Program is suspended due to the construction that will take place at the corners with the ADA Ramp grant from TXDOT. We expect to resume this project in FY 2024-25.

\*\*Funds for the Summer Reading Program are allocated through the Smithville Public Library as a separate department at the City. Most of this amount is sponsored by the Friends of the Library through Grants and other community sponsors.

## Recommended Texas Commission on the Arts Grant Projects (January, June, and July deadlines)

Two projects have already been submitted for FY 2023-24, and both have been awarded. It will be necessary to only choose three additional projects for January/June/July 2024, and to be cognizant of the timing for possible projects. Note that the June/July projects will need to be allocated in the FY 24-25 budget. In general, although the City is “on the hook” for these matching funds, we have a great track record of finding the sponsorships we need to ensure that the match is provided by community boosters. The Cultural District would intend to work with community partners to find matching funds through sponsorships on all of these projects.

Project	TCA Request	Match*	Project Partner(s)
TCA Grant: Dickens on Main Request was for \$10K total—partial award	Awarded \$3,000	Awarded \$3,000	Lori Huffman has already started to collect sponsorship funds and will run this program whether the TCA funds it or not
TCA Grant: Riverbend Park Postcard Mural Request was for \$6K total—100% award	Awarded \$3,000	Awarded \$3,000	Smithville Recreation Center requested this project and will partner with SISD
TCA Grant Recommendation (date TBD): Artistic Exterior for MNAC	\$3,000	\$3,000	LPAA to seek artists for paintings to be installed on MNAC’s outer walls

Traditionally, the artist submissions have also been part of our TCA Grant process. Through the current process, only one has requested to be considered for TCA funds: Janus Lee has requested to be considered for the January TCA grant program. Her original request was for \$5,000 in total, but via email, Janus has confirmed that she can reduce her project scope and costs. Her total project request is \$3,000 (email attached as Appendix A).

Initially, the Cultural District Committee had also suggested two additional projects for the TCA summer grant program (Legacy Portraits and Towers Nursing Home “Radio Show” program). We are pulling those from consideration at this time, but may revisit the projects at a later date, potentially for the summer TCA grant calls.

The Cultural District had also initially recommended the purchase of the remaining Elected Officials/City Employees who had been photographed by Jorge Sanhueza-Leon through his “Smithville USA” photographic program in 2022-23. During the last fiscal year, because one of the artist submissions was withdrawn by the artist, the Cultural District had some funds remaining in the allocated funds and approached Mr. Sanhueza-Leon



to purchase the already-printed large photographs of Elected Officials/City Employees – however, this amount was not sufficient to purchase them all. Therefore, the Cultural District initially recommended purchasing the remaining photos to complete the set. At this time, the Cultural District is withdrawing this recommendation, but intends to revisit this request.

### Summary of Artist Submissions

In total (including Janus Lee, above), nine artists/supporters submitted projects for consideration (below), requesting over \$32,000 for a wide range of projects.

Applicant	Title	Brief Description	Request	Match	Total Project Cost
SBA for Judy Paul	"Hope Floats" sign	Re-do the Hope Floats sign that has been at the Hwy 71 entrance near the airport	\$5,000	\$0	\$5,000
Drums for Youth	"Artsapes"	Transforming Public Spaces Through Art	\$4,500	\$500	\$5,000
Janus Lee* Wishes to be considered for TCA Grant	"Smithville Sustainable Art Garden"	A permanent art installation at a community gardens property with a vegetable mural painted along a fence line or border wall, incorporating handmade pottery for herbs growing at the base.	\$4,500	\$500	\$5,000 *
Bernadette Noll	"Worries, Wins, and Wishes"	A colorful weaving on a cedar frame, woven by visitors to the loom who will write a worry, a win or a wish on a piece of cloth chosen from the colorful array of fibers offered.	\$3,780	\$420	\$4,200
Michelle Gardella	"Community Archive Project"	Collaborative photography exhibit and educational series done in conjunction with Smithville residents.	\$2,970	\$330	\$3,300
Courtney Dyer	"Cultivating the Colors of Sound"	The Sunday Market would like to continue to request support for musicians through December (CEC paid for July, Aug. & Sept 2023).	\$2,160	\$240	\$2,400
Yarn Bombers	"Planting Joy"	An 800+ square foot, botanical themed, temporary yarn mural assembled from individual 2'x2' crocheted and knitted squares.	\$1,943	\$3,923	\$5,866
Lori Huffman	"Evening with Barry Corbin"	Invite Storyteller Barry Corbin to Smithville to enhance tourism.	\$7,000	\$500	\$7,500
<b>Total</b>			<b>\$32,183</b>	<b>\$6,413</b>	<b>\$38,596</b>

\* Janus Lee has reduced her initial ask to \$3,000, as explained below.

To see all of the proposals: <https://tinyurl.com/RDLCDFY202324>

Applicants were asked to complete a project proposal application (Appendix B). All applicants were aware that they would be assessed based on selection criteria. Not everyone provided all of the required documentation; however, because this is the first time to go through this process for all of us, the Cultural District Committee has not disqualified anyone based on lack of paperwork. All projects were extremely interesting and represented different aspects of community engagement and artistry.

The Cultural District Committee recommends that City Council fund a portion of the requests for each of the top four projects. These all received the top votes and also were the top ranked in terms of the selection criteria,

which includes points for feasibility, appropriateness and completeness of project budget, and impact on the community (table below).

#### Richard D. Latham Cultural District Recommendations for Call for Artist Proposals

Applicant	Title	Selection Criteria Rank Order	# Community Votes
Yarn Bombers	"Planting Joy"	1	87
Courtney Dyer	"Cultivating the Colors of Sound"	2	132
Michelle Gardella	"Community Archive Project"	3	145
SBA for Judy Paul	"Hope Floats" sign	4	113
Bernadette Noll	"Worries, Wins, and Wishes"	-	53
Janus Lee	"Sustainable Art Garden"	(see above)	41
Drums for Youth	"Artsapes"	-	37
Lori Huffman	"Evening with Barry Corbin"	-	14

In total, the Cultural District Committee recommends \$3,000 to the first five longstanding programs, and \$7,000 split between the top four of the nine submissions, per the Summary Table below.

#### Summary Table of Project and Funding Recommendations for FY 2023-24

Project	Type of Project	Cultural District Budget	Partner / Sponsor Match
Youth Banners	Longstanding	\$0	\$7,000
Historic Smithville Coloring Books	Longstanding	\$0	\$700
Main Street Wayfinding Sign Update (3 signs)	Longstanding	\$1,200	Unsure
Music in the Park (Chamber)	Longstanding	\$800	\$800
Music Fest Sponsorship	Longstanding	\$1,000	NA
Yarn Bombers "Planting Joy"	Call for Proposals	\$1,750	\$4,116 *
Courtney Dyer "Colors of Sound"	Call for Proposals	\$1,750	\$650 *
Michelle Gardella "Community Archive"	Call for Proposals	\$1,750	\$1,550 *
SBA for Judy Paul "Hope Floats Sign"	Call for Proposals	\$1,750	\$3,250 *
<b>TOTAL</b>		<b>\$10,000</b>	<b>\$18,066</b>

**\* The Applicant is responsible for seeking any matching funds required to meet their project budget.**

Prior to disbursement of any funds, several of these projects would need to address some questions and concerns that were not clear in their proposals.

**SDBA/Judy Paul "Hope Floats Sign":** Installation costs are not included in this project budget (poles, lights, etc.). In addition, Media Choice has proposed the possibility of constructing an electronic billboard (similar to the one at Subway). The iconic "Hope Floats" sign image could be one of the permanent "flips" on that sign, which would also be used to announce events, provide emergency information, and bring in advertisement dollars. At the Cultural District meeting, one community member suggested temporarily installing a vinyl banner.

**Courtney Dyer "Colors of Sound" (Sunday Market Music):** The Cultural District Committee felt that the amount of \$200 per musician was too low. Although Ms. Dyer can encourage musicians to put out tip jars, she may find that she will have to reduce the number of musicians she can hire using this funding. Assuming the Council will award funding to her, the contract will need to be written to ensure a fair expectation of the number of musicians as a deliverable in her final report.

**Michelle Gardella “Community Archive”:** In her proposal, Ms. Gardella did not address the following issues:

- How will she reach out to our community to ensure an adequate number of people participate?
- How many people would be considered “adequate” to consider this project a success?
- She provided information about broad categories of expected costs, but the details are not clear.
- Since it is to be an “Archive” – where will the photos go after they have been produced? Does she anticipate giving them all back to the community members who took them? Has she reached out to the Heritage Society for them to take possession?
- Who will have rights to the use of the photos?
- In order to reduce costs, would she consider allowing her students to use their phone cameras, and purchase disposable cameras only for those students who do not have access to personal phones?

As we discuss these detailed questions, we may also discover other logistical issues that will need to be resolved.

**Janus Lee “Sustainable Art Garden”:** Ms. Lee has indicated that she would be amenable to submitting her project for a TCA grant submission. If Council is willing to entertain that idea, we would need to work with her on some details and logistics that are unclear from her proposal. For example, Ms. Lee had not contacted anyone connected to the Smithville Community Gardens when she mentioned that this could be a possible location. She is currently in touch with them, and will need to work out details before this location is solidified. In addition, we will need to talk with her about the expectation of seeking sponsorships outside of the City for the project.

### **Next Steps**

1. Smithville City Council will determine how to use the Cultural District Funds.
2. Any selected artist will need to work with City staff to manage any logistics with regard to project scope, timeline, budget, and other details, and must sign a contract (a template is provided in Appendix C), which in part will solidify the details about a payment plan, revisions to timeline and budget, and expectations, including “check in” points and details about the information that will be required in a final report. The awardee will be considered the Project Manager at that time, and the City may provide assistance if necessary, but will not manage project details such as coordination, marketing, and logistics. NOTE: It is standard procedure that vendors may be paid half up front and half at the end of the project. Staff will work with each artist to determine the best course of action in regard to the timing of grant payments in the best interests of protecting taxpayer funds and also for the success of the project.
3. Artists who have not yet submitted their W9 must do so prior to receiving any funds.
4. Per contract, each artist will provide a final report for Council upon completion of the project. The report will include photos, survey results, and other measures of success as appropriate to the project. All projects must be completed before August 1, 2024, so that reports may be provided to Council at the August meeting and any necessary final disbursement of funds can take place in September.

This is the FIRST TIME the City is managing any grants of this nature using this procedure. We all appreciate everyone’s patience and perseverance as we develop a process that has never before been instituted.

Thank you for your consideration and increased attention to public arts in the City of Smithville. As we have seen, Economic Development through the Arts, the seeds of which were planted in the 1990s with the efforts of the Lost Pines Artisans Alliance, are helping the Smithville community to grow in wonderful ways.

***Respectfully Submitted by Jill Strube, Director of Economic Development and Grants Administration and Cultural District Liaison on behalf of the Richard D. Latham Cultural District***

# Appendix A

Janus Lee conversation re: Budget/Scope Reduction per email

**From:** Janus Lee

**Sent:** Wednesday, November 8, 2023 4:37 PM

**To:** Jill Strube

**Subject:** Re: Smithville Cultural District Proposal

Jill —

As for budget changes to my proposal, there are several. Will this impact the TCA grant that's pending at all? This afternoon, I left you a voice mail in this regard, but will go ahead and list what I mentioned at the Smithville Cultural District meeting on Monday:

- 1) with the withdrawal of Jo Watts from this project we are eliminating the clay pinch pots for growing herbs and related classes that were budgeted for \$800
- 2) art classes for mural painting can be cut down to 3 — 4 weeks for an additional savings of \$800
- 3) supply costs and advertising can be combined and can also be reduced by another \$400, with the majority of supplies to be donated

This is a total reduction of \$2000, from the initial \$5000 requested, leaving a balance needed of \$3000, pending other fundraising efforts.

Also, I have not yet heard back from Community Gardens board members but will send another reminder that their input is needed.

Thanks so much,

Janus Lee

## Appendix B

### Proposal Application



## Richard D. Latham Cultural District

### Proposal for Public Art Project in Smithville, TX

***The City's Cultural District Grant requires a 10% cash or "in-kind" match.***

Date: \_\_\_\_\_

Name of Artist(s): \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Potential/Actual Partners: \_\_\_\_\_

**Brief Description of the Project (Must fit in this space):**

**Plan for Public Participation (Must fit in this space):**

**Total Cost: \$ \_\_\_\_\_ Total Match (10%): \$ \_\_\_\_\_**

*\*NOTE: Smithville can rarely support public art projects that cost over \$5,000.  
Include the Budget Form Excel File with your application.*

**Sponsorship/Matching Opportunities/Ideas** – where will the 10% cash/in-kind match come from?  
(be as specific as possible with names of people and organizations who you have contacted that would be willing to provide matching funds – Must fit in this space):

☐ I would like this application to be considered for a TCA grant  
*50% match will be required per TCA—City Staff will work with the artist(s) to work out match options.*

**Return this form:**

**By email:** Jill Strube, Cultural District Liaison: [jstrube@ci.smithville.tx.us](mailto:jstrube@ci.smithville.tx.us)

**Mail to:**

Jill Strube, Cultural District Liaison  
City of Smithville/Cultural District  
PO Box 449  
Smithville, TX 78957

**If your application does not fit in the space provided,  
you may attach a document (PDF preferred) no more  
than two pages long to provide more information.**



# Richard D. Latham Cultural District

## Proposal for Public Art Project in Smithville, TX

### Cultural District Application Check List:

#### Required:

- ☐ Project Proposal
- ☐ Artist's Statement of Qualifications/Resume
- ☐ W-9 Form
- ☐ Excel Budget Spreadsheet
- ☐ Letter of commitment regarding match responsibilities (if the artist has asked another person or organization to provide the match, that person/organization must supply the letter of commitment)

*IF the proposal is submitted by a nonprofit:*

- ☐ IRS Letter of Determination

#### Optional

- ☐ Sketches, materials list, other information that will help envision the project
- ☐ Letters of support from community members/organizations (up to three)

### Criteria for Project Selection

Criteria	Explanation	Max Points
Proposal includes all required elements	Reviewers will require all components to ensure fair evaluation of all applications	Qualified Disqualified
Feasibility	The project must have the potential to be implemented	10
Project Budget	Realistic and researched budget	15
Experience & Qualifications & IRS Letter (if applicable)	Artists need to have the experience and qualifications that would ensure successful project implementation	20
Commitment Letter(s)	Necessary to prove match is secured	5
Impact on Community	In order for public funds to be spent, the project needs to benefit Smithville residents	25
Aesthetic Quality	The quality of the artwork needs to be of high quality	25
<b>Total Points</b>		<b>100</b>
Sketches, Materials List, etc.	Information that will help reviewers envision the project	Bonus: 10
Community Support	Letters of support, surveys, other backup showing evidence that the community is in favor of the project	Bonus: 5
<b>Bonus Points Total</b>		<b>15</b>

Upon completion, the artist(s) will be required to provide a brief report including an evaluation of the success of the project in relation to any specific goals per project requirements, if applicable.

# Appendix C

## Template of Artist/Applicant Contract

NOTE: This template is subject to modification, and serves only as an example.



### AGREEMENT BETWEEN THE CITY OF SMITHVILLE AND Awardee

This agreement is made and entered into this 1<sup>st</sup> day of May, 2023 by and between the City of Smithville, Texas (the "City"), a municipality, and Awardee (the "Awardee"), related to Smithville's Richard D. Latham Cultural District funding for the "PROJECT NAME" project. The City and the Awardee may be referred to herein singularly as the Party and together as the Parties.

**WHEREAS**, the City of Smithville and the Lost Pines Artisans' Alliance worked together to apply for the "Cultural District" designation from the Texas Commission on the Arts in 2013, and

**WHEREAS**, the Texas Commission on the Arts awarded this designation on September 13, 2013; and

**WHEREAS**, the City of Smithville has established \$10,000 in FY 2023-24 to be used for Cultural District Projects; and

**WHEREAS**, the Cultural District Committee has approved \$AMOUNT to Awardee for PROJECT NAME project.

**NOW THEREFORE**, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company agree as follows:

1. **Scope of Work.** Consisting in general terms, the Company will promote and implement programming that will teach youth about the music industry and recording process.

**Project Title:** \_\_\_\_\_

**Timeline:** \_\_\_\_\_

**Marketing Plan (if appropriate):** \_\_\_\_\_

**Other Details as appropriate:** \_\_\_\_\_

**Goal:** \_\_\_\_\_

**Budget:** The budget information is included in Appendix A. The Awardee will receive \$AMOUNT on receipt of this contract and a current W9 form. The City shall pay the balance of \$AMOUNT at the successful completion of the project, once the report and receipts have been submitted, reviewed, and approved.

2. **Final Report.** The Awardee agrees to submit a report within two weeks of the end of the Program. This report must include the following components:

- Number of participants.
- Satisfaction Survey (to be approved prior to use) that provides data regarding the participants' satisfaction with the process and the outcome.
- A minimum of 10 photographs that may be used for promotional purposes for both Parties—photo releases from all participants must be included in the report.
- Other elements of a final report per details related to the project.

3. **Effective Date/Term.** The Partnership between the Parties shall be valid from the Agreement date until the date the final report is submitted and accepted by the Cultural District committee. The Final Report will be submitted within two weeks of the last session. The Cultural District Committee shall review this report within two weeks of submission. The report will be considered accepted once any revisions are made, if necessary. Once the report has been submitted, final payment will be sent within 30 days. If the Cultural District Committee does not respond within two weeks, the final report will be considered to be "approved" de facto.
4. **Termination.** Either Party may terminate the contract for any reason, at any time, by providing written notice to the other Party 10 days prior to the date of termination.
5. **INDEMNITY, HOLD-HARMLESS AND RELEASE.**  
Except as otherwise specifically noted herein:
  - a. The Awardee shall indemnify and hold harmless the City, and its officers, agents, and employees, from and against all claims, damages, losses, and expenses and legal fees including attorney's fees arising out of or related to the Awardee's performance under this Agreement, whether to person or property and whether or not the claim, damage or loss was known, unknown, foreseeable or unforeseeable to the Parties.
  - b. The Awardee recognizes and understands that while remote, there is a possibility that injury or harm to the Awardee or participants could occur, the extent of which harm or injury is unknown. In the event of any injury or harm to the Awardee or program participants, whether bodily injury or property damage, the Awardee hereby releases, in full, the City, its officers, agents, affiliates, and employees from all present and future claims, causes of action or demands that the Awardee now has or may hereafter accrue in anyway related to or arising out of the Agreement whether known, unknown, foreseen or unforeseen.
6. **Integrated Agreement.** This Agreement contains all the terms, considerations, understandings and promises of the Parties. It should read as a whole, and its terms can only be modified by an instrument in writing signed by both Parties.

In Witness whereof, the Awardee and the City of Smithville (by its City Manager) have executed this Agreement and have caused the Agreement to be executed.

**City of Smithville, Texas**

**Awardee**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Robert Tamble, City Manager

Print Name:

[citymanager@ci.smithville.tx.us](mailto:citymanager@ci.smithville.tx.us)

E-Mail:

512 237 3282 x 2169

Phone:

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Appendix to Contract**  
**Cultural District Project Budget**

Project Sponsor:

Project Name:

Date:

Budget Items	Justification (why is this item important to the project)	Unit Type (hours, months, sessions, items, etc.)	# Units	Per Unit Cost	Item Cost	Category Subtotal
<i>Consultants</i>						
<b>Category Subtotal</b>						\$
<i>Production Costs</i>						
<b>Category Subtotal</b>						\$
<i>Materials and Supplies</i>						
<b>Category Subtotal</b>						\$
<i>Facility Costs</i>						
<b>Category Subtotal</b>						\$
<i>Marketing and Promotion</i>						
<b>Category Subtotal</b>						\$
<i>Other (Be Specific)</i>						
<b>Category Subtotal</b>						\$
<b>TOTAL Project Cost</b>					\$	

Item# 17



## SOCIETY OF ST VINCENT DE PAUL

ST. PAUL CONFERENCE

512-718-2614

PO Box 688

Smithville, Texas 78957

October 18, 2023

Dear Councilman [REDACTED],

St. Paul Conference of St. Vincent dePaul (SVdP) has been working with our neighbors in Smithville for over twelve years. SVdP helps our neighbors with utilities, rent, and prescriptions as well as just listening to their many stories and their hopes for better days. In the beginning, SVdP was able to help with \$50 toward a bill. At that time, \$50 for a utility bill actually was a big help. SVdP strives for systemic change to reduce poverty to assist our neighbors and a number of years ago, our Conference partnered with the City of Smithville and Mr. Tamble to provide classes to help neighbors decrease their utility bills. We are currently able to pay \$150 to \$200 towards a bill, but bills have increased so rapidly that our help today actually doesn't go as far as the \$50 did.

Our concerns are:

1. The increase in trash pick-up from \$28.17 to \$38.50 and we understand there is a request for garbage to be increased to \$48. A number of years ago, SVdP questioned why service has continued at two pickups per week as many families do not have the need for twice a week pickup. Most communities and rural pick-up is weekly and runs around \$30 monthly which would be reasonable for Smithville residents.
2. Most of our vulnerable neighbors have no control over portions of their utility bill, especially water/sewer. They live in rental properties with poor insulation and plumbing problems. If there is a water leak, the landlord loses nothing if they do not fix the problem and save money by not paying for a plumber to fix the leak, but the neighbor is stuck for high water/sewer bills. If the leak is during the three months on which the sewer rates are calculated, they pay for this water use for a whole year in sewer fees.
3. Fees and other charges:
  - a. Water/wastewater improvements increase bills by 5.75/month or another \$69 per year. We found several neighbors' bills who did not pay for water and sewer but were charged this improvement fee. Since these improvements by the city increase property values, why is this not charged to the property owner rather than the tenant? Owners (landlords), not tenants, see a return on investment for water and sewer improvements. Why is this improvement fee not part of city property taxes rather than the utility bill?
  - b. What is included in "other charges" which used to be listed as "taxes"? Why was this wordage change made? Is this a tax and if it is a tax are all the items taxed? Should the extras be taxed? Should sewer be taxed?
  - c. All of the extra costs on a utility bill after electricity, water, sewer, and garbage add approximately \$226 annually.

*"Tell them to do good, to be rich in good works, to be generous, ready to share." 1 Timothy 6:18*

4. Late fees also are a burden on our Smithville neighbors who live in or on the edge of poverty. Rent is due the first of the month and generally takes the first paycheck of the month. The utility bill is due by the 10th of the month, but the second check is usually paid after this date. We understand this is changing to the 15<sup>th</sup>. While the 15<sup>th</sup> is a step in the right direction, would it be so difficult to make the utility bill due by 20th of the month to allow people a chance to pay it without late fees? The amount of late fees also is more than punitive. A 10% fee month after month can add up to more than a whole month's utility bill in a 12-month period. If SVdP visits a Smithville neighbor currently after the 10th of the month, 10% of what SVdP pays is late fee. In speaking with Combined Community Action (CCA), CCA's payments are made late in the month, and it appears that the neighbors are paying late fees on this amount even though it is a guaranteed payment.

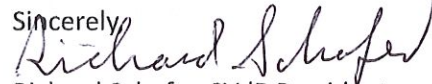
Several examples:

One neighbor's bill was \$650. She knew that CCA would be paying toward it, but she is unable to pay any of it until her second paycheck, so she pays late fees. Her late fee is \$65. If this happens month after month, she pays \$780 a year in late fees. More than a whole month's bill.

A young mom going to school had her electricity cut off. She found help from friends and was able to have the bill paid. The next month there were extra fees; including late fees, a disconnect fee, and a weekend reconnect fee. Her bill was over \$500. With all these extras added on she was again in jeopardy of having the electricity cut off.

Too much energy/water is wasted in Smithville secondary to poor housing conditions. This waste then costs the city money in increasing the purchase and distribution of electricity/water. What can be done to make the use of electricity and water more efficient? Should the city of Smithville adopt minimum housing standards with expectations of appropriate insulation/weatherization and adequate plumbing? In larger cities, there are laws which protect renters when heat and air conditioning quits working or malfunctions. Landlords in these cities must fix the issues instead of telling their renters to use window air conditioners and space heaters or suggest the renter just open the oven and heat the house. Is there grant money the City could find to help with insulation/weatherization? The City of Smithville does alert people to excessive water usage and possible plumbing issues but could these issues be sent to the landlords with the expectation that the landlord fixes the leak or pays the water/sewer bill? SVdP recently visited a neighbor with a water bill of almost \$500. She was not alerted by the City of the concern of a leak. SVdP checked the meter and it showed very fast water usage. We were told the landlord has no interest in figuring out where the water leak is. The prior month's water use was almost 40,000 gallons. The next month the water use was well over 100,000 gallons. How is a tenant supposed to handle this situation? Tenants need recourse in ensuring that their bills are not inflated by plumbing problems they have no control over.

SVdP would like to meet with the Council members and discuss how to help the less fortunate. How can we help these neighbors out of this revolving door of late fees and extra fees?

Sincerely,  
  
Richard Schafer, SVdP President  
254-644-1193

Item# 18



# Memorandum of Understanding

Between the City of Smithville and the Smithville Workforce Training Center for the facilities located at 404 Fawcett Street

November 13, 2023

This Memorandum of Understanding (MOU) is made between the City of Smithville (hereafter, "City"), and the Smithville Workforce Training Center (hereafter, "SWTC"), regarding the use of the building at 404 Fawcett for administrative and student interviewing purposes, and for the new building to be constructed at that site beginning in 2024. These partners enter into this agreement and establish this MOU as a framework for this cooperative program.

## Project Summary

The City and the SWTC have an established relationship in the effort to provide training and student services at certain city-owned facilities. The SWTC provides educational resources within our local community that result in a skilled workforce needed for local businesses to thrive. Since October 2022, over 200 students have been trained for employment in fields that are in high demand in Smithville and the surrounding rural area. Based on the success of this project to date, the City was awarded a Texas Department of Agriculture Community Development Block Grant for Rural Economic Development. This grant (TDA CDBG CRC22-0031) for \$1 million dollars was awarded in May of 2023, specifically to expand the facilities at 404 Fawcett with additional training and business development space. The City commitment for this grant is a 10% match, and agreement to use this facility specifically for workforce training for a term of seven years, until 2030.

## Responsibilities and Rights

The City will be responsible for construction of the new facilities, with design specification input from SWTC, and for paying for utilities to the existing and the new facilities.

The SWTC will be responsible for the day-to-day operations and maintenance. The SWTC will provide quarterly updates to the City Council in December, March, June, and September.

## Effective Date/Term/Fees

This agreement between the City and SWTC shall be valid for seven (7) years (until May, 2030) at which time the terms of this MOU will be renegotiated. The MOU can be terminated if written notice is given by any party 60 days in advance to dissolve the partnership or the SWTC ceases to exist.

A Facility Usage Fee will be waived for this seven-year period in consideration of the enhanced value to the City-owned property that will result from the construction to be done under the grant. In recognition of the relationship between the parties, the City shall have the right to appoint two (2) board members, ~~representing no more than 20% of the board,~~ to the SWTC Board of Directors during this seven-year period, with application review and term service in accordance with the SWTC bylaws, with consideration of extension at the time the agreement is renegotiated.

## Signatures

In witness whereof, the City of Smithville and the SWTC on the respective dates written below their signatures, have made, and executed this agreement.

\_\_\_\_\_  
Robert Tamble, City Manager  
City of Smithville

\_\_\_\_\_  
Janice Bruno, Interim Executive Director  
Smithville Workforce Training Center

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Item# 19



## City of Smithville \$3M Series 2023 Tax Note

Police Department							
Qty	Description	Unit Cost	Total	Actual	Remain	Received	Comments
1	Micellaneous Equipment	\$85,000	\$85,000	\$0	\$85,000	WIP	Weapons, Ammunition, Tasers, Office Equipment, Computers, etc.
2	Patrol Vehicles	\$65,000	\$130,000	\$0	\$130,000	Ordered	Two (2) fully outfitted patrol vehicles (estimated Dec 2024)
2	Offline F150 Responder PU	\$65,000	\$130,000	\$118,000	\$12,000	YES	Offline (un-marked) vehicles for PD
1	New HVAC	\$20,000	\$20,000	\$0	\$20,000	WIP	Replace / repair HVAC to improve efficiency and reduce cost
1	Animal Control Vehicle	\$55,000	\$55,000	\$52,650	\$2,350	YES	Replace old vehicle with new holding pins for animals
13	Mobile CAD Units for Patrol Cars	\$6,250	\$81,250	\$0	\$81,250	WIP	Mobile access to BADGE system and other LE databases.
			\$501,250	\$170,650	\$330,600		

Public Works / Utilities							
Qty	Description	Unit Cost	Total	Actual	Remain	Received	Comments
1	Chipper Truck	\$85,000	\$85,000	\$0	\$85,000	Ordered	Replace older chipper truck (estimated delivery July 2024)
1	Sewer Pump Truck	\$200,000	\$200,000	\$0	\$200,000	WIP	Truck needed to pump clogged sewer lines and/or lift stations
1	Small Bucket Truck	\$190,000	\$190,000	\$0	\$190,000	Ordered	Use for tree trimming and cleaning alleys + back-up when needed (Dec 1)
2	Utility Trucks (F-250)	\$80,000	\$160,000	\$72,000	\$88,000	YES	Replace older trucks in current fleet (1 Received / 1 estimated delivery July 2024)
1	Tractor w/ Shredder	\$40,000	\$40,000	\$0	\$40,000	Ordered	Additional tractor to mow at Airport and Riverbend Park (Est. Dec 1)
1	Warehouse Roof Repair	\$100,000	\$100,000	\$0	\$100,000	WIP	New roof w/ spray insulation to repair leaks help with heating / cooling
1	Rack Storage System (Warehouse)	\$25,000	\$25,000	\$0	\$25,000	WIP	Rack storage system will provide additional space in warehouse
1	Miscellaneous Tools / Equip.	\$100,000	\$100,000	\$0	\$100,000	WIP	Mowers, Weed-eaters, Chainsaws, Tools, Tire Balancer, Industrial Vacuum
1	Streets/Drainage/Sidewalks/Curbs	\$200,000	\$200,000	\$0	\$200,000	WIP	Road repair / paving. Street Assessment. Sidewalks / curbs. Small drainage projects.
			\$1,100,000	\$72,000	\$1,028,000		

General							
Qty	Description	Unit Cost	Total	Actual	Remain	Received	Comments
1	Airport Lighting System	\$150,000	\$150,000	\$0	\$150,000	WIP	Upgrade runway lighting system. Est. cost = \$1.5M w/ 10% Grant Match.
1	Security Camera Upgrade	\$250,000	\$250,000	\$0	\$250,000	WIP	City-wide replacement of HK Vision cameras (cyber-security risk) < \$100k
1	Fire Department Tanker	\$275,000	\$275,000	\$0	\$275,000	WIP	Purchase Fire Tanker for SVFD
1	Baseball Field / Park Upgrades	\$50,000	\$50,000	\$0	\$50,000	WIP	Facility upgrades at Little League / Baseball Fields (Keilberg, Riverbend, MLK) < \$50k
1	Cemetery CRM Platform	\$25,000	\$25,000	\$0	\$25,000	WIP	Purchase cemetery inventory management system / customer interface
1	Playground Equip / Park Upgrades	\$200,000	\$200,000	\$0	\$200,000	WIP	Playground equipment w/ weatherproof padding. MLK Park BB Court(s) +\$150k
1	Misc. City Facility Upgrades	\$175,000	\$175,000	\$0	\$175,000	WIP	Security doors / panic button @ City Hall (\$45k). HVAC repairs @ Rec Center. Weather-proof / insulate Show Barn. Remodel / paint public restrooms.
1	Grant Match for Infrastructure	\$275,000	\$275,000	\$0	\$275,000	WIP	GLO Drainage (\$130k) / TXDOT Main Street ADA Ramps & Sidewalks (\$145k)
			\$1,400,000	\$0	\$1,400,000		

Grand Total \$3,001,250

Reduced Little League Upgrades by \$50k. Added \$50k to Playground Equipment

Reduced Security Camera Upgrade by \$100k. Added \$100k to Playground Equipment



CITY OF SMITHVILLE  
TAX NOTE, SERIES 2023  
LSIP - 2023 Tax Note Project Fund - \$3,000,000  
Period Ending: October 31, 2023

COUNCIL APPROVED AMOUNTS	EXPENSES		CURRENT PROJECTION or ACTUAL COST	PAID TO DATE	BALANCE TO PAY
<b>POLICE DEPARTMENT</b>					
(260,000.00)	<u>Patrol Vehicles - Qty 4 @ \$65,000 each</u>	Balance	(44,100.00)	0.00	(44,100.00)
	Peoria Ford - PFVT Motors, LLC	2023 Ford F-150 Police Responder (Unit 170)	(59,165.00)	(59,165.00)	0.00
	Peoria Ford - PFVT Motors, LLC	2023 Ford F-150 Police Responder (Unit 171)	(59,115.00)	(59,115.00)	0.00
	Peoria Ford - PFVT Motors, LLC	2025 Ford Police Interceptor	(48,810.00)	0.00	(48,810.00)
	Peoria Ford - PFVT Motors, LLC	2025 Ford Police Interceptor	(48,810.00)	0.00	(48,810.00)
(55,000.00)	<u>Animal Control Vehicle</u>	Balance	(2,350.00)	0.00	(2,350.00)
	Peoria Ford PFVY Motors, LLC	Ford F150	(52,650.00)	(52,650.00)	0.00
(20,000.00)	<u>HVAC for Police Station</u>	Balance	(20,000.00)	0.00	(20,000.00)
(81,250.00)	<u>Mobile CAD Units for Patrol Vehicles</u>	Balance	(81,250.00)	0.00	(81,250.00)
(85,000.00)	<u>Miscellaneous Equipment</u>	Balance	(73,046.90)		(73,046.90)
	Lindsay Communications, LLC	cabling materials, data rack, labor	(3,393.10)	0.00	(3,393.10)
	Phantom Spikes	tire deflation device - qty 12 / training system	(5,035.00)	0.00	(5,035.00)
	PB Electronics	Stalker DSR Directional Radar / 1 yr warranty	(1,825.00)	0.00	(1,825.00)
	Texas Trailer Supply	12x16 trailer	(1,700.00)	0.00	(1,700.00)
(501,250.00)	<b>SUBTOTAL - Police Department</b>		<b>(501,250.00)</b>	<b>(170,930.00)</b>	<b>(330,320.00)</b>

<b>PUBLIC WORKS / UTILITIES DEPARTMENT</b>					
(85,000.00)	<u>Chipper Truck</u>	Balance	(14,420.00)	0.00	(14,420.00)
	Chastang Ford	2024 Ford F450 Chassis w/ upfitting	(70,580.00)	0.00	(70,580.00)
(200,000.00)	<u>Sewer Pump Truck</u>	Balance	(200,000.00)	0.00	(200,000.00)
(190,000.00)	<u>Small Bucket Truck</u>	Balance	(33,980.00)		(33,980.00)
	Altec Global Rental Co, Inc	Altec AT40-G w/ 2023 chassis	(156,020.00)	0.00	(156,020.00)
(160,000.00)	<u>Utility Trucks - Qty 2 @ \$80,000 each</u>	Balance	(28,282.00)		(28,282.00)
	Chastang Ford / R&D Truck Accessories, Inc	2023 Ford F150 SuperCrew (D610) & bedliner	(71,740.00)	(71,740.00)	0.00
	Chastang Ford	2024 F250 Super Cab w/ 8" box (D150)	(59,978.00)	0.00	(59,978.00)
(40,000.00)	<u>Tractor with Shredder</u>	Balance	(40,000.00)	0.00	(40,000.00)
(100,000.00)	<u>Warehouse Roof Repair</u>	Balance	(100,000.00)		(100,000.00)
(25,000.00)	<u>Warehouse Rack Storage System</u>	Balance	(25,000.00)		(25,000.00)
(100,000.00)	<u>Miscellaneous Tools &amp; Equipment</u>	Balance	(100,000.00)		(100,000.00)
(200,000.00)	<u>Streets, Drainage, Sidewalks, Curbs</u>	Balance	(200,000.00)		(200,000.00)
(1,100,000.00)	<b>SUBTOTAL - Public Works / Utilities Department</b>		<b>(1,100,000.00)</b>	<b>(71,740.00)</b>	<b>(1,028,260.00)</b>

CITY OF SMITHVILLE  
TAX NOTE, SERIES 2023  
LSIP - 2023 Tax Note Project Fund - \$3,000,000  
Period Ending: October 31, 2023

COUNCIL APPROVED AMOUNTS	EXPENSES		CURRENT PROJECTION or ACTUAL COST	PAID TO DATE	BALANCE TO PAY
<b>GENERAL</b>					
(150,000.00)	<u>Airport Lighting System (10% Grant Match)</u>	Balance	(150,000.00)		(150,000.00)
(275,000.00)	<u>SVFD Tanker Truck</u>	Balance	(275,000.00)		(275,000.00)
(275,000.00)	<u>Grant Match for Infrastructure</u>				
	GLO Drainage	Balance	(130,000.00)		(130,000.00)
	TxDOT Main St ADA Ramps	Balance	(145,000.00)		(145,000.00)
(700,000.00)	<b>SUBTOTAL - General</b>		(700,000.00)	-	(700,000.00)

(2,301,250.00)	<b>TOTAL APPROVED EXPENSES</b>	<b>COUNCIL APPROVED</b>	(2,301,250.00)	(242,670.00)	(2,058,580.00)
----------------	--------------------------------	-------------------------	----------------	--------------	----------------

UNALLOCATED AMOUNTS	EXPENSES - funding tentatively allocated for		CURRENT PROJECTION or ACTUAL COST	PAID TO DATE	BALANCE TO PAY
(250,000.00)	<u>Security Cameras</u>	Balance	(250,000.00)		(250,000.00)
(50,000.00)	<u>Baseball Fields / Park Upgrades</u>	Balance	(50,000.00)		(50,000.00)
(25,000.00)	<u>Cemetery CRM Platform</u>	Balance	(25,000.00)		(25,000.00)
(200,000.00)	<u>Playground Equipment</u>	Balance	(200,000.00)		(200,000.00)
(175,000.00)	<u>Miscellaneous City Facility Upgrades</u>	Balance	(175,000.00)		(175,000.00)
(700,000.00)	<b>TOTAL UNALLOCATED FUNDS</b>	<b>UNALLOCATED</b>	(700,000.00)	0.00	(700,000.00)

(3,001,250.00)	<b>GRAND TOTAL EXPENSES</b>	<b>ALLOCATED &amp; UNALLOCATED</b>	(3,001,250.00)	(242,670.00)	(2,758,580.00)
----------------	-----------------------------	------------------------------------	----------------	--------------	----------------

<b>REVENUE</b>					
3,000,000.00	Tax Note, Series 2023 funds deposited 10/11/2023		3,000,000.00	3,000,000.00	
9,614.16	Interest Earned to Date		9,614.16	9,614.16	
3,009,614.16	<b>TOTAL REVENUE</b>		3,009,614.16	3,009,614.16	
8,364.16	<b>BALANCE - REVENUE LESS EXPENSE</b>		8,364.16	2,766,944.16	
				Checking Acct Balance	

Item# 20

# 2023



## **NEWWEBSITE** DESIGN REPORT

MORE INFO :

**Jill Strube PhD**

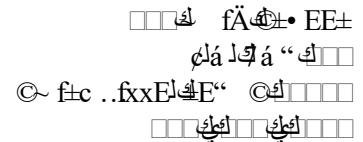
**Director, Economic Development & Grants  
Administration**

City of Smithville

512 - 237 - 3282 x 2109

[jstrube@ci.smithville.tx.us](mailto:jstrube@ci.smithville.tx.us)

317 MAIN STREET, Smithville TX 78957



**COUNCIL MEMBERS:**  
**JANICE BRUNO**  
**JIMMY JENKINS**  
**TYRONE WASHINGTON**  
**MITCH JAMESON**

**November 13, 2023**

The current City of Smithville website is over 10 years old, and the developer is no longer supporting this product. Andy Esquivel, the previous Community Engagement Coordinator, was tasked with finding a new company to revamp the website in late 2022. The Smithville City Council chose to work with CivicPlus as our website developer in June, 2023. We have been meeting all timeline milestones and anticipate that the new website will be launched in January, 2024.

As a first order of business, the City surveyed the community about the current website to understand what they like and what it lacks, and to request some guidance regarding what kinds of features would be important as they navigate a new site.

- **Over 51% feel the website is outdated, doesn't showcase what the city can offer.**
  - Updated Festivals, local events, city improvements and changes.
  - City Officials, committee and board members are not there or not been updated.
- **Over 65% utilizes the website city department information**
  - Official meetings, agenda & Minutes of City Council/City meetings
  - Budget, Audits, Utilities information
- **53% finds what they need after a few clicks**
  - Most people agree that updates, local events and information links are needed.
  - Most people want the website to be an announcement **HUB**.



## 100 Meetings -

CivicPlus will migrate 100 meetings (to include all attachments) to the new website. Staff would need to determine which, if any, meetings above that number will be “manually” added in-house. The 100 meetings will be divided as follows:

- 50 City Council meetings
- 25 Planning and Zoning Meetings
- 15 Historical Preservation/Design Standards meetings
- 10 Cultural District meetings

## Navigation Buckets -

CivicPlus has worked with City Staff to determine how the new website should look, and what features it should have. These features include “Navigation Buckets” and “Graphic Buttons” Navigation buckets are the buttons that will show at the top of the screen on a desktop or in the static menu on a cell phone. Graphic buttons will scroll with the body of the page.

### Navigation Buckets

- Our Community
- Government
- Departments
- Business
- How Do I

### Graphic Buttons

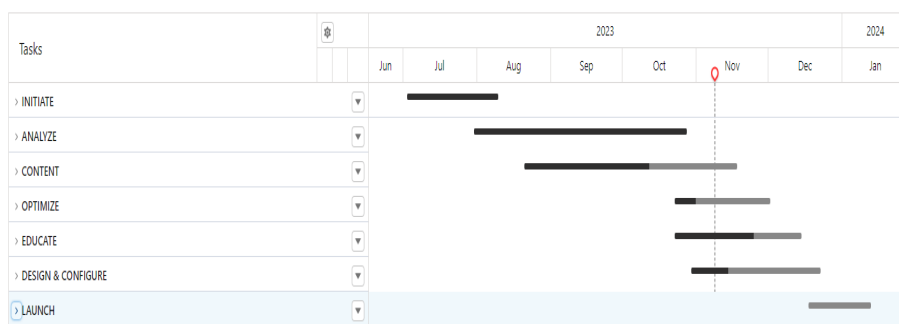
- Agendas & Minutes
- Pay Online
- Employment
- Records Request
- Notify Me
- Report an Issue

## Additional Items to be Included -

- MESSAGE BOARD
- PUBLIC PARTICIPATION
- VETERANS DATABASE

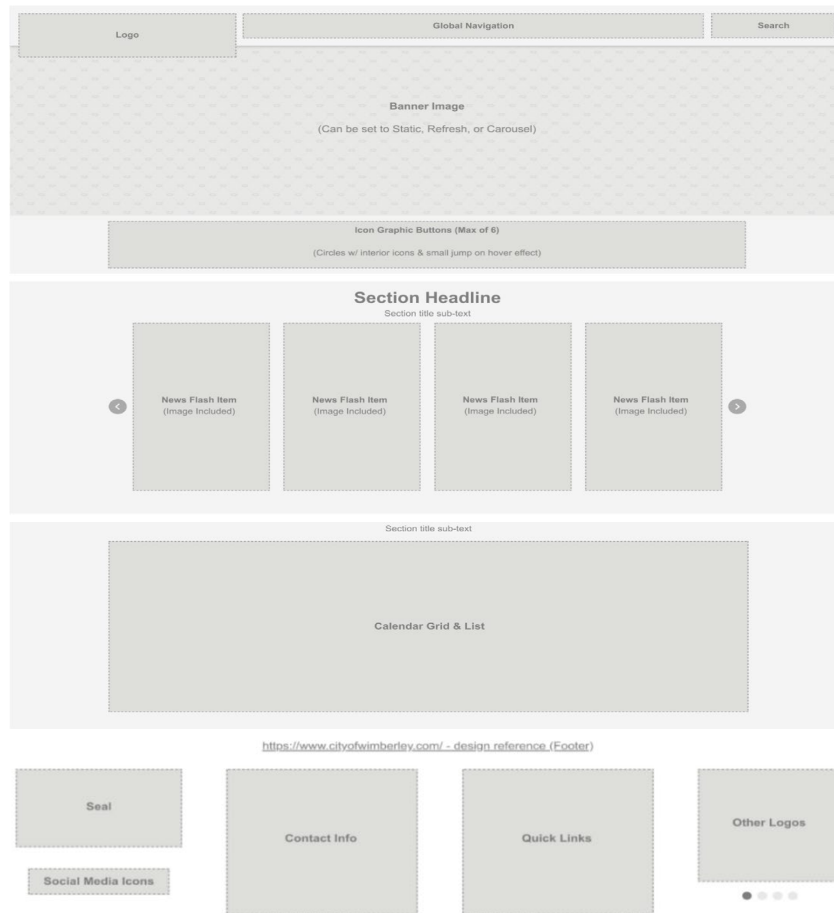
## Website Project Timeline –

- **Content:**
  - **Content Migration date (staff must track all changes henceforth): 10/20/2023**
  - **Last Content Revision and changes: 11/17/2023**
- **Optimization:**
  - **Optimization process (Google Analytics, SSL, DNS) end date: 12/01/23**
- **Educate: Engagement Training: 12/12/23 – 12/14/23**
- **Design and Configuration:**
  - **Color Scheme and Website Template Completion: 10/23/23 -10/27/23**
  - **CivicPlus Website Buildout and Data Migration: 10/30/23 – 12/15/23**
- **Launch: Project Closure: 01/12/24**



<https://civicplus.my.salesforce-sites.com/externalprojectview?id=a3a8a000002ilkv#/timelines/gantt>

## Colors and Layout -



<https://tinyurl.com/COS-WebsiteLayout>



Civic Plus 2nd: Option 1



Item# 21



## RESOLUTION

No. 2023-11-516

**WHEREAS**, the City of Smithville participates in the Bastrop Central Appraisal District; and

**WHEREAS**, under the Texas Property Tax Code, Section 6.03, appointment of the Bastrop Central Appraisal District's Board of Directors is the responsibility of the governing bodies of the taxing entities of Bastrop County; and

**WHEREAS**, the City of Smithville is allocated 53 votes out of a total of 5,000 to cast for the candidate(s) of its choice; and

**WHEREAS**, the City of Smithville met in open session to consider the casting of the votes to which they are entitled; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SMITHVILLE,**

The City of Smithville does hereby **RESOLVE** to cast their votes for the following individual(s) as a Member of the Bastrop Central Appraisal District Board of Directors.

<u>Candidate(s)</u>	<u>Votes Cast</u>
Archer, William (Bill)	_____
Bezner, Justin	_____
Glass, David	_____
Harkins, Pamela	_____
Ralph, Jeannie	_____
Redd, David	_____
Tiner, Stacy	_____

**DULY RESOLVED AND ADOPTED** by City of Smithville this 13<sup>th</sup> day of November, 2023.

**APPROVED:**

\_\_\_\_\_  
*Sharon Foerster, Mayor*

**ATTEST:**

\_\_\_\_\_  
*Jennifer Lynch, City Secretary*

**CALCULATIONS for VOTING ENTITLEMENT  
BASTROP CENTRAL APPRAISAL DISTRICT  
2024 BOARD OF DIRECTORS**

ENTITY	2022 LEVY			TOTAL LEVY						VOTES	
Bastrop County	\$ 47,632,352	/	\$ 200,976,059	X	1,000	=	237.0051	X	5	=	1,185
Bastrop ISD	\$ 93,188,957	/	\$ 200,976,059	X	1,000	=	463.6819	X	5	=	2,318
Bastrop City	\$ 7,737,012	/	\$ 200,976,059	X	1,000	=	38.4972	X	5	=	192
Elgin ISD	\$ 26,676,988	/	\$ 200,976,059	X	1,000	=	132.7371	X	5	=	664
Elgin City	\$ 4,463,197	/	\$ 200,976,059	X	1,000	=	22.2076	X	5	=	111
Lexington ISD	\$ 52,013	/	\$ 200,976,059	X	1,000	=	0.2588	X	5	=	1
McDade ISD	\$ 1,794,125	/	\$ 200,976,059	X	1,000	=	8.9271	X	5	=	45
Smithville ISD	\$ 15,450,354	/	\$ 200,976,059	X	1,000	=	76.8766	X	5	=	384
Smithville City	\$ 2,120,323	/	\$ 200,976,059	X	1,000	=	10.5501	X	5	=	53
ACC-Elgin	\$ 1,860,738	/	\$ 200,976,059	X	1,000	=	9.2585	X	5	=	46
Total Number of Votes										5,000	

**From:** [Faun Cullens](#)  
**To:** [Faun Cullens](#)  
**Cc:** [Lynn Howell](#)  
**Subject:** Bastrop CAD Director Appointments  
**Date:** Thursday, November 2, 2023 12:03:51 PM

---

Good afternoon,

On October 23<sup>rd</sup> I sent via email the allocation of votes and a Sample Resolution Ballot for Votes. On the resolution it listed the seven candidates as they were nominated by the participating entities.

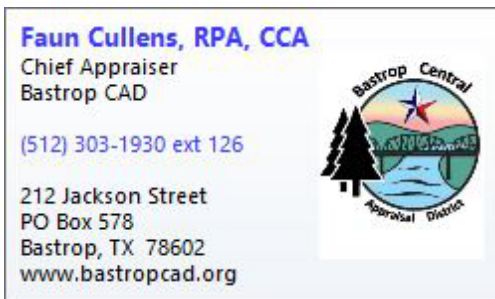
I am writing to let you know that since that time, one candidate, Stacy Tiner has informed me that she was honored to be nominated but at this time unable to accept and fulfill the responsibilities.

As she was nominated, I am required to place her on the ballot. I wanted to let you know in the event you have not acted on the distribution of your allocated votes.

If you have any questions, please let me know.

Sincerely,

Faun



Item# 22

# BASTROP COUNTY

Ellen Owens, CTOP, PCC  
Tax Assessor / Collector  
[Ellen.Owens@Co.Bastrop.Tx.Us](mailto:Ellen.Owens@Co.Bastrop.Tx.Us)




PO Box 579  
Bastrop, TX 78602  
512-332-7266

October 25, 2023

I, Ellen Owens, Tax Assessor/Collector for the City of Smithville, am submitting the below Tax Roll as per Texas Property Tax Code 26.09(e) for your approval:

City of Smithville	2023 Levy
Interest & Sinking	\$746,622.52
Maintenance & Operations	\$1,630,630.29
Personal Late Rendition Penalty	\$576.51
Personal Late Rendition Penalty Admin Fee	\$30.38
<b>TOTAL 2023 TAX LEVY</b>	<b>\$2,377,859.70</b>



  
Certified by: Ellen Owens, CTOP, PCC  
Bastrop County Tax Assessor / Collector

APPROVED as presented on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

Item# 23

**AMENDMENT NUMBER 1  
TO GENERAL AGREEMENT FOR JOINT USE OF POLES  
BETWEEN  
CITY OF SMITHVILLE  
AND  
SOUTHWESTERN BELL TELEPHONE CO. d/b/a AT&T TEXAS**

THIS AMENDMENT NUMBER 1 TO GENERAL AGREEMENT FOR JOINT USE OF POLES is made and entered into by and between CITY OF SMITHVILLE (the "City") and SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T Texas, a Missouri corporation (the "Telephone Company").

**WITNESSETH**

**WHEREAS**, the City and the Telephone Company entered into a General Agreement for Joint Use of Poles, effective January 25, 2012 concerning the joint use of certain of their poles located in the State of Texas (the "Agreement"), and

**WHEREAS**, the City and Telephone Company desire to amend the Agreement in the manner set forth herein, and

**NOW, THEREFORE**, in consideration of the mutual promises and benefits to be obtained from the amendments and modifications set forth herein, the parties, for themselves and for their successors and assignees, agree to amend the Agreement as follows:

1. SECTION 11.2 is deleted in its entirety and is replaced with the following:

11.2 The yearly Attachment fee will be \$15.00 dollars for each of the City's Poles upon which Telephone Company has Attachments and \$15.00 dollars for each of Telephone Company's poles that City has attachments. These fees are to remain in effect for a period of no less than 10 years and may thereafter be adjusted upon the mutual agreement of the parties.

2. SECTION 16.1 is deleted in its entirety and is replaced with the following:

16.1 This Agreement shall continue in force and effect for a period of ten (10) years from the effective date of Amendment 1. The Agreement shall automatically extend on the same terms and conditions for one-year terms or unless either party provides one (1) year written notice to the other party of their desire to cancel the Agreement, in which case the Agreement shall terminate at the end of the then current term or extension period as the case may be.

3. Except as specifically set forth in this AMENDMENT NUMBER 1 TO GENERAL AGREEMENT FOR JOINT USE OF POLES, the terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NUMBER 1  
by their duly authorized representatives.

CITY OF SMITHVILLE .

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AT&T - TEXAS

By: \_\_\_\_\_

Name: Dianne Miller \_\_\_\_\_

Title Director

Date: \_\_\_\_\_



**GENERAL AGREEMENT**

**FOR**

**JOINT USE OF POLES**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**AND**

**CITY OF SMITHVILLE**

**DATED: February 14, 2012**

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## JOINT USE POLE AGREEMENT

THIS AGREEMENT made and effective the 25th day of January, 2012, by and between City of Smithville, (hereinafter called "City"), and Southwestern Bell Telephone Company, d/b/a AT&T Texas, a Missouri corporation, with its principal place of business in Dallas, Texas (hereinafter called "Telephone Company").

### WITNESSETH:

WHEREAS, City of Smithville and Southwestern Bell Telephone Company each own, operate and maintain Poles and provide their respective services to customers within common identifiable geographic areas of the State of Texas.

WHEREAS, both parties desire to place certain lines, Attachments and appurtenances on certain Poles of the other party, for the limited purpose of providing their respective Services in compliance with any and all local, state or federal regulations; provided that such Services do not interfere or compete with the Pole Owner's purposes and where in the Pole Owner's judgment, safety will not be adversely affected.

WHEREAS, both parties are willing to issue the other party a non-exclusive license, to the extent it may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove said lines, Attachments and appurtenances on their respective Poles;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

### SECTION 1. DEFINITIONS

- 1.1 "Agreement" shall mean this Joint Use Pole Agreement between City and Telephone Company
- 1.2 "Attachment" is defined as all facilities, including but not limited to lines, cables, equipment or associated appurtenances, which are owned or utilized by Joint User and attached to Owner's Pole. Warning signs, service drops, bonds and MGN grounding connections both on poles and pad mounted transformers shall not be considered Attachments under this Agreement, and may be placed without specific permission from the other party.
- 1.3 "Joint Use" shall mean using for Attachments or maintaining Attachments of both Owner and Joint User on Owner's Pole.
- 1.4 "Joint User" is a party to this Agreement making Attachments on to a Joint Use Pole owned by the other party.



- 1.5 **"Make-Ready Work"** refers to all work performed or to be performed to prepare Owner's poles for the requested placement of Joint User's Attachment, including the modification or rearrangement of the Attachments of Owner or any other Third Party Attacher on any Pole, the placement of new Poles, or replacement of one or more existing Poles.
- 1.6 **"Owner"** is the party to this Agreement who owns the Pole.
- 1.7 **"Permit Application"** is the written request from Joint User to place, replace, relocate, modify, or remove its Attachments on Owner's Pole, and is identified as Exhibit "A" of this Agreement.
- 1.8 **"Pole"** shall mean a wood, concrete, or metal pole, which is owned by Owner. For City, "pole" refers exclusively to poles used for City's distribution system.
- 1.9 **"Services"** shall mean the lawful business that each party is licensed, governed, franchised, or authorized to perform in the offering of service to its customers.
- 1.10 **"Service Drop"** is a line from the main distribution cable, which provides service to a single customer.
- 1.11 A **"Third Party Attacher"** is any person or entity other than Owner or Joint User that has or is placing Attachments on Owner's Pole.
- 1.12 Wherever **"days"** are referred to, it shall mean calendar days. "Business days" shall refer to the days Monday through Friday.

## **SECTION 2. OWNER'S GRANT OF PRIVILEGE TO JOINT USER TO ATTACH TO OWNER'S POLE**

- 2.1 All Poles that were established as Joint Use Poles under the terms of any other agreement between the parties shall automatically, as of the date of this Agreement, become Joint Use Poles subject to the terms of this Agreement.
- 2.2 Ownership of all poles in existence as of the date of this Agreement shall remain with said Owner. Both parties understand and agree that each pole shall be solely owned by either City or Telephone Company and that no use, however extended, of Poles under this Agreement shall create or vest in Joint User any ownership or property right in said Poles, but Joint User's rights in such Poles shall be and remain a mere license terminable as provided herein.
- 2.3 The license granted to Joint User hereunder with respect to any Pole shall be non-exclusive in that Owner reserves the right to use any and all such Poles for any lawful purpose or business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles for any lawful purpose.

- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OWNER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 2.5 Joint User shall be solely responsible for determining the necessity of and obtaining all rights-of-way, easements, licenses, franchises, authorizations, permits and consents required to construct, operate and/or maintain its Attachments on Owner's Poles from federal, state, county, municipal authorities or private and/or public property owners. Owner is not responsible for providing the right of ingress and egress to and from any Pole for Joint User's benefit; Joint User is solely responsible for obtaining such right from fee owners or others and for paying any costs or charges in connection with obtaining such rights.
- 2.6 Joint User will operate Joint User's Attachments in a manner which will not cause or create interference with Owner's existing or proposed communications or electric distribution operations or the equipment of any Third Party Attacher sharing the Pole prior to Joint User's use of the Pole.

### **SECTION 3. TECHNICAL REQUIREMENTS**

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC) and Occupational Safety and Health Code (OSHA) in effect at the time of original construction or major change to Attachments, except where the requirements of Owner's specifications or public authorities may be in excess of the requirements of said NESC, NEC or OSHA, in which case the more stringent requirements shall apply.
- 3.2 In the event Owner should amend its requirements, rules, or practices for the Joint Use of Poles as prescribed in Section 3.1, Joint User agrees to adhere to the amended requirements, rules or practices on any new Attachments placed after the date of amendment. The amended requirements, rules, or practices would not apply to existing Attachments in place prior to the amendment.
- 3.3 All anchors and guys shall be in place and in full effect prior to the placement of Joint User's Attachments. Any unbalanced loading of Owner's Poles, which is caused by the placement of Joint User's Attachments, shall be properly guyed and anchored by Joint User, Joint User shall be solely responsible for all expense, risk, and liability associated therewith. Joint User will place guy guards on all such down guys and Owner shall have no responsibility in placing, monitoring, or maintaining such guards. Joint User shall not attach any of its Attachments to any guy or anchor of Owner.

### **SECTION 4. ESTABLISHING JOINT USE OF POLES**

- 4.1 Throughout the term of this Agreement, Joint User may designate an Owner's Pole or Poles, on which it desires to place, replace, relocate, or modify any Attachment; provided, however, that in this Section and throughout this Agreement, the replacement of an existing Attachment with a new Attachment of like size and function shall not be considered a "replacement." Each such



designation shall be made by Joint User submitting to Owner a Permit Application in such manner as prescribed by this Agreement, signed by a duly authorized representative of Joint User, and specifying in the appropriate spaces thereon, the type of work Joint User desires to perform and the Pole or Poles on which such work is to be performed. Joint User shall not place any Attachment on Owner's Pole prior to receiving an approved Permit Application. Notwithstanding the foregoing, Joint User may place, replace, or modify a Service Drop on any Pole without prior written notice to Owner and without first submitting a Permit Application.

- 4.2 Upon receipt of a Permit Application, Owner shall promptly provide a written response to the application. The response shall state whether the application is being granted or denied. A Permit Application may be denied only due to insufficient capacity; safety, reliability or generally applicable engineering principals; or interference with Owner's facilities; and only if such reasons can not be addressed through Make Ready Work performed at Joint User's cost. In the event the Application is denied, Owner shall return a copy of the Permit Application to Joint User reflecting such denial and detailing the reasons for the denial and the modifications necessary to adequately address those reasons such that the Permit Application would be approved. If Joint User is willing to modify the Permit Application to address the reasons for the denial, Joint User shall re-submit the modified Permit Application to Owner.
- 4.3 If approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment will require Make-Ready Work, Owner in the exercise of its sole discretion, may approve the Permit Application on the condition that Joint User agrees to pay all costs associated with such Make-Ready Work (including, in the case of the replacement of a Pole prior to the expiration of its useful life, compensating the Owner for the value in place of the replaced Pole, as set forth on Exhibit D, attached hereto, plus the cost of removal, less the salvage value of the replaced Pole). In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the Make-Ready Work and the estimated cost thereof in the appropriate spaces thereon. If Joint User is willing to pay all costs associated with such Make-Ready Work, Joint User shall return the Permit Application to Owner, within 30 days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. Upon completion of such Make-Ready Work, Owner will submit to Joint User an invoice for the actual reasonable cost of performing said Make-Ready Work and Joint User agrees to pay Owner the total amount within 45 days of receipt of invoice. In performing Make-Ready Work, Owner agrees to apply the same time frame in completing the work as if it was performing said work for itself.
- 4.4 In the event approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment will require the placement of new Poles, or replacement of one or more existing Poles, and Owner declines to place such new or replacement Poles, Joint User shall have the option to place its own new or replacement Poles, which will be owned by it. In such an event, Joint User shall bear the costs incurred by Owner and any Third Party Attachers in transferring their Attachments to the new or replacement Poles (including, in the case of the replacement of a Pole prior to the expiration of its useful life, compensating the Owner for the value in place of the replaced Pole, as set forth on Exhibit D, attached hereto, plus the cost of removal, less the salvage value of the replaced Pole).



- 4.5 Owner shall use reasonable efforts to respond to each Permit Application within 20 days of its submission. Should Joint User require a response time less than 20 days due to a public utility commission requirement or a special construction need by Joint User, Joint User will notify Owner at the time the Permit Application is submitted and Owner will use its best efforts to respond to Joint User within 5 Business days. Temporary approval may be made through electronic means or verbal approval to be followed by the official notification.
- 4.6 If either party has a requirement to locate its equipment on any easement, right of way or other property right of the other party on which no Poles or an insufficient number of Poles are located to facilitate the party's purposes, the parties, within a reasonable time after receiving written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of the parties. In such event, the parties shall agree upon which party shall own the new Poles, and that party shall pay all of the costs associated with their construction. Either party, at its sole discretion, may decline to construct the necessary Poles.
- 4.7 The parties shall comply with all applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding the removal and disposal of Poles and maintenance, placement and operation of each Joint User's Attachments.

#### **SECTION 5. RELOCATION, REPLACEMENT, OR MODIFICATION OF JOINT USER'S ATTACHMENTS**

- 5.1 Joint User agrees that it will cooperate with Owner and any Third Party Attachers or potential or proposed Third Party Attachers in making such rearrangements to Joint User's Attachments as may be necessary to permit new or modified Attachments by such Third Party Attacher, the rearrangement of Owner's facilities, or the installation of a replacement Pole. In the event that the rearrangements are necessitated by new or modified attachment by a Third Party Attacher, the costs incurred by Joint User in making such rearrangements shall be borne by such Third Party Attacher, and Joint User shall not be required to rearrange its Attachments unless and until such Third Party Attacher pays Joint User for its costs of such rearrangement. In the event that the rearrangements are necessitated by new or expanded service needs of a customer or potential customer of Owner, and Owner is being compensated by its customer for the costs incurred by Owner, Owner shall also require its customer or potential customer to reimburse Joint User for its costs of such rearrangement, and Joint User shall not be required to rearrange its Attachments unless and until Owner or its customer agrees in writing to reimburse Joint User for its costs of such rearrangement. Whenever feasible, Owner shall give Joint User not less than 30 days prior written notice of the need for Joint User to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Any replacement Poles installed pursuant to this section shall be installed as close as practical to the Pole replaced, so as to minimize the costs of transferring Attachments.
- 5.2 Whenever any right-of-way consideration or any city, county, or state regulation makes relocation of a Pole necessary, Owner shall bear the cost of relocation of such Pole, and Joint User shall bear the expense of relocating its Attachment.



## **SECTION 6. REPLACEMENT, RELOCATION, OR ABANDONMENT OF JOINT-USE POLES**

- 6.1 Prior to placing or relocating any joint-use pole, Pole Owner will notify Joint-User in writing requesting transfer of attachments to the new poles. Joint-User shall relocate such attachments within sixty (60) calendar days of such notification. If, at the expiration of said period, Joint-User shall not have removed attachments from the replaced/relocated poles, the abandoned pole shall become the property of the Joint-User and the Joint-User shall assume, indemnify and save harmless the original Owner for all obligations, liabilities, damages, costs, expenses, or charges related to any incidents or events occurring or arising on or after the date the abandoned pole becomes the property of the Joint-User. Joint-User shall pay the original Owner a sum equal to the in-place value of such abandoned pole or poles.

## **SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT; TRANSFER OF ATTACHMENTS**

- 7.1 Joint User shall at its sole risk and expense maintain all Attachments on Owner's Poles in a safe condition and in thorough repair. Joint User may perform maintenance and repair work without giving prior written notice to Owner. If Joint User fails to maintain any such Attachments in accordance to the terms and conditions of this Agreement, Owner, with notice or demand to Joint User and the expense of Joint User, may perform such repairs or maintenance that it deems reasonably necessary.
- 7.2 If City, in the course of performing its own work determines it is necessary to relocate the Attachments of Telephone Company, City, or a mutually approved contractor, will remove and reinstall such Attachments when City determines it is within its capabilities and/or best interest to do so and has verbal agreement from Telephone Company to proceed. Except during an emergency or lights out situation, the City shall give the Telephone Company prior notice of its intent to make such relocation or transfer in advance. In performing such work, City shall not be permitted to perform any splicing or related wire work. City's participation in transferring Telephone Company's Attachments is strictly voluntary and shall be performed at the sole discretion of City.
- 7.3 Telephone Company shall pay to City \$85.00 dollars, per Pole, for the relocation of Telephone Company's Attachments. City shall have the right to revise these fees upon 90 days written notice. These fees are intended to represent City's labor cost only and Telephone Company will be responsible for providing all materials required to perform transfers and/or relocations of Telephone Company's Attachments. Telephone Company agrees to reimburse City for all actual cost of material that City may require to accomplish Telephone Company's transfers, which Telephone Company has not previously provided to City.
- 7.4 City will issue an invoice at the end of each calendar month in which the work described in this Section 7 is performed. The invoice will reference the location of Pole and date work was performed.



- 7.5 Should City, in its sole discretion, determine that it is not in City's best interest to transfer Attachments of Telephone Company; City will give written notice to Telephone Company that transfer of Telephone Company's Attachments from the old Pole to the new Pole is required, and Telephone Company shall perform the necessary transfers.
- 7.6 Each Joint User shall have the right to revoke the rights granted under this section, and to perform its own transfer work or employ contractors to perform such transfer work, in some or all of the territory covered by this Agreement, or with respect to specific poles or transfers. In the event that any Joint User decides to perform its own transfer work or employ contractors to perform such transfer work, it shall provide the other Joint User with written notice of such decision.

## **SECTION 8. TREE TRIMMING**

- 8.1 Both Parties at their sole expense shall perform any necessary tree trimming or cutting incidental thereto, in order to maintain their own Attachments in a safe and serviceable condition.

## **SECTION 9. REMOVAL OF ATTACHMENTS**

- 9.1 Joint User, in the exercise of its sole discretion, may remove any Attachment on any Pole, without the prior approval of Owner. If Owner, in its sole discretion, believes that such removal creates a safety hazard, Joint User, upon notice from Owner and at Joint User's sole expense, shall replace such Attachments or perform any other corrective action specified by Owner in such notice within the time frame specified therein. Failure of Joint User to perform such work within the specified period will allow Owner, in the exercise of its sole discretion, without further notice or demand to Joint User and at the expense of Joint User, to perform all or any part of such work.
- 9.2 Should Owner contract to sell or sell a Pole on which Joint User has Attachments, Owner shall make such sale subject to the continued rights of Joint User to occupy the poles sold.
- 9.3 Whenever Joint User intends to remove any Attachment from a Pole, it shall submit to Owner a Permit Application signed by a duly authorized representative and identifying in the appropriate spaces thereon, the Attachment removed and the Pole from which it was removed.

## **SECTION 10. EMERGENCIES**

- 10.1 In the event of an emergency, Joint User, at its expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Owner's written approval of a Permit Application for such work; however, before performing such emergency work, oral approval shall be obtained from Owner's authorized representative, and provided further, that such work is performed within the time period and under such conditions specified by Owner's authorized representative. Any such oral approval shall be confirmed, within 15 days of the performance of such work, by Joint User to Owner in writing identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation, or modification is not in accordance with the terms and conditions of this Agreement, Joint User, at



its expense, shall remove, replace, relocate, or modify all or any portion of such Attachments upon written notice from Owner and within the time period specified in the notice. If Joint User fails to perform such work, Owner, in the exercise of its sole discretion, without further notice or demand to Joint User and at the expense of Joint User may either perform all and any portion of such work or remove the Attachments from the Pole. Unless Owner is instructed to do so by governmental authorities or to protect the public, no Services to Joint User's customers will be disrupted; provided, however, that in all instances of Owner's work, Owner will use its best efforts to avoid disruption of Services to Joint User's customers, but will have no liability with respect to any such disruption.

- 10.2 In the event of an emergency, either party, without prior notice to the other and at the other's expense, may permanently or temporarily replace, relocate, remove, modify or perform any other work in connection with the other's Attachments on any Pole. In such event, the party performing the emergency work shall notify the other party, within a reasonable time, of both the Poles affected and the work performed.
- 10.3 If, in the event of an emergency, it is necessary for a Joint User to replace a Pole owned by Owner, Joint User shall provide Owner with the option to purchase the replacement Pole at a price equal to the direct costs incurred by Joint User in installing the replacement Pole

#### **SECTION 11. POLE ATTACHMENT RATES**

- 11.1 On or about February 1<sup>st</sup> of each year, the parties shall determine the number of Joint Use Poles on which each party has Attachments. This number will represent the total number of Poles with each Joint User's Attachments on December 31<sup>st</sup> of the preceding year plus any Poles from which such Joint User's Attachments were removed during that year. The party owning the greatest number of Joint Use Poles will issue an invoice for the difference in the number of Joint Use Poles each party owns.
- 11.2 The yearly Attachment fee will be \$12.50 dollars for each of City's Poles upon which Telephone Company has Attachments and \$12.50 dollars for each of Telephone Company's poles that City has attachments. These fees are to remain in effect for a period of no less than 5 years, and may thereafter be adjusted upon the mutual agreement of the parties.

#### **SECTION 12. UNAUTHORIZED ATTACHMENTS**

- 12.1 If any of Joint User's Attachments for which no Permit Application has been issued shall be found attached to Owner's Poles, Joint User, upon written notification from Owner and within 15 days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment.

#### **SECTION 13. INVENTORIES**

- 13.1 Upon 180 days' written notice from either party, an inventory may be conducted to determine the exact number of Joint User's Attachments on Owner's Poles. Inventories will be conducted thereafter, a minimum of every five (5) years unless mutually agreed to by both parties. All cost incurred for the inventories, including but not limited to the production of required maps to



conduct these inventories, shall be shared based on the ratio of Joint-Users attachments on Pole Owners poles.

- 13.2 The inventory, including the scope of work, will be conducted in a manner that is mutually agreeable to both parties.

#### **SECTION 14. PAYMENT OF INVOICES**

- 14.1 Joint User shall pay each invoice submitted to it by Owner within 45 days of its receipt. Payment shall be remitted to the address show in Section 23, NOTICE. Any portion of an invoice not paid when due shall bear interest at the lesser of 1.5% per month or the maximum rate allowed by law.

#### **SECTION 15. DEFAULTS**

- 15.1 If either party is in default in any of its obligations under the terms and conditions of this Agreement, and such default shall continue 30 days after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy additional Joint Use Poles, and if such default shall continue for a period of 90 days after such suspension, the other party hereunder may forthwith terminate this Agreement.
- 15.2 If Joint User defaults in the performance of any work, which it is obligated to do under this Agreement, the Owner may elect to do such work, and Joint User shall reimburse Owner for all cost thereof.
- 15.3 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Joint User shall remain liable to Owner for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

#### **SECTION 16. TERM**

- 16.1 This Agreement shall continue in force and effect for a period of ten (10) years from the effective date of this Agreement as stated above. The Agreement shall automatically extend on the same terms and conditions for one-year terms or unless either party provides one (1) year written notice to the other party of their desire to cancel the Agreement, in which case the Agreement shall terminate at the end of the then current term or extension period as the case may be.
- 16.2 Upon termination of this Agreement, the right to make additional Attachments or modify existing Attachments shall cease. However, such termination shall not abrogate or terminate the right of either party to maintain the Attachments theretofore made on the Poles of the other party, to replace existing Attachments with Attachments of like size and function, to move existing Attachments to replacement Poles, or to move Attachments to Poles relocated due to city, county, or state right-of-way considerations. All such Attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms and conditions of this Agreement.

## SECTION 17. INDEMNIFICATION

- 17.1 The parties will cooperate with each other in every reasonable way to facilitate either party's defense or settlement of any third party claims, lawsuits, or demands that relate to or arise out of either party's performance of its obligations under this Agreement.
- 17.2 Each party (the "Indemnifying Party") shall, to the extent allowed by law, indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any and all Claims that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means the Indemnified Party, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors.
- 17.3 The Indemnifying Party further shall indemnify, to the extent allowed by law, defend and hold harmless the Indemnified Party from and against any and all Claims, that may from time to time be suffered or incurred by, or asserted against, the Indemnified Party because of: (i) failure of the Indemnifying Party to comply with Environmental, Health and Safety Laws; (ii) any negligence or misconduct by the Indemnifying Party in connection with any environmental remediation or cleanup required by law, or (iii) failure to comply with all applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding the removal and disposal of Poles and maintenance, placement and operation of each Joint User's Attachments.
- 17.4 The Indemnified Party:
- (a) shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;
  - (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the Indemnifying Party shall have control of this defense or settlement; and
  - (c) shall reasonably cooperate with the defense.
- 17.5 Nothing contained in this Agreement shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including but not limited to, special, incidental, indirect, punitive, reliance or consequential damages, based on any acts or omissions of such third party; provided, however, neither party shall seek recovery of any special, incidental, indirect, punitive, reliance or consequential damages to the extent such third party has a contractual, common law or other right of recovery against or indemnity from the other party for such damages.
- 17.6 This section shall survive the termination or expiration of this agreement.



## SECTION 18. INSURANCE

- 18.1 Joint User shall provide insurance or obtain coverage through a risk pool, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to the following:
- (a) Commercial General liability insurance to cover all phases of maintenance, installation and removal operations under this Agreement, with limits for bodily injury or death not less than \$1,000,000 any one occurrence and property damage limits not less than \$1,000,000 any one occurrence;
  - (b) (Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased with combined single limits of \$1,000,000 bodily injury/property damage per occurrence;
  - (c) Statutory Worker's Compensation Insurance and Employer's Liability Coverage with limits of \$1,000,000.
- 18.2 Joint User agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its parent and affiliated companies (to the extent applicable), their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Joint User's properties and /or any other loss sustained by Joint User whether insured or not.
- 18.3 All insurance required by Owner under this Agreement shall be maintained by Joint User throughout the term of this Agreement and thereafter until all of the obligations of Joint User have been fully performed. Joint User shall submit to Owner certificates to the effect that insurer has insured Joint User for all potential liabilities of Joint User under this Agreement, and that it will not cancel or change any policy of insurance issued to Joint User except upon thirty (30) days written notice to Owner. In the event that Joint User's insurance coverage is to be cancelled by reason of non-payment of premiums, Owner, in its sole discretion, shall have the right to pay such premiums and Joint User shall forthwith reimburse Owner the full amount paid by Owner. Joint User will name Owner as additionally insured on the certificate of insurance.
- 18.4 Joint User shall promptly notify Owner in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of the involvement of Joint User's Attachments to any Pole.
- 18.5 Either party shall have the right to self-insure or obtain coverage through a risk pool against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain under the terms of this Agreement. By so electing, such party shall be deemed to be

self-insuring against the perils and/or liabilities that are the subject of such claims. If any party elects to self-insure pursuant to this Article 18, such party shall give the other party thirty (30) days written notice of such election.

## **SECTION 19. TAXES**

- 19.1 Joint User shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Joint User's business with regards to its Attachments, including, without limitation, all franchise, license, permit, and other fees due to cities or other governmental entities.

## **SECTION 20. ASSIGNMENTS**

- 20.1 Neither party will assign or sublicense all or any part of its rights under this Agreement to any person or entity without the prior written approval of the other party, which will not be unreasonably withheld; provided, however that either party shall be free to assign without the written consent of the other party to any affiliate, to any entity which may purchase all or substantially all of that party's assets, or to any entity that may survive by merger or consolidation of that party. The proposed assignor shall provide notice to the other party of any requested assignment or sublicense by certified mail; if the other party has not responded in writing within twenty (20) business days after receipt of such notice by consenting, refusing to consent, or indicating what additional information it requires regarding the requested transfer, the other party's consent will be deemed to have been given. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, either party may, without being released of its obligations under this Agreement, collaterally assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom such party (i) has obligations for borrowed money or in respect of guaranties for such borrowing, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties of such instruments. Such party shall notify the other party in writing within ten (10) days prior to any such assignment, mortgage, pledge, hypothecation, or transfer.
- 20.2 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

## **SECTION 21. APPLICABLE LAW**

- 21.1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. Exclusive venue for any claim, dispute, lawsuit or proceeding arising out of this Agreement shall be in Bastrop County, Texas.

## **SECTION 22. ENTIRE AGREEMENT**



- 22.1 This Agreement and all attachments hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters are by mutual consent hereby abrogated and superseded by this Agreement.

### **SECTION 23. NOTICE**

- 23.1 Any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made by telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, electronically mailed or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

City of Smithville:      Attn: Tex Middlebrook, City Manager  
317 Main Street  
Smithville, TX 78957  
512-237-3282

Telephone Company:      Southwestern Bell Telephone Company  
Attn: Joint Use Coordinator  
11930 Airline Drive, Room 105  
Houston, Texas 77037  
281-877-5500

- 23.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed.

### **SECTION 24. MODIFICATION AND WAIVER**

- 24.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by the Parties, unless such modification expressly provides.
- 24.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but shall remain at all times in full force and effect.

### **SECTION 25. HEADINGS**



- 25.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

## **SECTION 26. INTERPRETATION**

- 26.1 No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by the court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured, or dictated such provision.

## **SECTION 27. FORCE MAJEURE**

- 27.1 Neither Party shall be held liable for any delay or failure in performance of any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

## **SECTION 28. LIMITATION OF LIABILITY**

- 28.1 NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 17 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

## **SECTION 29. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

- 29.1 In connection with this Agreement, either party may furnish to the other certain information that is marked or otherwise specifically identified as proprietary or confidential ("Confidential Information"). This Confidential Information may include, among other things, private easements, licenses, utility agreements, permits, other right-of-way granting documents, specifications, designs, plans, drawings, software, data, prototypes, or other business and/or technical information. For purposes of this Section 29, the party that discloses Confidential Information is referred to as the "Disclosing Party", and the party that receives Confidential Information is referred to as the "Receiving Party".
- 29.2 When Confidential Information is furnished in tangible form, the Disclosing Party shall mark it as proprietary or confidential. When Confidential Information is provided orally, the Disclosing Party shall, at the time of disclosure or promptly thereafter, identify the Confidential Information as being proprietary or confidential.
- 29.3 With respect to Confidential Information disclosed under this Agreement, the Receiving Party and its employees shall:

- (a) hold the Confidential Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose;
  - (b) restrict disclosure of the Confidential Information solely to those of its employees who have a need to know in connection with the performance of this License Agreement and not disclose the Confidential Information to any other person or entity without the prior written consent of the Disclosing Party;
  - (c) advise those employees of their obligations with respect to the Confidential Information; and
  - (d) use the Confidential Information only in connection with the performance of this Agreement, except as the Disclosing Party may otherwise agree in writing.
- 29.4 Confidential Information shall be deemed the property of the Disclosing Party. Upon written request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in tangible form, except that each party's legal counsel may retain one copy for its files solely to provide a record of such Confidential Information for archival purposes. If the Receiving Party loses or makes an unauthorized disclosure of Confidential Information, it shall notify the Disclosing Party and use reasonable efforts to retrieve the Confidential Information.
- 29.5 The Receiving Party shall have no obligation to preserve the proprietary nature of Confidential Information which:
- (a) was previously known to the Receiving Party free of any obligation to keep it confidential; or
  - (b) is or becomes publicly available by means other than unauthorized disclosure; or
  - (c) is developed by or on behalf of the Receiving Party independently of any Confidential Information furnished under this Agreement; or
  - (d) is received from a third party whose disclosure does not violate any confidentiality obligation.
- 29.6 The terms of this Agreement are Confidential Information of the Disclosing Party.
- 29.7 Under no circumstances shall either party disclose the other party's Confidential Information, including the terms of this agreement, to any third party.
- 29.8 If the Receiving Party is required to disclose the Disclosing Party's Confidential Information by an order or a lawful process of a court or governmental body, the Receiving Party shall promptly notify the Disclosing Party, and shall cooperate with the Disclosing Party in seeking reasonable protective arrangements before the Confidential Information is produced.



- 29.9 Each party agrees that a breach of this Section 29 by the Receiving Party or its representatives could result in irreparable harm for which there is no adequate remedy at law, and in the event of any such breach the Disclosing Party may seek a preliminary or permanent injunction and/or specific performance which shall be granted upon a finding of a breach (or substantial likelihood of a breach in the case of a preliminary injunction). Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 29 but shall be in addition to all other remedies available at law or in equity.
- 29.10 Each party acknowledges and agrees that the City is a governmental entity subject to the Texas Public Information Act, the Texas Open Meetings Act and other open government laws. Notwithstanding any other provision of this Agreement, the parties agree that the City must comply with said open government laws and City's compliance shall not be deemed or considered to be a breach of any provision of this Agreement.

## SIGNATURES

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

### City of Smithville

By: *Tex Middleton*  
Signature

Name: *Tex Middleton*

Title: *City Manager*

Date: *2-15-12*

### Southwestern Bell Telephone Company

By: *Donald Bratton*  
Signature

Name: *Donald Bratton*

Title: *Director - Const/Eng*

Date: *3-8-12*





**GENERAL AGREEMENT**

**FOR**

**JOINT USE OF POLES**

**BETWEEN**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**AND**

**CITY OF SMITHVILLE**

**DATED: February 14, 2012**

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## JOINT USE POLE AGREEMENT

THIS AGREEMENT made and effective the 25th day of January, 2012, by and between City of Smithville, (hereinafter called "City"), and Southwestern Bell Telephone Company, d/b/a AT&T Texas, a Missouri corporation, with its principal place of business in Dallas, Texas (hereinafter called "Telephone Company").

### WITNESSETH:

WHEREAS, City of Smithville and Southwestern Bell Telephone Company each own, operate and maintain Poles and provide their respective services to customers within common identifiable geographic areas of the State of Texas.

WHEREAS, both parties desire to place certain lines, Attachments and appurtenances on certain Poles of the other party, for the limited purpose of providing their respective Services in compliance with any and all local, state or federal regulations; provided that such Services do not interfere or compete with the Pole Owner's purposes and where in the Pole Owner's judgment, safety will not be adversely affected.

WHEREAS, both parties are willing to issue the other party a non-exclusive license, to the extent it may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove said lines, Attachments and appurtenances on their respective Poles;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

### SECTION 1. DEFINITIONS

- 1.1 **"Agreement"** shall mean this Joint Use Pole Agreement between City and Telephone Company
- 1.2 **"Attachment"** is defined as all facilities, including but not limited to lines, cables, equipment or associated appurtenances, which are owned or utilized by Joint User and attached to Owner's Pole. Warning signs, service drops, bonds and MGN grounding connections both on poles and pad mounted transformers shall not be considered Attachments under this Agreement, and may be placed without specific permission from the other party.
- 1.3 **"Joint Use"** shall mean using for Attachments or maintaining Attachments of both Owner and Joint User on Owner's Pole.
- 1.4 **"Joint User"** is a party to this Agreement making Attachments on to a Joint Use Pole owned by the other party.



- 1.5 **"Make-Ready Work"** refers to all work performed or to be performed to prepare Owner's poles for the requested placement of Joint User's Attachment, including the modification or rearrangement of the Attachments of Owner or any other Third Party Attacher on any Pole, the placement of new Poles, or replacement of one or more existing Poles.
- 1.6 **"Owner"** is the party to this Agreement who owns the Pole.
- 1.7 **"Permit Application"** is the written request from Joint User to place, replace, relocate, modify, or remove its Attachments on Owner's Pole, and is identified as Exhibit "A" of this Agreement.
- 1.8 **"Pole"** shall mean a wood, concrete, or metal pole, which is owned by Owner. For City, "pole" refers exclusively to poles used for City's distribution system.
- 1.9 **"Services"** shall mean the lawful business that each party is licensed, governed, franchised, or authorized to perform in the offering of service to its customers.
- 1.10 **"Service Drop"** is a line from the main distribution cable, which provides service to a single customer.
- 1.11 A **"Third Party Attacher"** is any person or entity other than Owner or Joint User that has or is placing Attachments on Owner's Pole.
- 1.12 Wherever **"days"** are referred to, it shall mean calendar days. "Business days" shall refer to the days Monday through Friday.

## **SECTION 2. OWNER'S GRANT OF PRIVILEGE TO JOINT USER TO ATTACH TO OWNER'S POLE**

- 2.1 All Poles that were established as Joint Use Poles under the terms of any other agreement between the parties shall automatically, as of the date of this Agreement, become Joint Use Poles subject to the terms of this Agreement.
- 2.2 Ownership of all poles in existence as of the date of this Agreement shall remain with said Owner. Both parties understand and agree that each pole shall be solely owned by either City or Telephone Company and that no use, however extended, of Poles under this Agreement shall create or vest in Joint User any ownership or property right in said Poles, but Joint User's rights in such Poles shall be and remain a mere license terminable as provided herein.
- 2.3 The license granted to Joint User hereunder with respect to any Pole shall be non-exclusive in that Owner reserves the right to use any and all such Poles for any lawful purpose or business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles for any lawful purpose.

- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OWNER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 2.5 Joint User shall be solely responsible for determining the necessity of and obtaining all rights-of-way, easements, licenses, franchises, authorizations, permits and consents required to construct, operate and/or maintain its Attachments on Owner's Poles from federal, state, county, municipal authorities or private and/or public property owners. Owner is not responsible for providing the right of ingress and egress to and from any Pole for Joint User's benefit; Joint User is solely responsible for obtaining such right from fee owners or others and for paying any costs or charges in connection with obtaining such rights.
- 2.6 Joint User will operate Joint User's Attachments in a manner which will not cause or create interference with Owner's existing or proposed communications or electric distribution operations or the equipment of any Third Party Attacher sharing the Pole prior to Joint User's use of the Pole.

### **SECTION 3. TECHNICAL REQUIREMENTS**

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC) and Occupational Safety and Health Code (OSHA) in effect at the time of original construction or major change to Attachments, except where the requirements of Owner's specifications or public authorities may be in excess of the requirements of said NESC, NEC or OSHA, in which case the more stringent requirements shall apply.
- 3.2 In the event Owner should amend its requirements, rules, or practices for the Joint Use of Poles as prescribed in Section 3.1, Joint User agrees to adhere to the amended requirements, rules or practices on any new Attachments placed after the date of amendment. The amended requirements, rules, or practices would not apply to existing Attachments in place prior to the amendment.
- 3.3 All anchors and guys shall be in place and in full effect prior to the placement of Joint User's Attachments. Any unbalanced loading of Owner's Poles, which is caused by the placement of Joint User's Attachments, shall be properly guyed and anchored by Joint User, Joint User shall be solely responsible for all expense, risk, and liability associated therewith. Joint User will place guy guards on all such down guys and Owner shall have no responsibility in placing, monitoring, or maintaining such guards. Joint User shall not attach any of its Attachments to any guy or anchor of Owner.

### **SECTION 4. ESTABLISHING JOINT USE OF POLES**

- 4.1 Throughout the term of this Agreement, Joint User may designate an Owner's Pole or Poles, on which it desires to place, replace, relocate, or modify any Attachment; provided, however, that in this Section and throughout this Agreement, the replacement of an existing Attachment with a new Attachment of like size and function shall not be considered a "replacement." Each such



designation shall be made by Joint User submitting to Owner a Permit Application in such manner as prescribed by this Agreement, signed by a duly authorized representative of Joint User, and specifying in the appropriate spaces thereon, the type of work Joint User desires to perform and the Pole or Poles on which such work is to be performed. Joint User shall not place any Attachment on Owner's Pole prior to receiving an approved Permit Application. Notwithstanding the foregoing, Joint User may place, replace, or modify a Service Drop on any Pole without prior written notice to Owner and without first submitting a Permit Application.

- 4.2 Upon receipt of a Permit Application, Owner shall promptly provide a written response to the application. The response shall state whether the application is being granted or denied. A Permit Application may be denied only due to insufficient capacity; safety, reliability or generally applicable engineering principals; or interference with Owner's facilities; and only if such reasons can not be addressed through Make Ready Work performed at Joint User's cost. In the event the Application is denied, Owner shall return a copy of the Permit Application to Joint User reflecting such denial and detailing the reasons for the denial and the modifications necessary to adequately address those reasons such that the Permit Application would be approved. If Joint User is willing to modify the Permit Application to address the reasons for the denial, Joint User shall re-submit the modified Permit Application to Owner.
- 4.3 If approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment will require Make-Ready Work, Owner in the exercise of its sole discretion, may approve the Permit Application on the condition that Joint User agrees to pay all costs associated with such Make-Ready Work (including, in the case of the replacement of a Pole prior to the expiration of its useful life, compensating the Owner for the value in place of the replaced Pole, as set forth on Exhibit D, attached hereto, plus the cost of removal, less the salvage value of the replaced Pole). In such event, Owner shall return a copy of the Permit Application to Joint User reflecting such conditional approval and detailing the Make-Ready Work and the estimated cost thereof in the appropriate spaces thereon. If Joint User is willing to pay all costs associated with such Make-Ready Work, Joint User shall return the Permit Application to Owner, within 30 days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. Upon completion of such Make-Ready Work, Owner will submit to Joint User an invoice for the actual reasonable cost of performing said Make-Ready Work and Joint User agrees to pay Owner the total amount within 45 days of receipt of invoice. In performing Make-Ready Work, Owner agrees to apply the same time frame in completing the work as if it was performing said work for itself.
- 4.4 In the event approval of a Permit Application for the placement, replacement, relocation or modification of Joint User's Attachment will require the placement of new Poles, or replacement of one or more existing Poles, and Owner declines to place such new or replacement Poles, Joint User shall have the option to place its own new or replacement Poles, which will be owned by it. In such an event, Joint User shall bear the costs incurred by Owner and any Third Party Attachments in transferring their Attachments to the new or replacement Poles (including, in the case of the replacement of a Pole prior to the expiration of its useful life, compensating the Owner for the value in place of the replaced Pole, as set forth on Exhibit D, attached hereto, plus the cost of removal, less the salvage value of the replaced Pole).



- 4.5 Owner shall use reasonable efforts to respond to each Permit Application within 20 days of its submission. Should Joint User require a response time less than 20 days due to a public utility commission requirement or a special construction need by Joint User, Joint User will notify Owner at the time the Permit Application is submitted and Owner will use its best efforts to respond to Joint User within 5 Business days. Temporary approval may be made through electronic means or verbal approval to be followed by the official notification.
- 4.6 If either party has a requirement to locate its equipment on any easement, right of way or other property right of the other party on which no Poles or an insufficient number of Poles are located to facilitate the party's purposes, the parties, within a reasonable time after receiving written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of the parties. In such event, the parties shall agree upon which party shall own the new Poles, and that party shall pay all of the costs associated with their construction. Either party, at its sole discretion, may decline to construct the necessary Poles.
- 4.7 The parties shall comply with all applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding the removal and disposal of Poles and maintenance, placement and operation of each Joint User's Attachments.

#### **SECTION 5. RELOCATION, REPLACEMENT, OR MODIFICATION OF JOINT USER'S ATTACHMENTS**

- 5.1 Joint User agrees that it will cooperate with Owner and any Third Party Attachers or potential or proposed Third Party Attachers in making such rearrangements to Joint User's Attachments as may be necessary to permit new or modified Attachments by such Third Party Attacher, the rearrangement of Owner's facilities, or the installation of a replacement Pole. In the event that the rearrangements are necessitated by new or modified attachment by a Third Party Attacher, the costs incurred by Joint User in making such rearrangements shall be borne by such Third Party Attacher, and Joint User shall not be required to rearrange its Attachments unless and until such Third Party Attacher pays Joint User for its costs of such rearrangement. In the event that the rearrangements are necessitated by new or expanded service needs of a customer or potential customer of Owner, and Owner is being compensated by its customer for the costs incurred by Owner, Owner shall also require its customer or potential customer to reimburse Joint User for its costs of such rearrangement, and Joint User shall not be required to rearrange its Attachments unless and until Owner or its customer agrees in writing to reimburse Joint User for its costs of such rearrangement. Whenever feasible, Owner shall give Joint User not less than 30 days prior written notice of the need for Joint User to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Any replacement Poles installed pursuant to this section shall be installed as close as practical to the Pole replaced, so as to minimize the costs of transferring Attachments.
- 5.2 Whenever any right-of-way consideration or any city, county, or state regulation makes relocation of a Pole necessary, Owner shall bear the cost of relocation of such Pole, and Joint User shall bear the expense of relocating its Attachment.



## **SECTION 6. REPLACEMENT, RELOCATION, OR ABANDONMENT OF JOINT-USE POLES**

- 6.1 Prior to placing or relocating any joint-use pole, Pole Owner will notify Joint-User in writing requesting transfer of attachments to the new poles. Joint-User shall relocate such attachments within sixty (60) calendar days of such notification. If, at the expiration of said period, Joint-User shall not have removed attachments from the replaced/relocated poles, the abandoned pole shall become the property of the Joint-User and the Joint-User shall assume, indemnify and save harmless the original Owner for all obligations, liabilities, damages, costs, expenses, or charges related to any incidents or events occurring or arising on or after the date the abandoned pole becomes the property of the Joint-User. Joint-User shall pay the original Owner a sum equal to the in-place value of such abandoned pole or poles.

## **SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT; TRANSFER OF ATTACHMENTS**

- 7.1 Joint User shall at its sole risk and expense maintain all Attachments on Owner's Poles in a safe condition and in thorough repair. Joint User may perform maintenance and repair work without giving prior written notice to Owner. If Joint User fails to maintain any such Attachments in accordance to the terms and conditions of this Agreement, Owner, with notice or demand to Joint User and the expense of Joint User, may perform such repairs or maintenance that it deems reasonably necessary.
- 7.2 If City, in the course of performing its own work determines it is necessary to relocate the Attachments of Telephone Company, City, or a mutually approved contractor, will remove and reinstall such Attachments when City determines it is within its capabilities and/or best interest to do so and has verbal agreement from Telephone Company to proceed. Except during an emergency or lights out situation, the City shall give the Telephone Company prior notice of its intent to make such relocation or transfer in advance. In performing such work, City shall not be permitted to perform any splicing or related wire work. City's participation in transferring Telephone Company's Attachments is strictly voluntary and shall be performed at the sole discretion of City.
- 7.3 Telephone Company shall pay to City \$85.00 dollars, per Pole, for the relocation of Telephone Company's Attachments. City shall have the right to revise these fees upon 90 days written notice. These fees are intended to represent City's labor cost only and Telephone Company will be responsible for providing all materials required to perform transfers and/or relocations of Telephone Company's Attachments. Telephone Company agrees to reimburse City for all actual cost of material that City may require to accomplish Telephone Company's transfers, which Telephone Company has not previously provided to City.
- 7.4 City will issue an invoice at the end of each calendar month in which the work described in this Section 7 is performed. The invoice will reference the location of Pole and date work was performed.



- 7.5 Should City, in its sole discretion, determine that it is not in City's best interest to transfer Attachments of Telephone Company; City will give written notice to Telephone Company that transfer of Telephone Company's Attachments from the old Pole to the new Pole is required, and Telephone Company shall perform the necessary transfers.
- 7.6 Each Joint User shall have the right to revoke the rights granted under this section, and to perform its own transfer work or employ contractors to perform such transfer work, in some or all of the territory covered by this Agreement, or with respect to specific poles or transfers. In the event that any Joint User decides to perform its own transfer work or employ contractors to perform such transfer work, it shall provide the other Joint User with written notice of such decision.

## **SECTION 8. TREE TRIMMING**

- 8.1 Both Parties at their sole expense shall perform any necessary tree trimming or cutting incidental thereto, in order to maintain their own Attachments in a safe and serviceable condition.

## **SECTION 9. REMOVAL OF ATTACHMENTS**

- 9.1 Joint User, in the exercise of its sole discretion, may remove any Attachment on any Pole, without the prior approval of Owner. If Owner, in its sole discretion, believes that such removal creates a safety hazard, Joint User, upon notice from Owner and at Joint User's sole expense, shall replace such Attachments or perform any other corrective action specified by Owner in such notice within the time frame specified therein. Failure of Joint User to perform such work within the specified period will allow Owner, in the exercise of its sole discretion, without further notice or demand to Joint User and at the expense of Joint User, to perform all or any part of such work.
- 9.2 Should Owner contract to sell or sell a Pole on which Joint User has Attachments, Owner shall make such sale subject to the continued rights of Joint User to occupy the poles sold.
- 9.3 Whenever Joint User intends to remove any Attachment from a Pole, it shall submit to Owner a Permit Application signed by a duly authorized representative and identifying in the appropriate spaces thereon, the Attachment removed and the Pole from which it was removed.

## **SECTION 10. EMERGENCIES**

- 10.1 In the event of an emergency, Joint User, at its expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Owner's written approval of a Permit Application for such work; however, before performing such emergency work, oral approval shall be obtained from Owner's authorized representative, and provided further, that such work is performed within the time period and under such conditions specified by Owner's authorized representative. Any such oral approval shall be confirmed, within 15 days of the performance of such work, by Joint User to Owner in writing identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation, or modification is not in accordance with the terms and conditions of this Agreement, Joint User, at



its expense, shall remove, replace, relocate, or modify all or any portion of such Attachments upon written notice from Owner and within the time period specified in the notice. If Joint User fails to perform such work, Owner, in the exercise of its sole discretion, without further notice or demand to Joint User and at the expense of Joint User may either perform all and any portion of such work or remove the Attachments from the Pole. Unless Owner is instructed to do so by governmental authorities or to protect the public, no Services to Joint User's customers will be disrupted; provided, however, that in all instances of Owner's work, Owner will use its best efforts to avoid disruption of Services to Joint User's customers, but will have no liability with respect to any such disruption.

- 10.2 In the event of an emergency, either party, without prior notice to the other and at the other's expense, may permanently or temporarily replace, relocate, remove, modify or perform any other work in connection with the other's Attachments on any Pole. In such event, the party performing the emergency work shall notify the other party, within a reasonable time, of both the Poles affected and the work performed.
- 10.3 If, in the event of an emergency, it is necessary for a Joint User to replace a Pole owned by Owner, Joint User shall provide Owner with the option to purchase the replacement Pole at a price equal to the direct costs incurred by Joint User in installing the replacement Pole

#### **SECTION 11. POLE ATTACHMENT RATES**

- 11.1 On or about February 1<sup>st</sup> of each year, the parties shall determine the number of Joint Use Poles on which each party has Attachments. This number will represent the total number of Poles with each Joint User's Attachments on December 31<sup>st</sup> of the preceding year plus any Poles from which such Joint User's Attachments were removed during that year. The party owning the greatest number of Joint Use Poles will issue an invoice for the difference in the number of Joint Use Poles each party owns.
- 11.2 The yearly Attachment fee will be \$12.50 dollars for each of City's Poles upon which Telephone Company has Attachments and \$12.50 dollars for each of Telephone Company's poles that City has attachments. These fees are to remain in effect for a period of no less than 5 years, and may thereafter be adjusted upon the mutual agreement of the parties.

#### **SECTION 12. UNAUTHORIZED ATTACHMENTS**

- 12.1 If any of Joint User's Attachments for which no Permit Application has been issued shall be found attached to Owner's Poles, Joint User, upon written notification from Owner and within 15 days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment.

#### **SECTION 13. INVENTORIES**

- 13.1 Upon 180 days' written notice from either party, an inventory may be conducted to determine the exact number of Joint User's Attachments on Owner's Poles. Inventories will be conducted thereafter, a minimum of every five (5) years unless mutually agreed to by both parties. All cost incurred for the inventories, including but not limited to the production of required maps to

conduct these inventories, shall be shared based on the ratio of Joint-Users attachments on Pole Owners poles.

- 13.2 The inventory, including the scope of work, will be conducted in a manner that is mutually agreeable to both parties.

#### **SECTION 14. PAYMENT OF INVOICES**

- 14.1 Joint User shall pay each invoice submitted to it by Owner within 45 days of its receipt. Payment shall be remitted to the address show in Section 23, NOTICE. Any portion of an invoice not paid when due shall bear interest at the lesser of 1.5% per month or the maximum rate allowed by law.

#### **SECTION 15. DEFAULTS**

- 15.1 If either party is in default in any of its obligations under the terms and conditions of this Agreement, and such default shall continue 30 days after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy additional Joint Use Poles, and if such default shall continue for a period of 90 days after such suspension, the other party hereunder may forthwith terminate this Agreement.
- 15.2 If Joint User defaults in the performance of any work, which it is obligated to do under this Agreement, the Owner may elect to do such work, and Joint User shall reimburse Owner for all cost thereof.
- 15.3 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Joint User shall remain liable to Owner for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

#### **SECTION 16. TERM**

- 16.1 This Agreement shall continue in force and effect for a period of ten (10) years from the effective date of this Agreement as stated above. The Agreement shall automatically extend on the same terms and conditions for one-year terms or unless either party provides one (1) year written notice to the other party of their desire to cancel the Agreement, in which case the Agreement shall terminate at the end of the then current term or extension period as the case may be.
- 16.2 Upon termination of this Agreement, the right to make additional Attachments or modify existing Attachments shall cease. However, such termination shall not abrogate or terminate the right of either party to maintain the Attachments theretofore made on the Poles of the other party, to replace existing Attachments with Attachments of like size and function, to move existing Attachments to replacement Poles, or to move Attachments to Poles relocated due to city, county, or state right-of-way considerations. All such Attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms and conditions of this Agreement.



## SECTION 17. INDEMNIFICATION

- 17.1 The parties will cooperate with each other in every reasonable way to facilitate either party's defense or settlement of any third party claims, lawsuits, or demands that relate to or arise out of either party's performance of its obligations under this Agreement.
- 17.2 Each party (the "Indemnifying Party") shall, to the extent allowed by law, indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any and all Claims that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means the Indemnified Party, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors.
- 17.3 The Indemnifying Party further shall indemnify, to the extent allowed by law, defend and hold harmless the Indemnified Party from and against any and all Claims, that may from time to time be suffered or incurred by, or asserted against, the Indemnified Party because of: (i) failure of the Indemnifying Party to comply with Environmental, Health and Safety Laws; (ii) any negligence or misconduct by the Indemnifying Party in connection with any environmental remediation or cleanup required by law, or (iii) failure to comply with all applicable federal, state, county and local laws, statutes, ordinances, codes, rules and regulations regarding the removal and disposal of Poles and maintenance, placement and operation of each Joint User's Attachments.
- 17.4 The Indemnified Party:
- (a) shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;
  - (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the Indemnifying Party shall have control of this defense or settlement; and
  - (c) shall reasonably cooperate with the defense.
- 17.5 Nothing contained in this Agreement shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including but not limited to, special, incidental, indirect, punitive, reliance or consequential damages, based on any acts or omissions of such third party; provided, however, neither party shall seek recovery of any special, incidental, indirect, punitive, reliance or consequential damages to the extent such third party has a contractual, common law or other right of recovery against or indemnity from the other party for such damages.
- 17.6 This section shall survive the termination or expiration of this agreement.



## SECTION 18. INSURANCE

- 18.1 Joint User shall provide insurance or obtain coverage through a risk pool, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to the following:
- (a) Commercial General liability insurance to cover all phases of maintenance, installation and removal operations under this Agreement, with limits for bodily injury or death not less than \$1,000,000 any one occurrence and property damage limits not less than \$1,000,000 any one occurrence;
  - (b) (Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased with combined single limits of \$1,000,000 bodily injury/property damage per occurrence;
  - (c) Statutory Worker's Compensation Insurance and Employer's Liability Coverage with limits of \$1,000,000.
- 18.2 Joint User agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its parent and affiliated companies (to the extent applicable), their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; damages to Joint User's properties and /or any other loss sustained by Joint User whether insured or not.
- 18.3 All insurance required by Owner under this Agreement shall be maintained by Joint User throughout the term of this Agreement and thereafter until all of the obligations of Joint User have been fully performed. Joint User shall submit to Owner certificates to the effect that insurer has insured Joint User for all potential liabilities of Joint User under this Agreement, and that it will not cancel or change any policy of insurance issued to Joint User except upon thirty (30) days written notice to Owner. In the event that Joint User's insurance coverage is to be cancelled by reason of non-payment of premiums, Owner, in its sole discretion, shall have the right to pay such premiums and Joint User shall forthwith reimburse Owner the full amount paid by Owner. Joint User will name Owner as additionally insured on the certificate of insurance.
- 18.4 Joint User shall promptly notify Owner in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of the involvement of Joint User's Attachments to any Pole.
- 18.5 Either party shall have the right to self-insure or obtain coverage through a risk pool against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain under the terms of this Agreement. By so electing, such party shall be deemed to be



self-insuring against the perils and/or liabilities that are the subject of such claims. If any party elects to self-insure pursuant to this Article 18, such party shall give the other party thirty (30) days written notice of such election.

## **SECTION 19. TAXES**

- 19.1 Joint User shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Joint User's business with regards to its Attachments, including, without limitation, all franchise, license, permit, and other fees due to cities or other governmental entities.

## **SECTION 20. ASSIGNMENTS**

- 20.1 Neither party will assign or sublicense all or any part of its rights under this Agreement to any person or entity without the prior written approval of the other party, which will not be unreasonably withheld; provided, however that either party shall be free to assign without the written consent of the other party to any affiliate, to any entity which may purchase all or substantially all of that party's assets, or to any entity that may survive by merger or consolidation of that party. The proposed assignor shall provide notice to the other party of any requested assignment or sublicense by certified mail; if the other party has not responded in writing within twenty (20) business days after receipt of such notice by consenting, refusing to consent, or indicating what additional information it requires regarding the requested transfer, the other party's consent will be deemed to have been given. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, either party may, without being released of its obligations under this Agreement, collaterally assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom such party (i) has obligations for borrowed money or in respect of guaranties for such borrowing, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties of such instruments. Such party shall notify the other party in writing within ten (10) days prior to any such assignment, mortgage, pledge, hypothecation, or transfer.
- 20.2 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

## **SECTION 21. APPLICABLE LAW**

- 21.1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. Exclusive venue for any claim, dispute, lawsuit or proceeding arising out of this Agreement shall be in Bastrop County, Texas.

## **SECTION 22. ENTIRE AGREEMENT**

- 22.1 This Agreement and all attachments hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters are by mutual consent hereby abrogated and superseded by this Agreement.

### **SECTION 23. NOTICE**

- 23.1 Any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made by telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, electronically mailed or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

City of Smithville:      Attn: Tex Middlebrook, City Manager  
317 Main Street  
Smithville, TX 78957  
512-237-3282

Telephone Company:      Southwestern Bell Telephone Company  
Attn: Joint Use Coordinator  
11930 Airline Drive, Room 105  
Houston, Texas 77037  
281-877-5500

- 23.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed.

### **SECTION 24. MODIFICATION AND WAIVER**

- 24.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by the Parties, unless such modification expressly provides.
- 24.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but shall remain at all times in full force and effect.

### **SECTION 25. HEADINGS**



- 25.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

## **SECTION 26. INTERPRETATION**

- 26.1 No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by the court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured, or dictated such provision.

## **SECTION 27. FORCE MAJEURE**

- 27.1 Neither Party shall be held liable for any delay or failure in performance of any part of the Agreement, other than the obligation to pay money due hereunder, from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

## **SECTION 28. LIMITATION OF LIABILITY**

- 28.1 NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 17 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

## **SECTION 29. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

- 29.1 In connection with this Agreement, either party may furnish to the other certain information that is marked or otherwise specifically identified as proprietary or confidential ("Confidential Information"). This Confidential Information may include, among other things, private easements, licenses, utility agreements, permits, other right-of-way granting documents, specifications, designs, plans, drawings, software, data, prototypes, or other business and/or technical information. For purposes of this Section 29, the party that discloses Confidential Information is referred to as the "Disclosing Party", and the party that receives Confidential Information is referred to as the "Receiving Party".
- 29.2 When Confidential Information is furnished in tangible form, the Disclosing Party shall mark it as proprietary or confidential. When Confidential Information is provided orally, the Disclosing Party shall, at the time of disclosure or promptly thereafter, identify the Confidential Information as being proprietary or confidential.
- 29.3 With respect to Confidential Information disclosed under this Agreement, the Receiving Party and its employees shall:

- (a) hold the Confidential Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose;
  - (b) restrict disclosure of the Confidential Information solely to those of its employees who have a need to know in connection with the performance of this License Agreement and not disclose the Confidential Information to any other person or entity without the prior written consent of the Disclosing Party;
  - (c) advise those employees of their obligations with respect to the Confidential Information; and
  - (d) use the Confidential Information only in connection with the performance of this Agreement, except as the Disclosing Party may otherwise agree in writing.
- 29.4 Confidential Information shall be deemed the property of the Disclosing Party. Upon written request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in tangible form, except that each party's legal counsel may retain one copy for its files solely to provide a record of such Confidential Information for archival purposes. If the Receiving Party loses or makes an unauthorized disclosure of Confidential Information, it shall notify the Disclosing Party and use reasonable efforts to retrieve the Confidential Information.
- 29.5 The Receiving Party shall have no obligation to preserve the proprietary nature of Confidential Information which:
- (a) was previously known to the Receiving Party free of any obligation to keep it confidential; or
  - (b) is or becomes publicly available by means other than unauthorized disclosure; or
  - (c) is developed by or on behalf of the Receiving Party independently of any Confidential Information furnished under this Agreement; or
  - (d) is received from a third party whose disclosure does not violate any confidentiality obligation.
- 29.6 The terms of this Agreement are Confidential Information of the Disclosing Party.
- 29.7 Under no circumstances shall either party disclose the other party's Confidential Information, including the terms of this agreement, to any third party.
- 29.8 If the Receiving Party is required to disclose the Disclosing Party's Confidential Information by an order or a lawful process of a court or governmental body, the Receiving Party shall promptly notify the Disclosing Party, and shall cooperate with the Disclosing Party in seeking reasonable protective arrangements before the Confidential Information is produced.

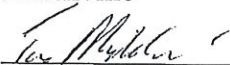


- 29.9 Each party agrees that a breach of this Section 29 by the Receiving Party or its representatives could result in irreparable harm for which there is no adequate remedy at law, and in the event of any such breach the Disclosing Party may seek a preliminary or permanent injunction and/or specific performance which shall be granted upon a finding of a breach (or substantial likelihood of a breach in the case of a preliminary injunction). Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 29 but shall be in addition to all other remedies available at law or in equity.
- 29.10 Each party acknowledges and agrees that the City is a governmental entity subject to the Texas Public Information Act, the Texas Open Meetings Act and other open government laws. Notwithstanding any other provision of this Agreement, the parties agree that the City must comply with said open government laws and City's compliance shall not be deemed or considered to be a breach of any provision of this Agreement.

## SIGNATURES

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

### City of Smithville

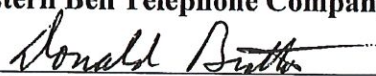
By:   
Signature

Name: Tex Middleton

Title: City Manager

Date: 2-15-12

### Southwestern Bell Telephone Company

By:   
Signature

Name: Donald Bratton

Title: Director - Const/ENG

Date: 3-8-12

Item# 24

MAYOR  
SHARON FOERSTER

MAYOR PROTEM  
TOM ETHEREDGE

COUNCIL MEMBERS  
JANICE BRUNO  
TYRONE WASHINGTON  
JIMMY JENKINS  
MITCHELL JAMESON

CITY MANAGER  
ROBERT TAMBLE



317 MAIN STREET  
P.O. BOX 449  
SMITHVILLE, TEXAS  
78957  
(512) 237-3282  
FAX (512) 237-4549

TO: Mayor and City Council  
FROM: Cynthia White  
DATE: November 9, 2023  
RE: October Financial Reports

Please find attached the Financial Report for October. Major expenditures included:

- ❖ TMLIRP Workers' Compensation, Property, & Liability insurance (annual) - \$230,155
- ❖ OpenGov customer support fee for utility billing, budgeting, A/P, and payroll software (annual) - \$26,252
- ❖ SeeClickFix license/user fee (annual) - \$13,168
- ❖ Accident, Health, and AD&D insurance premiums for SVFD (annual) - \$3,700
- ❖ social media archiving subscription (annual) - \$2,988
- ❖ Lost Pines Groundwater Conservation District user fee (quarterly) - \$12,304
- ❖ Bastrop County Appraisal District local support payment (quarterly) - \$8,063
- ❖ State court criminal costs and fees (quarterly) - \$3,918
- ❖ Mueller Company fee for Mi.Hub collector/water hosting maintenance - \$13,912
- ❖ construction of valley, gutters, & driveways @ 203/205 McSweeney - \$16,818
- ❖ mowing of grass in ditch by LCRA - \$2,240
- ❖ weed eat at Railroad from Marburger to Jones - \$3,200
- ❖ tree service at 500 Ramona and 501 Leah Ln - \$5,100
- ❖ purchase of 2 wayfinding signs - \$4,000
- ❖ purchase of Lakeland Dual Certified coats for the SVFD - \$2,782
- ❖ and the monthly payments for fuel, city employee benefits, LCRA purchased power, and garbage services.

Certificate of Obligations, Series 2019 expenses included: none

Tax Note, Series 2022 expenses included:

- ❖ Miscellaneous Tools from Apple Lumber and R&D Truck - \$1,455
- ❖ Recreation Center bleachers - \$24,222

Grant expenditures included:

- ❖ St David's Foundation Community Engagement Coordinator: program expenses - \$560
- ❖ St David's Foundation Libraries for Health: Common Thread at the Gardens project and mental health books - \$2,608
- ❖ Methodist Healthcare Ministries, Building Community Resiliency: DeSela Consulting - \$4,602
- ❖ General Land Office CDBG-MIT Grant: BEFCO Engineering and Judith Smith appraisal fees - \$43,419
- ❖ State of Texas, Tx DOT SH 95 Expansion, Water/Wastewater Project: Union Pacific Railroad permit fees - \$28,000

Have a great weekend,

*Cynthia*



## ESTIMATED FUND BALANCES

@ October 31, 2023

### General Fund

**Total Expenditures** *divided by 12 times 3 equals* **Recommended Fund Balance**

Note: the recommended fund balance for fiscal year 2022-2023 based on the  
General Fund's budgeted expenditures is:

6,526,057 *divided by 12 times 3 equals* \$1,631,514

Beginning Fund Balance @ October 1, 2022 \$1,318,426

Statement of Rev & Exp (YTD) @ September 30, 2023  
Revenues Over/Under Expenditures \$270,655

Statement of Rev & Exp (YTD) @ October 31, 2023 (\$91,664)  
Revenues Over/Under Expenditures

Estimated Fund Balance @ October 31, 2023 \$1,497,417

**Estimated Fund Balance Over/Under Recommended** **(\$134,097)**

### Utility Fund

**Total Expenditures** *divided by 12 times 3 equals* **Recommended Fund Balance**

NOTE: the recommended fund balance for fiscal year 2022-2023 based on the  
Utility Fund budgeted expenditures is:

8,320,855 *divided by 12 times 3 equals* \$2,080,214

Beginning Fund Balance @ October 1, 2022 \$1,883,942

Statement of Rev & Exp (YTD) @ September 30, 2023  
Revenues Over/Under Expenditures \$461,965

Statement of Rev & Exp (YTD) @ October 31, 2023  
Revenues Over/Under Expenditures \$14,797

Estimated Fund Balance @ October 31, 2023 \$2,360,704

**Estimated Fund Balance Over/Under Recommended** **\$280,490**

**CITY OF SMITHVILLE  
CASH BALANCES & RESERVES**

**@ 10/31/23**

**@ 10/31/22**

**CASH OPERATING ACCOUNTS:**

General Fund	26,415	53,449
Utility Fund	134,575	104,449
Credit Card Pmts	487,592	492,497
Fireman's Pension	26,980	27,573
HOMES Grant Fund	27,135	241
HRA Trust Fund	29,990	37,652
Library Contributions Fund	201,015	197,536
Railroad Park	852	811
TxCDBG Project	61	61
COPS Hiring Program Grant	0	0
Grants Account	60,524	0
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Police Seized Assets	6,781	6,456
Friends of Smithville	1,715	3,790
Independence Park	6,314	6,011
Smithville TX Veterans Memorial Park	8,997	14,534
Coronavirus Local Fiscal Recovery	240,112	573,551
GLO CDBG-MIT Grant	263	65
<b>Total Cash on Hand</b>	<b>1,259,321</b>	<b>5,518,678</b>

**INVESTED FUNDS**

*Matures*

**CERTIFICATES OF DEPOSIT:**

General - Operations	53,944	Aug-24	53,275
General - Library Contributions	138,867	Dec-23	132,817
General - Library Contributions	114,804	Nov-23	114,289
Utility - Operations	141,086	Apr-24	135,042
Utility - Operations #2	110,679	Aug-24	109,798
Utility - Designated Customer Dep	97,798	Apr-24	97,359
Utility - Customer Deposits	34,179	Mar-24	34,025
Economic Development (IDF)	55,360	Dec-23	55,112
Utility '01 CO/SWS FNMA	123,138	Oct-25	122,585

**INVESTMENT POOL ACCOUNTS**

General - Operations	1,538	1,114
Utility - Operations	76,564	77,332
Capital Replacement Fund	521,021	1,284,298
Interest & Sinking	435,607	426,411
'07 Cofo Project Funds	80	76
'19 Cofo Project Funds	1,037,415	1,100,541
'23 Tax Note Project Funds	2,766,944	0

**SAVINGS ACCOUNT**

Airport Fly-In	9,584	8,550
PEG Capital	19,376	18,445
<b>TOTAL INVESTED FUNDS:</b>	<b>5,737,982</b>	<b>3,771,069</b>

**ACCOUNTS RECEIVABLE**

Genl/Util - Miscellaneous	176,722	154,326
Utility Billings - Current	725,028	655,149
Utility Billings - Delinquent	163,037	139,266
<b>Total Accounts Receivable</b>	<b>1,064,788</b>	<b>948,741</b>

**TOTAL CASH & RECEIVABLES**

**8,062,090 6,238,487**

**RESERVE AMOUNTS**

Res Bond Debt Service	435,607	426,411
Res Bond/ Project Funds	3,804,439	1,100,617
Res Customer Deposits	118,582	115,958
Res Economic Development	55,360	55,112
Res Firemen's Pension	26,980	27,573
Designated Court Technology	64	131
Designated Library	454,686	444,642
Designated Police Ed/Op	0	0
Designated VFD Donations	0	0
Designated COPS Hiring Grant	0	0
Designated Grants Account	60,524	0
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated Police Seized Assets	6,781	6,456
Designated-Independence Park	6,314	6,011
Designated-Veterans Memorial Park	8,997	14,534
Designated-Smithville Cares	1,715	3,790
Designated-CLFRF	240,112	573,551
Designated-GLO CDBG-MIT	263	65
<b>Total Reserve Amounts</b>	<b>5,220,423</b>	<b>2,774,852</b>

**ACCOUNTS PAYABLE**

General	93,040	196,912
Utility	366,364	389,774
<b>Total Accts Payable</b>	<b>459,404</b>	<b>586,686</b>

**TOTAL RESERVES & PAYABLES**

**5,679,827 3,361,538**

**UNRESTRICTED CASH & RECEIVABLES**

**2,382,263 2,876,950**

CITY OF SMITHVILLE  
SUMMARY REVENUE / EXPENSE STATEMENT  
FISCAL YEAR 2023-24 @ October 31, 2023

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 10/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
General Fund	372,740	6,526,057	5.71%	416,029	6,102,675	6.82%
Utility Fund	671,830	8,320,855	8.07%	634,381	8,362,762	7.59%
Maintenance Fund	9,028	139,788	6.46%	6,876	117,868	5.83%
Int & Sinking Fund	33,262	866,961	3.84%	30,889	764,940	4.04%
<b>TOTAL REVENUES</b>	<b>1,086,860</b>	<b>15,853,661</b>	<b>6.86%</b>	<b>1,088,175</b>	<b>15,348,245</b>	<b>7.09%</b>
<b>EXPENSES:</b>						
General Fund	464,404	6,526,057	7.12%	402,464	5,849,667	6.88%
Utility Fund	657,034	8,320,855	7.90%	662,336	8,454,222	7.83%
Maintenance Fund	9,420	139,788	6.74%	5,995	117,868	5.09%
Int & Sinking Fund	0	866,961	0.00%	0	747,038	0.00%
<b>TOTAL EXPENSES</b>	<b>1,130,857</b>	<b>15,853,661</b>	<b>7.13%</b>	<b>1,070,795</b>	<b>15,168,795</b>	<b>7.06%</b>
<b>Revenues Over/(Under) Expenses</b>						
<b>M&amp;O Funds</b>	<b>(77,259)</b>			<b>(13,509)</b>		
<b>I&amp;S Fund</b>	<b>33,262</b>			<b>30,889</b>		
<b>Total Over(Under)</b>	<b>(43,997)</b>	<b>0</b>		<b>17,380</b>	<b>179,450</b>	



**CITY OF SMITHVILLE  
GENERAL FUND RECAP  
2023-2024  
FOR MONTH OF: October**

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 10/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Taxes	91,538	2,937,464	3.12%	131,011	2,753,614	4.76%
Licenses & Permits	6,046	177,150	3.41%	7,937	96,212	8.25%
Services	135,610	1,629,080	8.32%	122,978	1,423,330	8.64%
Court	2,917	57,250	5.09%	5,116	50,672	10.10%
Miscellaneous	123,359	1,515,304	8.14%	123,586	1,582,683	7.81%
Contributions	13,269	209,809	6.32%	25,401	196,164	12.95%
<b>TOTAL REVENUES</b>	<b>372,740</b>	<b>6,526,057</b>	<b>5.71%</b>	<b>416,029</b>	<b>6,102,675</b>	<b>6.82%</b>
<b>EXPENSES:</b>						
Administration	64,883	452,183	14.35%	54,120	445,757	12.14%
Finance	15,193	95,915	15.84%	17,951	84,275	21.30%
Police	119,352	1,784,846	6.69%	100,684	1,368,593	7.36%
Animal Control	4,842	74,383	6.51%	3,737	64,500	5.79%
Court	6,050	93,534	6.47%	3,799	74,465	5.10%
Fire	23,352	193,789	12.05%	20,624	81,853	25.20%
Library	43,544	465,044	9.36%	34,989	390,710	8.96%
Community Service	3,527	89,680	3.93%	16,444	81,510	20.17%
Parks & Recreation	30,971	453,634	6.83%	36,736	426,470	8.61%
Recreation Center	37,227	413,026	9.01%	30,174	376,240	8.02%
Street & Alley	57,257	491,867	11.64%	26,965	657,730	4.10%
Solid Waste	26,533	1,404,219	1.89%	17,661	1,301,443	1.36%
Enforcement/Insp	7,400	136,778	5.41%	6,806	114,120	5.96%
Cemetery	9,783	142,963	6.84%	7,617	124,660	6.11%
Airport	7,780	72,900	10.67%	15,347	103,781	14.79%
Economic Development	6,708	161,296	4.16%	8,811	153,560	5.74%
<b>TOTAL EXPENSES</b>	<b>464,404</b>	<b>6,526,057</b>	<b>7.12%</b>	<b>402,464</b>	<b>5,849,667</b>	<b>6.88%</b>
<b>Revenues Over/(Under)</b>	<b>(91,664)</b>	<b>0</b>		<b>13,565</b>	<b>253,008</b>	



**CITY OF SMITHVILLE  
GENERAL FUND REVENUE RECAP  
2023-2024**

**FOR MONTH OF: October**

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 10/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>TAXES</b>						
Property Taxes	9,900	1,789,989	0.55%	41,954	1,597,894	2.63%
Franchise Taxes	3,152	141,900	2.22%	2,708	144,526	1.87%
Sales Taxes	71,796	930,000	7.72%	77,015	955,387	8.06%
Hotel/Motel Taxes	6,691	65,000	10.29%	9,334	45,523	20.50%
Mixed Beverage Tax	0	10,575	0.00%	0	10,284	0.00%
<b>Total Tax Revenues</b>	<b>91,538</b>	<b>2,937,464</b>	<b>3.12%</b>	<b>131,011</b>	<b>2,753,614</b>	<b>4.76%</b>
<b>LICENSES &amp; PERMITS</b>						
Misc. Licenses	0	500	0.00%	75	315	23.81%
Alcohol Permits	88	4,100	2.13%	30	2,895	1.04%
Building Permits	4,039	130,550	3.09%	5,087	69,040	7.37%
Electrical Permits	620	15,000	4.13%	920	6,822	13.49%
Plumbing Permits	1,300	15,000	8.67%	1,725	12,505	13.79%
Misc. Permits/Film Permits	0	12,000	0.00%	100	4,635	2.16%
<b>Total L/P Revenues</b>	<b>6,046</b>	<b>177,150</b>	<b>3.41%</b>	<b>7,937</b>	<b>96,212</b>	<b>8.25%</b>
<b>SERVICES</b>						
Inspections	0	500	0.00%	0	100	0.00%
Cemetery	300	3,850	7.79%	250	3,820	6.54%
Police	6	750	0.80%	44	420	10.48%
Code Enforcement	250	2,500	10.00%	150	22,845	0.66%
Streets	0	1,000	0.00%	0	1,600	0.00%
Leaf & Limb	0	1,000	0.00%	0	900	0.00%
Sanitation	116,186	1,402,500	8.28%	97,213	1,167,660	8.33%
Warehouse	600	15,000	4.00%	1,172	9,285	12.62%
Parks & Recreation	4,844	25,000	19.37%	4,670	25,940	18.00%
Library	325	5,750	5.65%	448	6,304	7.10%
Airport	2,933	64,730	4.53%	3,466	64,973	5.33%
Recreation Center	10,166	106,500	9.55%	15,566	119,483	13.03%
<b>Total Svc Revenues</b>	<b>135,610</b>	<b>1,629,080</b>	<b>8.32%</b>	<b>122,978</b>	<b>1,423,330</b>	<b>8.64%</b>
<b>COURT REVENUES</b>						
Fines	1,661	37,500	4.43%	3,279	31,685	10.35%
Admin Fees	10	750	1.33%	60	454	13.22%
CJP Arrest Fees	207	3,000	6.91%	321	2,748	11.67%
Court Costs	964	15,500	6.22%	1,285	12,821	10.03%
Remedies	10	500	2.00%	40	1,744	2.29%
Court Technology	64	0	0.00%	131	1,220	10.75%
<b>Total Court Revs</b>	<b>2,917</b>	<b>57,250</b>	<b>5.09%</b>	<b>5,116</b>	<b>50,672</b>	<b>10.10%</b>
<b>MISC. SALES &amp; REVS</b>						
Cemetery Plots	0	25,000	0.00%	0	21,750	0.00%
Franchise Fee - Utility	14,583	175,000	8.33%	14,583	175,000	8.33%
Interest Income	1,602	22,000	7.28%	1,160	35,502	3.27%
Rents	0	5,750	0.00%	0	5,000	0.00%
Credit Card Usage Fee	736	6,500	11.32%	864	6,184	13.97%
Misc Rev/Ins Recovery	2,684	31,000	8.66%	294	50,532	0.58%
Sale of Fixed Assets	0	5,000	0.00%	1,325	24,390	5.43%
Transfer in from Utility	103,755	1,245,054	8.33%	105,360	1,264,325	8.33%
Other Rev-Lease Purchase	0	0	0.00%	0	0	0.00%
<b>Total Misc. Revs</b>	<b>123,359</b>	<b>1,515,304</b>	<b>8.14%</b>	<b>123,586</b>	<b>1,582,683</b>	<b>7.81%</b>
<b>CONTRIBUTIONS</b>						
Public Sources	3,168	65,090	4.87%	23,184	111,432	20.81%
Private Sources	0	6,750	0.00%	100	1,028	9.73%
Grants	0	7,969	0.00%	0	50,070	0.00%
Volunteer Fire Dept	10,102	120,000	8.42%	2,117	22,634	9.35%
B. Hewatt	0	10,000	0.00%	0	11,000	0.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
<b>Total Contributions</b>	<b>13,269</b>	<b>209,809</b>	<b>6.32%</b>	<b>25,401</b>	<b>196,164</b>	<b>12.95%</b>
<b>TOTAL REVENUES</b>	<b>372,740</b>	<b>6,526,057</b>	<b>5.71%</b>	<b>416,029</b>	<b>6,102,675</b>	<b>6.82%</b>

**CITY OF SMITHVILLE**  
**GENERAL FUND EXPENSE RECAP**  
**2023-24**  
**FOR MONTH OF: October**

	2023/2024	2023/2024	2023/2024		AMENDED	2022/2023
	Y-T-D	BUDGET	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
			USED/COLLECTED	@ 10/31	BUDGET	USED/COLLECTED
<b>ADMINISTRATION</b>						
Personnel	14,375	222,434	6.46%	12,276	205,595	5.97%
Services	22,222	169,141	13.14%	21,829	156,340	13.96%
Supplies & Materials	842	27,698	3.04%	1,214	32,797	3.70%
Other	27,444	32,910	83.39%	18,800	51,025	36.84%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Grants	0	0	0.00%	0	0	0.00%
<b>Total Admin Expense</b>	<b>64,883</b>	<b>452,183</b>	<b>14.35%</b>	<b>54,120</b>	<b>445,757</b>	<b>12.14%</b>
<b>FINANCE</b>						
Personnel	4,320	66,510	6.50%	3,119	57,307	5.44%
Services	10,797	27,705	38.97%	14,587	25,441	57.34%
Supplies & Materials	76	1,700	4.47%	246	1,527	16.09%
Other	0	0	0.00%	0	0	0.00%
<b>Total Finance Expense</b>	<b>15,193</b>	<b>95,915</b>	<b>15.84%</b>	<b>17,951</b>	<b>84,275</b>	<b>21.30%</b>
<b>POLICE</b>						
Personnel	89,239	1,591,386	5.61%	67,013	1,162,090	5.77%
Services	1,333	37,029	3.60%	1,101	38,697	2.85%
Supplies & Materials	4,354	100,920	4.31%	5,620	113,676	4.94%
Other	24,427	55,511	44.00%	26,950	54,130	49.79%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Police Expense</b>	<b>119,352</b>	<b>1,784,846</b>	<b>6.69%</b>	<b>100,684</b>	<b>1,368,593</b>	<b>7.36%</b>
<b>ANIMAL CONTROL</b>						
Personnel	4,151	64,036	6.48%	2,957	50,743	5.83%
Services	66	4,405	1.49%	44	9,229	0.48%
Supplies & Materials	183	5,500	3.33%	338	4,128	8.18%
Other	442	442	100.00%	398	400	99.47%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Animal Control Exp</b>	<b>4,842</b>	<b>74,383</b>	<b>6.51%</b>	<b>3,737</b>	<b>64,500</b>	<b>5.79%</b>
<b>COURT</b>						
Personnel	4,276	67,971	6.29%	3,354	56,452	5.94%
Services	174	23,118	0.75%	445	17,838	2.49%
Supplies & Materials	1,600	2,400	66.67%	0	130	0.00%
Other	0	45	0.00%	0	45	0.00%
<b>Total Court Exp</b>	<b>6,050</b>	<b>93,534</b>	<b>6.47%</b>	<b>3,799</b>	<b>74,465</b>	<b>5.10%</b>
<b>FIRE</b>						
Personnel	2,009	2,009	100.00%	1,808	1,808	100.00%
Services	713	16,335	4.36%	124	9,431	1.32%
Supplies & Materials	2,803	129,950	2.16%	1,496	35,179	4.25%
Other	17,827	45,495	39.19%	17,196	35,435	48.53%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Fire Expense</b>	<b>23,352</b>	<b>193,789</b>	<b>12.05%</b>	<b>20,624</b>	<b>81,853</b>	<b>25.20%</b>
<b>LIBRARY</b>						
Personnel	21,598	339,129	6.37%	16,968	302,831	5.60%
Services	1,273	16,525	7.70%	716	15,093	4.75%
Supplies (includes Donation/Grant exp)	15,633	104,175	15.01%	12,956	68,263	18.98%
Other	5,040	5,215	96.65%	4,348	4,523	96.14%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Library Expense</b>	<b>43,544</b>	<b>465,044</b>	<b>9.36%</b>	<b>34,989</b>	<b>390,710</b>	<b>8.96%</b>
<b>COMMUNITY SERVICE</b>						
Allocated Support	3,527	89,680	3.93%	16,444	81,510	20.17%
<b>Total Community Svc Exp</b>	<b>3,527</b>	<b>89,680</b>	<b>3.93%</b>	<b>16,444</b>	<b>81,510</b>	<b>20.17%</b>
<b>PARKS &amp; RECREATION</b>						
Personnel	15,958	308,138	5.18%	16,960	271,637	6.24%
Services	2,351	34,735	6.77%	792	30,620	2.59%
Supplies & Materials	5,671	100,880	5.62%	13,531	104,565	12.94%
Other	6,991	9,881	70.76%	5,454	8,857	61.58%
Capital Expenditures	0	0	0.00%	0	10,791	0.00% <sup>5-</sup>
<b>Total Parks &amp; Recr Exp</b>	<b>30,971</b>	<b>453,634</b>	<b>6.83%</b>	<b>36,736</b>	<b>426,470</b>	<b>8.61%</b>

1/12th of budget would be 8.33%



**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2023-24  
FOR MONTH OF: October**

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 10/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
<b>RECREATION CENTER</b>						
Personnel	16,154	271,702	5.95%	13,679	230,336	5.94%
Services	7,974	84,569	9.43%	4,002	89,509	4.47%
Supplies & Materials	2,223	41,800	5.32%	3,270	46,975	6.96%
Other-Special Projects	10,876	14,955	72.73%	9,223	9,420	97.91%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Recreation Center Exp</b>	<b>37,227</b>	<b>413,026</b>	<b>9.01%</b>	<b>30,174</b>	<b>376,240</b>	<b>8.02%</b>
<b>STREET &amp; ALLEY</b>						
Personnel	14,509	225,838	6.42%	11,602	195,668	5.93%
Services	13,674	111,550	12.26%	2,757	187,576	1.47%
Supplies & Materials	23,932	128,450	18.63%	8,757	244,634	3.58%
Other-Special Projects	5,143	26,029	19.76%	3,848	25,232	15.25%
Capital Expenditures	0	0	0.00%	0	4,620	0.00%
Transfer to HMPG Grant	0	0	0.00%	0	0	0.00%
<b>Total Street &amp; Alley Exp</b>	<b>57,257</b>	<b>491,867</b>	<b>11.64%</b>	<b>26,965</b>	<b>657,730</b>	<b>4.10%</b>
<b>SOLID WASTE</b>						
Personnel	18,266	286,456	6.38%	11,931	219,634	5.43%
Services	267	1,041,350	0.03%	174	992,687	0.02%
Supplies & Materials	5,655	52,550	10.76%	3,297	57,404	5.74%
Other-Special Projects	2,345	23,863	9.83%	2,259	31,718	7.12%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Solid Waste Exp</b>	<b>26,533</b>	<b>1,404,219</b>	<b>1.89%</b>	<b>17,661</b>	<b>1,301,443</b>	<b>1.36%</b>
<b>ENFORCEMENT &amp; INSPEC</b>						
Personnel	5,782	83,128	6.96%	5,418	77,179	7.02%
Services	858	45,975	1.87%	280	30,224	0.93%
Supplies & Materials	310	7,200	4.30%	696	6,262	11.11%
Other	451	475	94.91%	412	455	90.46%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Enforcement/Insp Exp</b>	<b>7,400</b>	<b>136,778</b>	<b>5.41%</b>	<b>6,806</b>	<b>114,120</b>	<b>5.96%</b>
<b>CEMETERY</b>						
Personnel	7,931	119,308	6.65%	6,060	101,452	5.97%
Services	710	9,145	7.76%	652	9,135	7.14%
Supplies & Materials	873	14,240	6.13%	715	13,883	5.15%
Other	269	270	99.45%	190	190	100.06%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Cemetery Expense</b>	<b>9,783</b>	<b>142,963</b>	<b>6.84%</b>	<b>7,617</b>	<b>124,660</b>	<b>6.11%</b>
<b>AIRPORT</b>						
Services	3,381	53,110	6.37%	2,944	38,123	7.72%
Supplies & Materials	209	5,600	3.73%	222	6,447	3.44%
Other	4,190	14,190	29.53%	12,181	59,211	20.57%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Airport Expense</b>	<b>7,780</b>	<b>72,900</b>	<b>10.67%</b>	<b>15,347</b>	<b>103,781</b>	<b>14.79%</b>
<b>GRANTS &amp; ECONOMIC DEVELOPMENT</b>						
Personnel	3,696	116,786	3.16%	5,868	101,128	5.80%
Services	1,402	22,010	6.37%	300	13,646	2.20%
Supplies & Materials	0	500	0.00%	0	145	0.00%
Other	1,610	22,000	7.32%	2,642	38,641	6.84%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Grant &amp; Eco Development Exp</b>	<b>6,708</b>	<b>161,296</b>	<b>4.16%</b>	<b>8,811</b>	<b>153,560</b>	<b>5.74%</b>
<b>TOTAL EXPENSES</b>	<b>464,404</b>	<b>6,526,057</b>	<b>7.12%</b>	<b>402,464</b>	<b>5,849,667</b>	<b>6.88%</b>
<b>TOTAL REVENUES</b>	<b>372,740</b>	<b>6,526,057</b>	<b>5.71%</b>	<b>416,029</b>	<b>6,102,675</b>	<b>6.82%</b>
<b>Revenues Over/Under Expenses</b>	<b>(91,664)</b>	<b>0</b>		<b>13,565</b>	<b>253,008</b>	

**CITY OF SMITHVILLE**  
**GENERAL FUND EXPENSE RECAP**  
**2023-24**  
**FOR MONTH OF: October**

	2023/2024	2023/2024	2023/2024		AMENDED	2022/2023
	Y-T-D	BUDGET	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
			USED/COLLECTED	@ 10/31	BUDGET	USED/COLLECTED
<b>Maintenance Fund</b>						
Revenues	9,028	139,788	6.46%	6,876	117,868	5.83%
Personnel Expense	5,823	92,147	6.32%	4,294	75,108	5.72%
Services Expense	337	4,000	8.44%	21	4,245	0.49%
Supplies Expense	2,443	42,825	5.70%	1,446	38,280	3.78%
Other Expense	816	816	100.04%	234	235	99.67%
Capital Expense	0	0	0.00%	0	0	0.00%
<b>Total Maint Fund Exp</b>	<b>9,420</b>	<b>139,788</b>	<b>6.74%</b>	<b>5,995</b>	<b>117,868</b>	<b>5.09%</b>
<i>Revenues Over/Under Expenses</i>	<b>(392)</b>	<b>0</b>		<b>881</b>	<b>0</b>	



**CITY OF SMITHVILLE  
UTILITY FUND RECAP  
2023-2024**

**FOR MONTH OF: October**

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/23 @ 10/31	AMENDED 2022/23 BUDGET	2022/23 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Electric	462,546	5,648,285	8.19%	411,091	5,694,830	7.22%
Water	85,633	1,249,250	6.85%	94,358	1,107,544	8.52%
Wastewater	62,434	851,000	7.34%	78,966	918,978	8.59%
Miscellaneous	61,217	572,320	10.70%	49,966	641,410	7.79%
<b>TOTAL REVENUES</b>	<b>671,830</b>	<b>8,320,855</b>	<b>8.07%</b>	<b>634,381</b>	<b>8,362,762</b>	<b>7.59%</b>
<b>EXPENSES:</b>						
Administration	143,985	1,787,300	8.06%	160,521	1,827,568	8.78%
Electric	294,444	3,839,723	7.67%	296,725	3,920,396	7.57%
Recycle	4,597	68,224	6.74%	3,690	61,525	6.00%
Water	51,354	412,288	12.46%	40,742	425,614	9.57%
Wastewater	51,648	881,266	5.86%	48,047	867,794	5.54%
Transfers	111,005	1,332,054	8.33%	112,610	1,351,325	8.33%
<b>TOTAL EXPENSES</b>	<b>657,034</b>	<b>8,320,855</b>	<b>7.90%</b>	<b>662,336</b>	<b>8,454,222</b>	<b>7.83%</b>
<b>Revenues Over/(Under)</b>						
<b>Expenses:</b>	<b>14,797</b>	<b>0</b>		<b>(27,956)</b>	<b>(91,460)</b>	

**CITY OF SMITHVILLE**  
**UTILITY FUND REVENUE RECAP**  
**2023-2024**  
**FOR MONTH OF: October**

	2023/2024	2023/2024	2023/2024		2022/2023	AMENDED	2022/2023
	Y-T-D	BUDGET	% OF BUDGET		@10/31	BUDGET	% OF BUDGET
			USED/COLLECTED				USED/COLLECTED
<b>REVENUES:</b>							
<b>ELECTRIC</b>							
Residential Electric	280,915	3,434,000	8.18%		243,495	3,435,791	7.09%
Small Commercial Electric	47,331	552,160	8.57%		43,763	561,690	7.79%
Large Commercial Electric	118,465	1,413,000	8.38%		101,419	1,387,424	7.31%
Public Lighting	1,154	14,000	8.24%		1,159	13,944	8.31%
Interdepartmental	12,154	173,075	7.02%		11,779	166,436	7.08%
Electric Opt Out Fees	170	2,050	8.29%		180	2,100	8.57%
Charge for Svcs - Electric	2,358	60,000	3.93%		9,296	127,445	7.29%
<b>Total Electric Revs</b>	<b>462,546</b>	<b>5,648,285</b>	<b>8.19%</b>		<b>411,091</b>	<b>5,694,830</b>	<b>7.22%</b>
<b>WATER</b>							
Metered Sales	81,612	1,188,000	6.87%		84,948	1,049,817	8.09%
Unmetered Sales	1,021	1,250	81.68%		411	1,227	33.46%
Water Taps	3,000	60,000	5.00%		9,000	56,500	15.93%
<b>Total Water Revs</b>	<b>85,633</b>	<b>1,249,250</b>	<b>6.85%</b>		<b>94,358</b>	<b>1,107,544</b>	<b>8.52%</b>
<b>WASTEWATER</b>							
Flat Rate Charge	57,934	791,000	7.32%		69,966	841,978	8.31%
Sewer Taps	4,500	60,000	7.50%		9,000	77,000	11.69%
<b>Total WasteW Revs</b>	<b>62,434</b>	<b>851,000</b>	<b>7.34%</b>		<b>78,966</b>	<b>918,978</b>	<b>8.59%</b>
<b>MISC. SALES &amp; REVS</b>							
Utility Service Transfer Fee	150	750	20.00%		125	750	16.67%
Rents	0	27,400	0.00%		0	25,300	0.00%
Grants	0	0	0.00%		0	0	0.00%
W/WW Imp Fee - '19 CO's	12,253	147,250	8.32%		12,265	147,160	8.33%
Drainage/System Imp Fees	12,019	142,800	8.42%		11,979	144,471	8.29%
Utility Penalties	22,055	130,000	16.97%		17,798	171,474	10.38%
Interest Income	8,972	23,000	39.01%		3,831	42,491	9.02%
Credit Card Usage Fee	2,480	28,800	8.61%		2,368	29,060	8.15%
Misc Income/Ins Recovery	2,012	10,175	19.78%		1,068	15,976	6.69%
QECB Treasury Subsidy	0	45,645	0.00%		0	55,272	0.00%
Sale of Fixed Assets	0	3,000	0.00%		0	0	0.00%
Sale of Recyclables	1,275	6,000	21.25%		532	9,456	5.63%
Recycle Membership Fee	0	7,500	0.00%		0	0	0.00%
<b>Total Misc. Revs</b>	<b>61,217</b>	<b>572,320</b>	<b>10.70%</b>		<b>49,966</b>	<b>641,410</b>	<b>7.79%</b>
<b>TOTAL REVENUES</b>	<b>671,830</b>	<b>8,320,855</b>	<b>8.07%</b>		<b>634,381</b>	<b>8,362,762</b>	<b>7.59%</b>

**CITY OF SMITHVILLE  
UTILITY FUND EXPENSE RECAP  
2023-2024**

**FOR MONTH OF: October**

	2023/2024	2023/2024	2023/2024	AMENDED	2022/2023	
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	2022/2023 @10/31	2022/2023 BUDGET	% OF BUDGET USED/COLLECTED
<b>REVENUES</b>	<b>671,830</b>	<b>8,320,855</b>	<b>8.07%</b>	<b>634,381</b>	<b>8,362,762</b>	<b>7.59%</b>
<b>EXPENSES</b>						
<b>ADMINISTRATION</b>						
Personnel	53,356	837,448	6.37%	47,659	846,985	5.63%
Services	64,388	246,787	26.09%	77,288	227,950	33.91%
Supplies & Matls	489	15,050	3.25%	1,369	17,468	7.84%
Other	25,752	688,015	3.74%	34,205	735,165	4.65%
Capital	0	0	0.00%	0	0	0.00%
Transfer to USDA SH95	0	0	0.00%	0	0	0.00%
Transfer to I & S	7,250	87,000	8.33%	7,250	87,000	8.33%
Transfer to General	103,755	1,245,054	8.33%	105,360	1,264,325	8.33%
<b>Total Admin Exp</b>	<b>254,990</b>	<b>3,119,354</b>	<b>8.17%</b>	<b>273,132</b>	<b>3,178,893</b>	<b>8.59%</b>
<b>ELECTRIC</b>						
Personnel	22,473	366,882	6.13%	15,668	301,980	5.19%
Services	549	121,397	0.45%	281	135,181	0.21%
Supplies & Matls	266,271	3,320,438	8.02%	276,646	3,387,550	8.17%
Other	5,152	31,006	16.62%	4,131	95,685	4.32%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Electric Exp</b>	<b>294,444</b>	<b>3,839,723</b>	<b>7.67%</b>	<b>296,725</b>	<b>3,920,396</b>	<b>7.57%</b>
<b>RECYCLE</b>						
Personnel	3,698	54,679	6.76%	2,843	45,645	6.23%
Services	115	2,525	4.55%	15	2,170	0.70%
Supplies & Matls	291	6,525	4.47%	390	9,267	4.21%
Other	493	4,495	10.97%	443	4,443	9.97%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Recycle Exp</b>	<b>4,597</b>	<b>68,224</b>	<b>6.74%</b>	<b>3,690</b>	<b>61,525</b>	<b>6.00%</b>
<b>WATER</b>						
Personnel	11,190	174,607	6.41%	8,597	149,236	5.76%
Services	8,672	57,710	15.03%	884	59,327	1.49%
Supplies & Matls	2,766	99,190	2.79%	5,785	143,101	4.04%
Other	28,727	80,781	35.56%	25,476	73,950	34.45%
Capital	0	0	0.00%	0	0	0.00%
Transfer to CDBG	0	0	0.00%	0	0	0.00%
<b>Total Water Exp</b>	<b>51,354</b>	<b>412,288</b>	<b>12.46%</b>	<b>40,742</b>	<b>425,614</b>	<b>9.57%</b>
<b>WASTEWATER</b>						
Personnel	11,947	188,327	6.34%	7,545	148,056	5.10%
Services	14,307	222,445	6.43%	6,236	238,512	2.61%
Supplies & Matls	2,112	99,855	2.12%	10,110	120,931	8.36%
Other	23,282	370,639	6.28%	24,156	360,295	6.70%
Capital	0	0	0.00%	0	0	0.00%
<b>Total WWater Exp</b>	<b>51,648</b>	<b>881,266</b>	<b>5.86%</b>	<b>48,047</b>	<b>867,794</b>	<b>5.54%</b>
<b>TOTAL EXPENSES</b>	<b>657,034</b>	<b>8,320,855</b>	<b>7.90%</b>	<b>662,336</b>	<b>8,454,222</b>	<b>7.83%</b>
<b>REVENUES OVER/(UNDER)</b>						
<b>EXPENSES:</b>	<b>14,797</b>	<b>0</b>		<b>(27,956)</b>	<b>(91,460)</b>	

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	October 2023
Number Of Electric Customers:	2305
Number Of New Customers:	29
Number Of Customers Leaving The City:	28
Number Of Customers Penalized:	496
Number of Customers "Cut-Off" For Non-Payment:	28 (25 reconnected)



**CITY OF SMITHVILLE  
DEBT SERVICE RECAP  
FOR MONTH OF: October, 2023**

	<b>2023/2024</b>	<b>2023/2024</b>	<b>2023/2024</b>		<b>AMENDED</b>	<b>2022/2024</b>
	<b>Y-T-D</b>	<b>BUDGET</b>	<b>% OF BUDGET</b>	<b>2022/2024</b>	<b>2022/2024</b>	<b>% OF BUDGET</b>
			<b>USED/COLLECTED</b>	<b>Y-T-D</b>	<b>BUDGET</b>	<b>USED/COLLECTED</b>
<b>REVENUES:</b>						
Property Taxes *	14,920	779,961	1.91%	22,554	659,881	3.42%
Drainage/System Imp Utility Fees	7,250	87,000	8.33%	7,250	87,000	8.33%
Other Miscellaneous Income	5,099	0	0.00%	0	0	0.00%
Interest	5,993	0	0.00%	1,085	18,059	6.01%
<b>Total Revenues</b>	<b>33,262</b>	<b>866,961</b>	<b>3.84%</b>	<b>30,889</b>	<b>764,940</b>	<b>4.04%</b>
<b>EXPENSES:</b>						
Bond P&I Pymts '18 C of O's (refin '09)	0	319,489	0.00%	0	318,171	0.00%
Bond P&I Pymts '19 C of O's	0	26,175	0.00%	0	26,675	0.00%
Tax Note, Series 2021	0	105,254	0.00%	0	106,385	0.00%
Tax Note, Series 2022	0	191,420	0.00%	0	295,807	0.00%
Tax Note, Series 2023	0	224,623	0.00%	0	0	0.00%
<b>Total Expenses</b>	<b>0</b>	<b>866,961</b>	<b>0.00%</b>	<b>0</b>	<b>747,038</b>	<b>0.00%</b>
<b>NET OF REVENUES OVER (UNDER) EXPENSES</b>	<b>33,262</b>	<b>0</b>		<b>30,889</b>	<b>17,902</b>	

\* 2022-23 values include \$5,672 excess collections from FY 2021

\* 2023-24 values include \$11,080 excess collections from FY 2022