

Item # 5

CITY OF SMITHVILLE
COUNCIL MEETING MINUTES
November 13, 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 Pro-tem Etheredge called the meeting to order at 5:00 p.m. Councilwoman Bruno gave the Invocation and led the Pledge.

Closed Meeting: Went into Executive Session at 5:02 PM

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 551.071 Consultation with Attorney to discuss Open Meetings Act training and compliance

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 / 2024 Goals & Objectives).

Open Meeting: Came back into Open Session at 6:15 PM

Citizen Comments: None

Discussion and Action as a result of the Executive Meeting.

Recognition/Awards/Proclamations/Announcements/Presentations:

- a. Proclamation for "Day of Thanksgiving": Mayor Foerster read the proclamation.
- b. Proclamation for "Honor Our Veterans Day": Councilwoman Bruno Read the proclamation.
- c. Proclamation for "Opposition to Rock Crushing Plant": Councilman Etheredge read the proclamation.
- d. Presentation from Smithville VFW Post 1309: Stephen Barthelme spoke and said thank you for the support.
- e. Presentation from Lorie Vincent on Economic Development
- f. Presentation from *Stacy Savage* on Recycling Center
- g. Presentation from *Carlos Osuna* (Verkada) on Security Cameras

Citizen Comments: None

Approval of the minutes from the October 16, 2023 Council Meeting and the October 18, 2023 Special-Called Meeting / Workshop: Councilman Etheredge made a motion to approve the October 16, 2023 minutes with the changes given to the City Secretary. Councilman Washington seconded and the motion passed unanimously. Councilman Etheredge made a motion to approve the October 18, 2023 minutes. Councilwoman Bruno seconded and the motion passed unanimously.

Hear from the Applicant/Agent on all P&Z Application requests.

Hear recommendations from Planning and Zoning on:

- a) A Special Use Permit for a guest house at 801 NE Tiger Lane, Property ID# 16738, A46 Lomas, L. Acres0.48, property owners Lance Schriner and Sara Hickman: P&Z Chairman Brian Riewe said the P&Z recommended approving the special use permit.
- b) A re-plat combining two lots into one at 207 San Jacinto, Smithville Townsite, Block 76 Lot 3 and 4 Property ID#20394 Owner Ian and Ellen Strain-Seymour: P&Z Chairman Brian Riewe said the P&Z recommended approval of the re-plat.

Public Hearing:

Hear Citizen Comments: Kent Hanna, Kathy McNamara, Frank McNamara, Clover Green, Stephanie McCurry, and Monica Poss all spoke on item A for the Special Use Permit.

- a) A Special Use Permit for a guest house at 801 NE Tiger Lane, Property ID# 16738, A46 Lomas, L. Acres0.48, property owners Lance Schriner and Sara Hickman.
- b) A re-plat combining two lots into one at 207 San Jacinto, Smithville Townsite, Block 76 Lot 3 and 4 Property ID#20394 Owner Ian and Ellen Strain-Seymour.

Open Meeting:

Discussion and Action from Council on: Sara Hickman Spoke.

- a) A Special Use Permit for a guest house at 801 NE Tiger Lane, Property ID# 16738, A46 Lomas, L. Acres0.48, property owners Lance Schriner and Sara Hickman: The property owner is requesting a Special Use Permit (SUP) for a Guest House to provide space for her elderly mother. The P&Z recommended 4 to 1 approval of a SUP for a Guest House at 801 Tiger Lane. Per our Zoning Ordinance, Guest Houses are allowed in SF1 with a SUP. Should the council approve the SUP for the Guest House at 801 Tiger Lane, there will be a list of things that will need to be researched and addressed to ensure compliance with our building codes. The building in question is neither a manufactured home (governed by HUD) nor a modular home (governed by TDLR). It is basically a large 640 sq. ft. storage building converted into what is being called a “tiny home”. Accessory buildings do not have any minimum square footage requirement but do require a 3’ side and rear yard setback. Councilman Jenkins made a motion to approve the Special Use Permit. Councilwoman Bruno seconded and the motion passed unanimously.

- b) A re-plat combining two lots into one at 207 San Jacinto, Smithville Townsite, Block 76 Lot 3 and 4 Property ID#20394 Owner Ian and Ellen Strain-Seymour. Councilwoman Bruno made a motion to approve the re-plat. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: Vickie Green, Mark Richter, and Michelle Nelson all spoke.

Discussion and Possible Action on Obstruction of the Sidewalks in the Downtown Business District: City manager Robert Tamble gave a presentation on the issue. Councilwoman Bruno made a motion to have Robert modify this ordinance and come back in January with his recommendations and to not enforce the current ordinance until it comes back to the Council. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the Cultural District projects budgeted for 2023/2024: Jill Strube presented information to the Council for consideration. Councilman Jameson made a motion to fund the top 3 projects proposed by the Cultural District in the amount originally requested (Yarn Bombers \$1943.00, Courtney Dyer \$2,160.00, Michelle Gardella \$2,970.00 and spend Hotel Occupancy Tax funds to fund the HopeFloats sign. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: Mrs. Schafer

Discussion and Possible Action with St. Vincent de Paul regarding help with utility bills: Mr. Richard Schafer made a presentation to the Council about concerns regarding high utility bills. Councilwoman Bruno made a motion for her and the Community Engagement Coordinator to come up with some data to inform the Council about this issue and present it back to them. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Memorandum of Understanding (MOU) with the Smithville Workforce Training Center (SWTC) regarding the use of the City of Smithville facilities located at 404 Fawcett: The SWTC Board of Directors approved allocating two (2) city-appointed board seats but did not approve the phrase “representing no less than 20% of the board”. Councilman Washington made a motion to approve the MOU. Councilman Etheredge seconded and the vote was:

For: Washington, Etheredge, Jameson, and Jenkins

Abstain: Bruno

Citizen Comments: Alan Butler

Discussion and Possible Action on the Tax Note Update: The City Manager provided an update regarding the equipment purchased, ordered, and delivered against the Series 2023 Tax Note. Councilman Etheredge made a motion to approve the \$50,000 baseball field and park upgrades, \$200,000 playground equipment, and park upgrades, misc facility upgrades, installation on the show bard, replacement playscapes at the Train Park, Riverbend Park, and have the basketball courts re-stripped. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments:

Discussion on the City of Smithville's website update: Jill Strube provided an overview of the website re-design project. No action taken.

Citizen Comments:

Discussion and Action on Resolution Casting Votes for the Board of Directors of the Bastrop Central Appraisal District: Nominations for the BCAD Board of Directors are due. The City of Smithville has 53 votes to cast out of a total of 5000 votes and our nominations are Justin Bezner and Jeannie Ralph. It is recommended to cast 26 votes for each Smithville nominee with the "extra" vote going to the candidate of your choice. The five (5) nominees with the highest number of votes will be elected. Councilman Jameson abstained. Councilman Jenkins made a motion to give Jeannie Ralph 27 votes and Justin Bezner 26 votes. Councilwoman Bruno seconded and the vote was:

For: Jenkins, Washington, Etheredge, and Bruno

Abstain: Jameson

Citizen Comments: None

Discussion and Action on the 2022 Certified Tax Levy for the City of Smithville: In accordance with the Texas Property Tax Code 26.09(e), the Council must approve the certified Tax Roll for 2023. Property taxes will bring in \$2,377,859.70 based on a total assessed value of \$ 445,962,142. Councilwoman Bruno made a motion to approve the 2023 Certified Tax Levy. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a contract with AT&T for pole attachments: The City has completed negotiations with Southwestern Bell Telephone Co. (dba AT&T) to renew our Joint Use Pole Attachment Agreement. If approved, the new base rate for the 10-year contract will be increased by 20% from \$12.50 to \$15.00 per pole attachment. AT&T has 588 attachments on our poles. We have 215 attachments on their poles. The difference is 373 poles. The expected revenue will be approximately \$6k per year. In addition, AT&T has agreed to clear up past-due balances totaling \$46k. Councilman Etheredge made a motion to approve the agreement as documented in the handout from the City Manager this afternoon. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

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

Adjourn 10:22 p.m.

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

CITY OF SMITHVILLE
SPECIAL CALLED COUNCIL MEETING MINUTES
DECEMBER 07, 2023

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

Open Meeting: Call to order: Mayor Foerster called the meeting to order at 3:00 p.m.

Closed Meeting: Went into Executive Session at 3:01 PM

The City Council held 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 (evaluation and duties of the City Manager).

Open Meeting: Came out of Executive Session at 4:01 PM

No action was taken as a result of the Executive Session.

Adjourn 4:02 p.m.

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

Item #6

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 Replat

Number of Requests: ☒ Single
☐ Multiple

PROPERTY IDENTIFICATION

Street Address 107 NE 4th Street, 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: Smithville Townsite

Property Tax Code: #19187 Block Number: 14 Lot Number: PT 7 & 8

Property Owner
(as listed on Deed): Charles T. Etheredge

Property Owner
Mailing Address: 608 Ramona St., Smithville, TX 78957

Owner's Phone No: 512-239-8223 Owner's Email: _____

Agent's Name
(if applicable): Kevin Von Minden BEFCO Engineering, Inc.

Agent's Mailing
Address: 485 N. Jefferson, La Grange, TX 78945

Agent's Phone No: [REDACTED] Agent's Email: [REDACTED]

DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

Current Zone Class:	SF-1 <input 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 checked="" type="checkbox"/>	C-3 <input type="checkbox"/>		C-2 <input checked="" 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:

Current deed did not replat - correcting that oversight.

Describe special use requested:

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

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: 11/2/23

OFFICE USE ONLY:

Fee Amount: 775

Fee Payment: 775

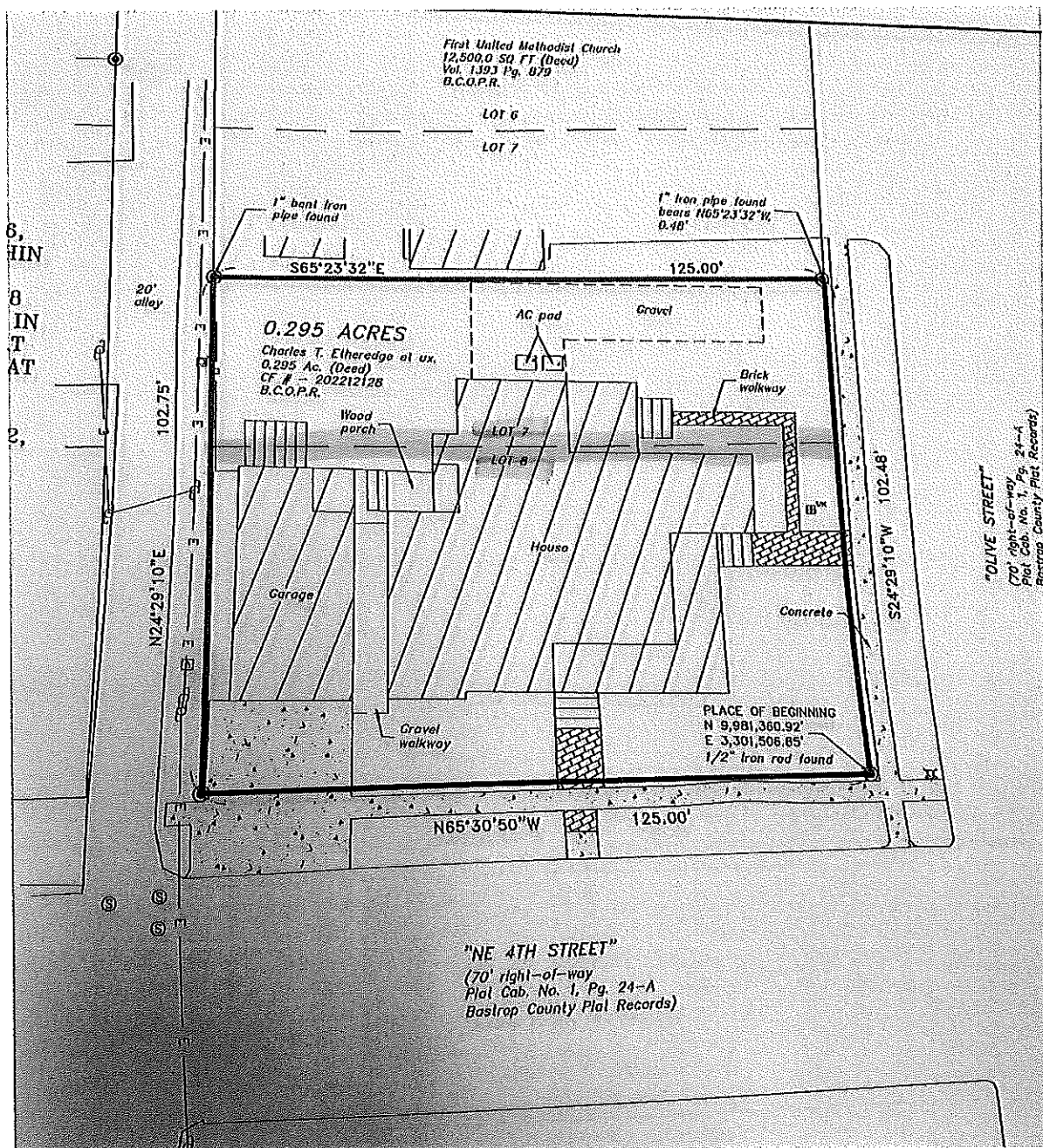
P&Z Date: Dec 5 2023

Council Date: Dec 11 2023

Accepted By: [Signature]

Date Submitted: 11/2/2023

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



Actual plat is available here at
City Hall.

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Krista Bartsch
KRISTA BARTSCH, County Clerk
Bastrop Texas

May 31, 2022 02:53:12 PM 202212128
FEE: \$34.00
DEED

Independence Title/GF#2219353-ROL/TLV

General Warranty Deed with Vendor's Lien

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: May 27, 2022

Grantor: Jaqueline P. Gillespie

Grantee: Charles T. Etheredge, Jr. and spouse, Debi A. Etheredge

608 Ramona St.
Smithville, TX 78957

Consideration: Ten and No/100ths (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of a certain Promissory Note in the principal amount of \$366,000.00, of even date herewith, payable to the order of Frontier Bank of Texas, hereinafter referred to as the "Mortgagee", bearing interest at the rate therein provided. The note is secured by a vendor's lien retained in this deed in favor of Frontier Bank of Texas, and by a deed of trust of even date from Grantee to Elaine Martin, Trustee.

Whereas the Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property, as included in the above-described Promissory Note, the said vendor's lien against the Property securing the payment of the Promissory Note and superior title are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the superior title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien.

Property (including any improvements): 0.295 acres of land, being all of Lot 8 and a portion of Lot 7, Block 14, ORIGINAL TOWNSITE OF THE CITY OF SMITHVILLE, TEXAS, as recorded in Plat Cabinet 1, Page 24A, Plat Records, Bastrop County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Vendor's lien and superior title retained in this deed validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the

Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with any and all improvements and all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

It is expressly agreed that the vendor's lien herein described and superior title are retained in favor of the payee of the Promissory Note hereinabove described against the Property and any improvements thereon, until said Promissory Note and all interest thereon shall have been fully paid according to the terms thereof, at which time this deed will become absolute.

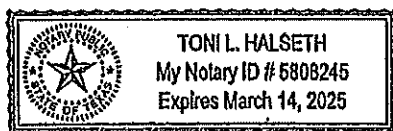
When the context requires, singular nouns and pronouns include the plural.



Jaqueline P. Gillespie

THE STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this 27 day of May, 2022, by Jaqueline P. Gillespie.




Notary Public, State of Texas

After Recording Return To:
Charles T. Etheredge, Jr. and Debi A. Etheredge

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

024 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austlna.rr.com

June 6, 2011

LEGAL DESCRIPTION; BEING 0.295 ACRE OF LAND LYING IN AND BEING ALL OF LOT 8 AND A PORTION OF LOT 7, BLOCK 14; THE ORIGINAL TOWNSITE OF THE CITY OF SMITHVILLE, TEXAS AS RECORDED IN CABINET 1, PAGE 24-A AND IN CABINET 2, PAGE 340-A OF THE PLAT RECORDS IN BASTROP COUNTY, TEXAS, AND BEING THAT SAME TRACT OR LOT CONVEYED TO SHARON JANELLE WELCH, TRUSTEE OF THE 2004 WOODCOCK TRUST AGREEMENT BY DEED RECORDED IN VOLUME 1629, PAGE 844 OF THE DEED RECORDS IN BASTROP COUNTY, TEXAS; SAID 0.295 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2011:

BEGINNING at a 1/2" iron rod found at the intersection of the west right-of-way line of Olive Street with the north right-of-way line of N.E. 4th Street for the southeast corner hereof, Lot 8 and Block 14;

THENCE N 69°08'25" W a distance of 126.14 feet along N.E. 4th Street to a 1/2" iron rod found at the intersection with the east line of a 20' alley for the southwest corner hereof and said Lot 8;

THENCE N 20°47'35" E a distance of 102.82 feet along the east line of said alley to a 1" iron pipe found for the northwest corner hereof and the southwest corner of that certain lot conveyed to the First United Methodist Church by deed recorded in Volume 1393, Page 879 of said deed records;

THENCE S 69°52'43" E a distance of 124.98 feet, crossing said Lot 7, to a 1 1/2" iron pipe found on the west line of Olive Street for the northeast corner hereof and southeast corner of said First United Methodist Church tract;

THENCE S 29°42'11" W a distance of 102.81 feet along the west line of Olive Street to the POINT OF BEGINNING, containing 0.295 acre of land, more or less and as shown on sketch of survey prepared herewith.

Surveyed by:


James E. Garon
Registered Professional Land Surveyor
Server: Co. 1 Bastrop\Smithville\Smithville Townsite\243411

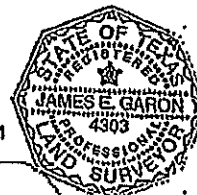


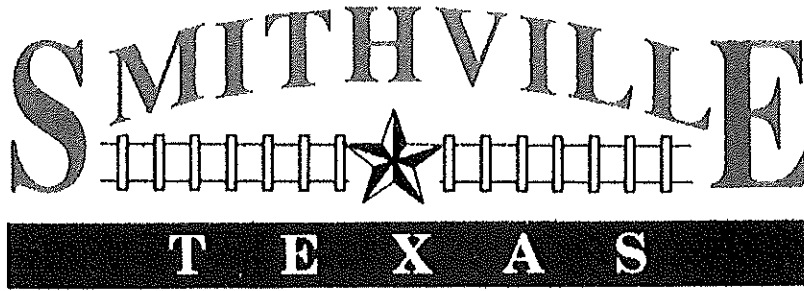
Exhibit "A"

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

November 7, 2023

Dear Property Owner/Current Resident,

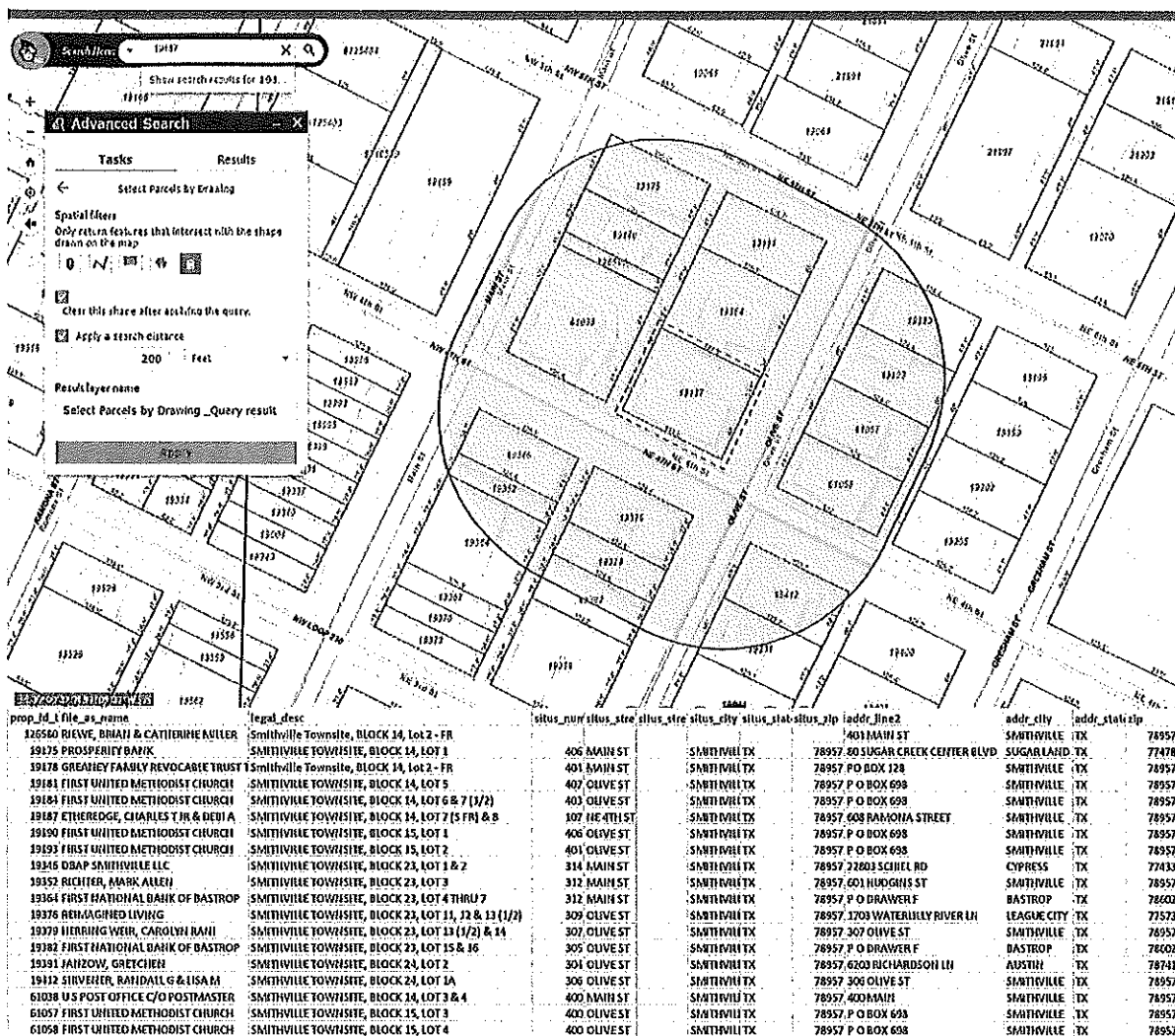
Your address is within 200' of one or more of the following proposed agenda items. This notice is to inform you that The City of Smithville Planning and Zoning Commission will hold a Public Hearing on December 05, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

Discussion and Action on an amending replat, combining two lots in to one for 107 NE 4th Street, Property ID 19187, Smithville Townsite, Block 14, Lot 7 (South FR) and Lot 8, property owner Charles and Debi Etheredge, agent Kevin Von Minden, BEFCO Engineering. The City Council will hold a public hearing and Council meeting to discuss and seek action on December 11, 2023, at 6:00 p.m.

Please follow us on our YouTube Page:

(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# 12



All Funeral Services

At your service. By your side.

The Cemetery Workstation

Effortless Operations, Peaceful Minds

**Cemetery Workstation Proposal for
City of Smithville: Oak Hill Cemetery and Mt.
Pleasant Cemetery.**

This proposal was prepared for

**Robert
Tamble**

City Manager at City of Smithville: Oak
Hill Cemetery and Mt. Pleasant
Cemetery.

Mobile: 512-237-3282

Address: 473 State Hwy 95, Smithville, TX 78957

Email: citymanager@ci.smithville.tx.us

Proposal expiration: **1 month**

1. Executive Summary

Cemeteries are the pillars of our communities, the guardians of our histories, the stewards of our final resting places. Yet changing times have brought new challenges – inefficient processes, inaccurate records, declining engagement.

At All Funeral Services, our mission is to empower cemeteries to thrive in the modern era. Our software transforms cemetery management through automation, digitization, and connection.

Join us in bringing cemeteries into the future.

With Cemetery Workstation, you can:



Unlock new revenue streams with data-driven sales and marketing



Strengthen bonds with the community through digital engagement



Honor the stories of the past with digitized records and memorial pages



Create peaceful experiences for families with streamlined coordination



Embrace innovation while respecting tradition



Improve Operational Efficiency and Accuracy

Cemeteries carry the heavy burden of preserving legacies. Cemetery Workstation lifts that burden. Our team of cemetery devotees provides both software and partnership on your management journey.

Let's work together to help your cemetery thrive for generations to come. This proposal provides the first step. We're eager to collaborate on revolutionizing your cemetery.

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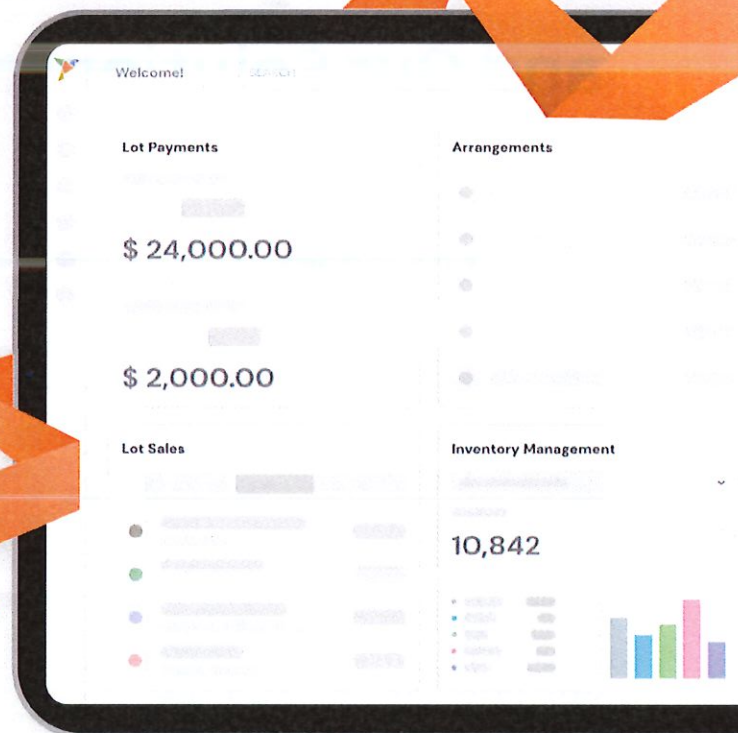
1. Executive Summary
2. Challenges and Solutions
 - a. Challenges Facing Cemeteries
 - b. Cemetery Workstation
3. Products and Services
 - a. Sales Management
 - b. Inventory Management
 - c. Work Orders
 - d. Interments
 - e. Cremations
 - f. Marketing Suite
4. Professional Services
 - a. Data Migration and Digitization
 - b. Inventory
5. Implementation
 - a. Discovery
 - b. Configuration
 - c. Mapping
 - d. Evolution
 - e. Integration
 - f. Testing
 - g. Training
 - h. Launch
 - i. Support
6. Budget / Software Products
7. Budget / Professional Services
8. Our Team
9. Case Study and Testimonials
10. Latest Testimonials
12. Call to Action
13. Contact Information

2. Challenges Facing Cemeteries and Our Solutions

Challenges	Our Solutions
Declining community engagement threatens a cemetery's core purpose.	Our strengthened relationships tools reignite meaningful connections by providing new outreach channels and digital memorial pages.
Paper records riddled with errors cripple operations daily.	Our accuracy boosting automation fixes broken systems by creating verified digital databases and coordination workflows.
Outdated manual processes waste hours of staff time weekly.	Our digital transformation liberates your team by reducing redundant work and making information accessible anywhere.
Dwindling sales inch you closer to unsustainability every quarter.	Our revenue driving tools reverse the tide by optimizing marketing funnels and streamlining the sales process.
Marketing exclusion locks out new generations and markets.	Our expanded outreach welcomes them in by leveraging previously untapped digital channels and demographics.

3. Products and Services

Cemetery Workstation offers a suite of integrated software modules designed to tackle the key challenges facing modern cemeteries. Our products cover core areas of cemetery management, providing digitization, automation, accuracy, and connection.



Key Products

Sales Management

Centralizes pre-need, at-need, and services sales. Enables online selling, streamlined contracting, and customer management. Boosts revenue performance.

Inventory Management

Digitizes records into a searchable database. Integrates mapping and on-site reconciliation. Provides accurate visibility of properties and ownership.

Work Orders

Enables mobile work order creation, assignment, and tracking. Allows real-time progress monitoring. Improves operational efficiency.

Interments

Provides online burial scheduling and coordination. Streamlines process for staff and families. Improves organization.

Cremations

Offers online case reservations and real-time tracking. Simplifies document management. Increases transparency.

Marketing Suite

Includes modern website, interactive maps, memorials, and mobile apps. Strengthens community and family connections.

Professional Services

Our Professional Services focus on digitization of cemetery data to enable successful implementation of Cemetery Workstation.

Data Migration

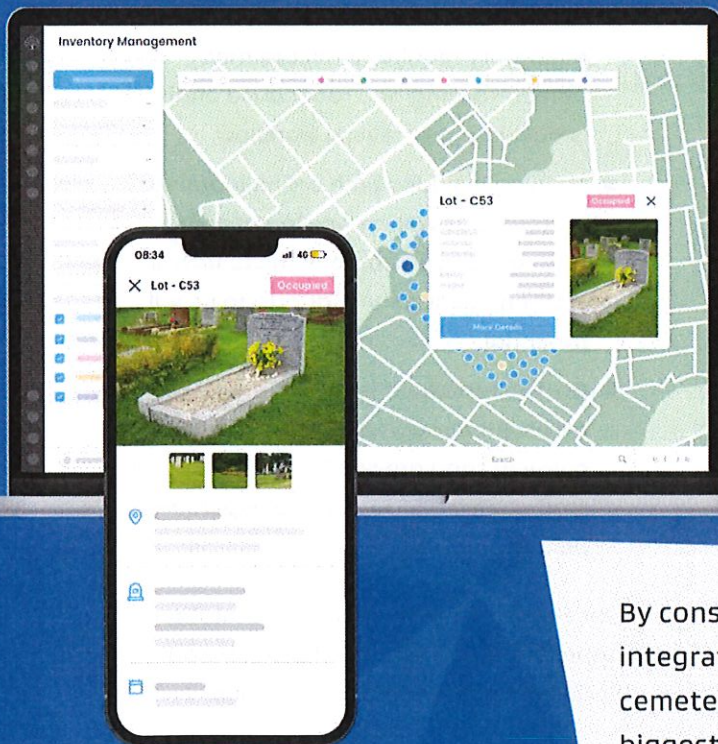
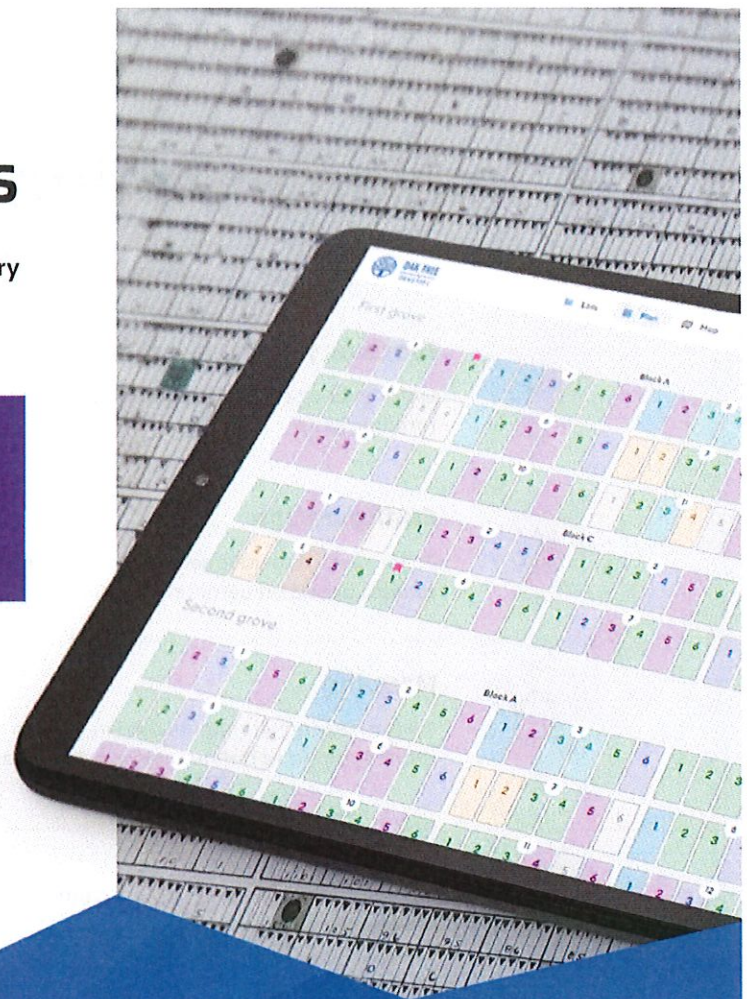
Transition existing data into Cemetery Workstation.

Digitization

Convert paper records into searchable digital archives.

Through data migration and records digitization, we transition your information into a digital format compatible with our software. This allows you to fully utilize Cemetery Workstation's capabilities.

Our customized digitization services cater to your specific data and needs. We offer human expertise so you can fully adopt innovative management.



Digitization Tailored to Your Needs: Choose Your Perfect Fit

Inventory Full

Comprehensive inventory management including digital photography and geolocation. Complete visibility.

Inventory Lite

Cost-effective approach focused on core inventory needs.

Inventory Self

Flexible self-service inventory management.

By consolidating critical capabilities into a single, integrated solution, Cemetery Workstation empowers cemeteries with the tools needed to overcome their biggest burdens and thrive.

4. implementation



Discovery

Learn your needs: stakeholder interviews, gather requirements



Configuration

Tailor system to your cemetery: Customize system based on cemetery needs



Mapping

System Design: Architects design system architecture and Define modules and interactions



Evolution

Development: Developers build Cemetery Workstation modules



Integration

Connect to existing software: Connect to POS system, accounting software, etc



Testing

Simulate real-world use: User acceptance testing, fix bugs



Training

Prepare your team: Admins, managers, and staff trained on system



Launch

Go live with Cemetery Workstation



Support

We're always here to help: multifaceted dedicated help provides ongoing assistance

Our implementation follows a structured SDLC approach utilizing agile methodologies:

- Requirements are gathered through immersive discovery sessions leveraging stakeholder interviews and collaborative workshops to elucidate core needs and pain points.
- System architecture is designed for scalability, extensibility, and integration capabilities. Security and compliance requirements are incorporated into the framework.
- Agile development techniques like sprints, standups, code reviews, and continuous integration enabled rapid construction of cemetery management modules with incremental value delivery.
- Testing leverages unit, integration, system, UAT, performance, and security testing frameworks to validate functional, non-functional, and regulatory requirements are met. Defect tracking and root cause analysis is built into the devops workflow.
- Training includes both online learning materials as well as onsite sessions with role-based curriculums to upskill staff on utilizing the platform to its full potential.
- Go-live readiness is comprehensively assessed through pilot testing, mock cutovers, and dress rehearsals. Support staff are embedded during hypercare period.

Our structured yet agile implementation approach balances robust process with flexibility to deliver maximum value.

5. Budget / Software Products

Included Cemetery Workstation modules and apps



Sales



Work Orders



Reporting



Dashboard



Website



Mobile apps

Management

Pricing

- 1% of all sales revenue in the first year (minimum \$99 monthly fee)
- Sliding scale in future years based on volume capped at 3.9% starting in year 2
- The 1% software products fee applies to revenue from all new plot sales, interment services, cremation services, and other revenue transactions
- Volume discounts applied as sales increase

Example of volume discounts

A cemetery with \$100,000 in annual sales will pay:

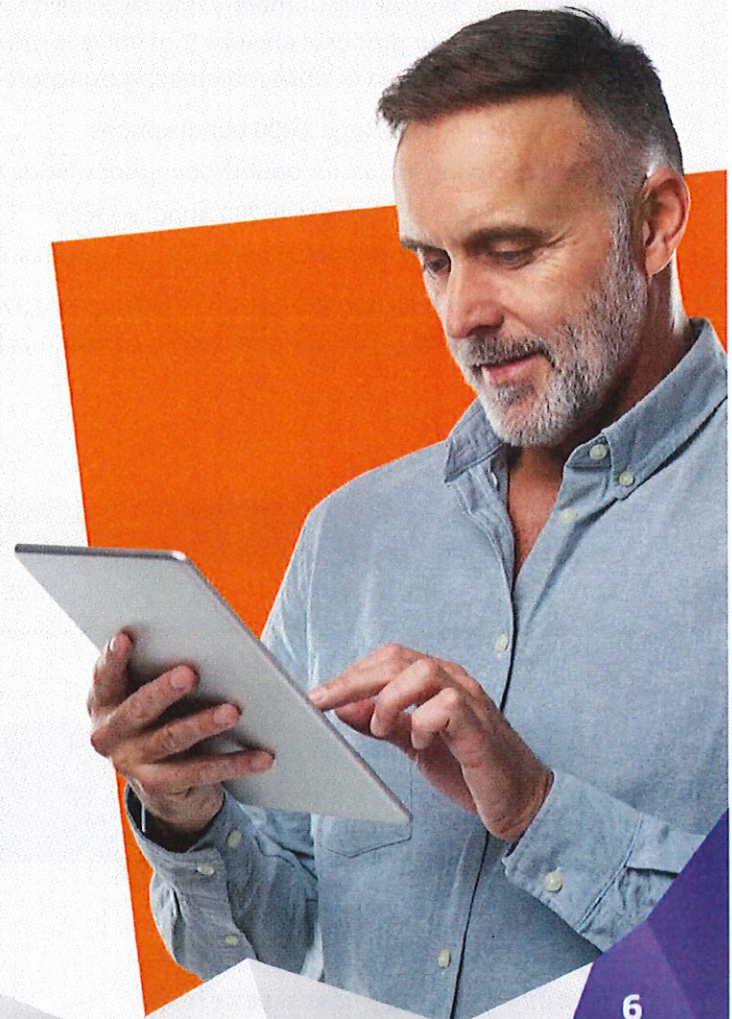
- 1% in the first year: \$99 monthly (\$1,118 annually)
- 3.99% max in year 2+: \$333 monthly (\$3,990 annually)

A cemetery with \$750,000 in annual sales will pay:

- 1% in the first year: \$584 monthly (\$7,000 annually)
- 3% in year 2+: \$1,875 monthly (\$22,500 annually)

This demonstrates how the percentage rate decreases as sales volume increases, providing built-in volume discounts. We're happy to provide quotes for your specific projected sales.

Contact us to discuss customized pricing for your specific needs. Investing in Cemetery Workstation pays dividends through increased revenue, efficiency, and community connections.



5. Budget / Professional Services

This covers historical data digitization and ongoing inventory management.
Three-tier options:

Inventory Full	Inventory Lite	Inventory Self
\$4.99 per record	\$1.99 per record	\$2.99 per record
Comprehensive inventory management including digital photography and geolocation. Complete visibility.	Cost-effective approach focused on core inventory needs.	Flexible self-service inventory management. Data Migration - Transition existing data into Cemetery Workstation.

We offer flexible payment options:

- Pay-as-you-go - Digitize in phases based on your budget.
- Multi-year financing - Complete digitization upfront with payment over time.
- 0% interest - for the entire duration of your financing - no surprises, just success.

Proposal for The City of Smithville

We are delighted to offer a specialized pricing structure meticulously designed for The City of Smithville that includes Oak Hill Cemetery and Mt. Pleasant Cemetery. Recognizing the unique needs and aspirations of the city, our proposal ensures that value is maximized without compromising quality. Our commitment is to deliver excellence while maintaining transparency and integrity in our pricing approach.

- Oak Hill Cemetery: 2,800 burial spaces
- Factoring in 25% for double occupancy leads to a total of 3,500 decedents.
- Mt. Pleasant Cemetery: 700 burial spaces
- With 25% for double occupancy, this results in a total of 875 decedents.

Combining both cemeteries, we're looking at 4,375 decedents. Given our rate, the total cost would be 4,375 x \$5 = **\$21,875**, with a fee of \$5 per decedent thereafter.

Add-Ons:

Grave Care Services	Memorial Pages	Cremation Module
\$5 per order	\$5 per obituary	\$7 per arrangement

Contact us to discuss customized pricing for your specific needs. Investing in Cemetery Workstation pays dividends through increased revenue, efficiency, and community connections.

6. Meet our Team: The Innovators Behind Our Success

Our Cemetery Workstation team brings decades of death-care experience combined with software expertise to deliver transformative solutions for your needs.



Alex Resnikoff

Managing Director

[linkedin.com/in/alexresnikoff/](https://www.linkedin.com/in/alexresnikoff/)

With extensive death-care technology track record, Alex provides the leadership and vision to guide Cemetery Workstation's success.



David Wanner

VP Sales & Marketing

[linkedin.com/in/david-wanner-a9186958/](https://www.linkedin.com/in/david-wanner-a9186958/)

David draws on his deep cemetery knowledge to connect with clients and ensure their software implementation delivers maximum value.



Pasha Filatoff

Chief Technology Officer

[linkedin.com/in/pfilatoff/](https://www.linkedin.com/in/pfilatoff/)

Pasha oversees our world-class engineering team that develops and supports our innovative cemetery management software.



Paul Pine

Project Management

[facebook.com/pavel.sosnovyy/](https://www.facebook.com/pavel.sosnovyy/)

Paul leverages his technical project management background to ensure smooth software implementations and ongoing client satisfaction.

Our team consists of dozens of highly skilled specialists including programmers, designers, engineers, and managers.

We offer outstanding software and dedicated partnership to revolutionize cemetery management. With our expertise, customer focus, and commitment, we enable your success now and in the future.

Discover more about our team members and their backgrounds in the links below.

"We look forward to discussing your goals and collaborating to achieve them!"

7. Case Study and Testimonials



Case study of Woodlawn Cemetery, Syracuse, NY

Background:

Woodlawn Cemetery had reliable paper-based processes but sought to modernize operations, strengthen community connections, and enable future growth.

Challenges:

- Paper-based records met current needs but had digitization limits long-term.
- Manual plot management worked but carried potential for future errors.
- Legacy system functioned well but constrained digital capabilities.

Cemetery Workstation Solutions:

- Digitized cremation management, enabling tracking of hundreds of cases.
- Created public portal with burial search used by hundreds, plus online service requests.
- Connected hundreds of clients to the family portal for self-service.
- Digitized 10 mausoleums/columbariums for digital access, visual plans, and online sales.
- Deployed mobile app for onsite access to burial information.

Results:

800+

cremation cases
tracked digitally

400+

burial search
users per month

100+

clients
on family portal

10+

mausoleums/
columbariums
digitized

200+

mobile app downloads

Testimonial: "Cemetery Workstation enabled us to transform outdated processes into convenient, efficient digital management and better public engagement. Their team was instrumental in envisioning possibilities and making them a reality."

Latest Testimonials

Donna

at Hutto Lutheran Cemetery says:

"Overall: I am truly relieved that Hutto Lutheran Cemetery is now digitized. Keeping paper documents up-to-date as well as copies of documents in the hands of others is a nightmare. I am very pleased with our own personal website and the link to the church website. The people who created all of that at Cemetery Work Station were the best!

Every person at Cemetery Workstation that I interacted with was professional, friendly, helpful, and very accommodating. My computer skills are not that great, but everyone treated me with patience and respect."

The people who created all of that at Cemetery Work Station were the best!

Steven

at Woodlawn Cemetery Says:

"Top to bottom, great people to work with and this product brings cemeteries way ahead of off the shelf products.

As a superintendent, I cannot express enough how thrilled we are with Cemetery Workstation cemetery management software. Since implementing this software, we have seen a significant improvement in our overall efficiency and organization. Cemetery Workstation has simplified our day-to-day tasks and allowed us to easily manage all aspects of our cemetery operations. From tracking burial plots and maintenance tasks to managing finances and generating reports,

I cannot express enough how thrilled we are with Cemetery Workstation

Cemetery Workstation has exceeded our expectations in every way. One of the things we appreciate most about this software is the ease of use. It has a simple interface that makes it easy for all staff members to navigate and utilize. Additionally, their customer service team has been incredibly helpful and responsive whenever we have had questions or concerns. Overall,

Cemetery Workstation has exceeded our expectations in every way. One of the things we appreciate most about this software is the ease of use. It has a simple interface that makes it easy for all staff members to navigate and utilize. Additionally, their customer service team has been incredibly helpful and responsive whenever we have had questions or concerns. Overall,

Cemetery Workstation has exceeded our expectations in every way

Cemetery Workstation has been a game-changer for our cemetery. It has allowed us to operate more efficiently and effectively, and we couldn't be happier with our decision to implement this software. I highly recommend Cemetery Workstation to any cemetery looking to improve their operations and streamline their processes."

Latest Testimonials

David

at Albany Rural Cemetery says:

Overall: After searching for the perfect cemetery management software, we finally found the perfect solution with Cemetery Workstation by AFS. Cemetery Workstation has helped us streamline our daily tasks and increase our productivity. The user-friendly interface and intuitive design make it easy for us to manage the more tedious and time-consuming aspects of our cemetery. Because we are short-staffed, the software helps do the work of at least 2 full-time people; everything from tracking burial plots to maintaining records to financial functions to reporting...and the custom reporting is priceless!

Since implementing Cemetery Workstation, our cemetery has become more organized, efficient, and effective. Not only has Cemetery Workstation helped us to save time and reduce errors, but their dedicated customer service team has been an invaluable resource. They are extremely helpful in answering our questions and providing us with support whenever we need it. I couldn't be happier with our decision to use this software, and I highly recommend it to any cemetery looking to take its operations to the next level.

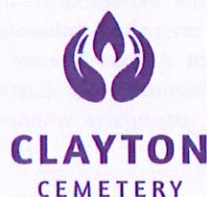
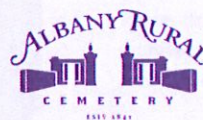
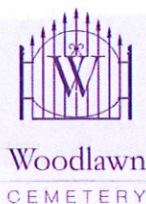
Pros: Everything is in one place (the same reason we use Hubspot). The software platform is customizable, so you get what you need in the layout you need--not the "product of the day." It's modular so you can buy what you need and you don't pay for features you wouldn't use. Clean "Apple-like" design. Value for the money--no comparison! Product buildout conferences are available for review during the planning & development stages--this was critical for us.

Cons: Haven't found anything that I don't like...it's totally customizable.

We finally found the perfect solution with Cemetery Workstation by AFS

Not only has Cemetery Workstation helped us to save time and reduce errors, but their dedicated customer service team has been an invaluable resource.

Discover the Latest Addition to Our All Funeral Family – Join Us!



8. Call to Action

The future of cemetery management is here! Cemetery Workstation offers an incredible opportunity to transform your operations through our innovative software and dedicated partnership.

Join the digital revolution by:

Seizing This Opportunity

Capitalize on the potential of our software by formally approving this proposal today. Let's begin collaborating to usher your cemetery into the future.

Getting Your Questions Answered

We're eager to provide any details you need to feel 100% confident moving forward. Reach out to us anytime!

Finalizing Our Partnership:

Upon proposal approval, we'll draft a contract to make this partnership official. We can't wait to formalize our shared vision of next-level cemetery management.

Experience the Cemetery Workstation Difference!

Through our passionate team and transformational software, you'll achieve elevated operations, unparalleled efficiency, and stronger community connections.

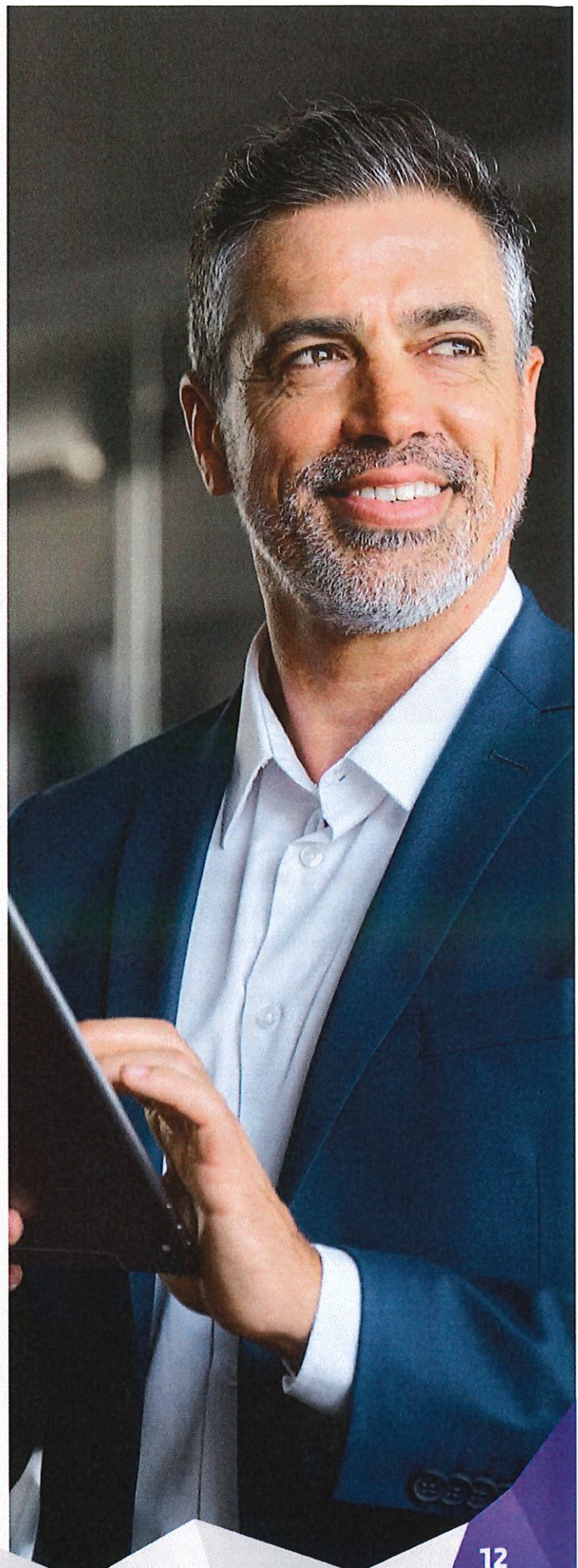
The time is now!

Contact us to get started on bringing your cemetery into the digital age.

This proposal is only valid for one month,
so act now to secure this exciting
opportunity.

We eagerly await working together!

A warm thank you for considering
our services from all of us at
All Funeral Services, Cemetery Workstation.



9. Contacts



Alex Resnikoff

Managing Director

All Funeral Services, LLC | allfuneral.com

Toll Free: 800.700.1050

Mobile: 917.446.6437

Address: 750 Lexington Avenue, Suite 07-119,
New York, NY 10022

Email: alex@allfuneral.com

David Wanner

Vice President of Sales and Marketing

All Funeral Services, LLC | allfuneral.com

Toll Free: 800.700.1050

Mobile: 236.992.2340

Address: 750 Lexington Avenue, Suite 12-137,
New York, NY 10022

Email: d.wanner@allfuneral.com



Ready to Transform Your Operations? Connect With Us Now!

SERVICE AGREEMENT
BETWEEN ALL FUNERAL SERVICES, LLC

And

The City of Smithville (Oak Hill Cemetery and Mount Pleasant Cemetery)

This Agreement (hereinafter “Agreement”) is made and entered into this 11th day of December, 2023, by and between All Funeral Services, LLC, 750 Lexington Avenue, #07-119, New York, NY 10022 (hereinafter “AFS”) and The City of Smithville (Oak Hill Cemetery and Mount Pleasant Cemetery) located at 317 MAIN STREET P.O. BOX 449 SMITHVILLE, TEXAS 78957 (hereinafter the “Client”) at various times in this Agreement referred to herein individually as a “Party” and collectively as the “Parties.”

AFS offers a multi-modular online technology platform specifically created for the death-care services industry known as “Cemetery Workstation,” a turnkey online solutions platform that modernizes business operations and offers an elevated digital experience for cemeteries, crematoriums, funeral directors, families, and vendors. The Parties desire to enter into this Agreement, on the terms and conditions set forth herein, to provide the Client with access to Cemetery Workstation and other AFS platforms and services.

1. Cemetery Workstation and Modules. AFS shall provide the Client with access to the Cemetery Workstation and to additional services delivered through the Cemetery Workstation platform (“Workstation Modules”) on the terms set forth in Exhibit A attached hereto, “Cemetery Workstation & Modules.” The Client shall be able to select additional Workstation Modules it would like AFS to later provide, as set forth on Exhibit B attached hereto, “Additional Workstation Modules.” At any time this Agreement is in effect, Client may elect to purchase Additional Workstation Modules or, subject to the terms of this Agreement, cease provision of certain Workstation Modules.
2. Services. Upon execution of this Agreement by both Parties, AFS will immediately begin to provide services to the Client by providing access to the Cemetery Workstation platform and the selected Workstation Modules. AFS shall create Cemetery Workstation accounts for each designated user in no more than five (5) business days from the receipt of the requisite information set forth below. In order to effectively provide these Services, there are certain enrollment actions that the Client must take to cooperate with AFS and effectuate the intent of this Agreement. These are generally, and in no way exclusively, as follows:
 - (i) provide AFS with all requested information and data for Cemetery Workstation, and each requested Workstation Module;
 - (ii) provide a list of designated users for the Cemetery Workstation and, for each user, a name, telephone number, email address, and physical address;

- (iii) provide at least one primary contact person for AFS who is authorized to enter into and form contracts to bind the Client pursuant to this Agreement;
- (iv) regularly and promptly update AFS in writing of any changes in the foregoing; and
- (v) take any other reasonably requested action requested by AFS to provide Services under this Agreement.

Failure to take such enrollment actions and timely provide accurate and accessible requested information, or maintain updated contact information, shall entitle AFS to, at its sole discretion and without notice, to terminate any or all AFS Services due under this Agreement.

3. Term. The term of this Agreement will start on the date of the execution of this Agreement by the Client and will continue until terminated by either Party with thirty days (30) written notice to the other Party. Termination shall not in any way alter any Fees then owing to AFS from the Client, the confidentiality and data protection obligations set forth herein, and certain other surviving obligations.
4. Fees. The fees for Cemetery Workstation and each Workstation Module are set forth in 4.(i), 4.(ii) and on Exhibits A and B. Collectively, these are "Fees." Other than the Fees, no other sums shall be charged by AFS to Client unless otherwise mutually agreed to in writing.
 - (i) Integration and Digitization: The total purchase price for the record digitization services, as described on Exhibit A, is defined as \$23,000 for the first 4,600 records, thereafter a fee of \$5 per additional record will be charged.
 - i. Definition of a Record: Within the context of this agreement, a "Record" or "record" refers to an individual data entry transferred from the Client's database to the Cemetery Workstation SaaS platform. Each Record represents a specific space, categorized as sold-unused, reserved, used, or any other non-purchasable category. The Integration Fee applies to each discrete Record. In cases of spaces housing multiple decedents, an additional charge of \$5 is incurred per extra decedent. For example, a single-decedent space incurs a fee of \$5, a space with two decedents is billed at \$10, and one with three decedents will cost \$15.
 - (ii) Software and Maintenance: The total monthly recurring fee for the software described in Exhibit A and the ongoing maintenance of the same is \$3.99% of all transactions, including properties (Lots/Niches/Crypts) and Services, with a minimum monthly charge of \$150 per month.
5. Payments. AFS shall provide the Client with monthly invoices (each an "Invoice" and collectively "Invoices") setting forth all Fees owed to AFS pursuant to this Agreement. Client shall have five (5) Business Days from the date of such Invoice to review each Invoice and discuss any questions regarding the Invoice and/or Fees with AFS. After this review period, such Invoices shall be immediately due and owing. AFS reserves the right to charge interest on all outstanding Invoices more than thirty (30) days outstanding. The failure to comply with the payment terms of this Agreement may result in restriction of access to Cemetery Workstation and/or

Workstation Modules, the termination of this Agreement by AFS, and the retention by AFS of all records held by AFS and/or any work product created by AFS until such outstanding Invoices are fully satisfied.

The Fees consist of two primary components: the Integration Fee and the Monthly Software Fee.

- (i) **Integration Fee:** Per this Agreement, AFS will digitize up to 4,600 Client Records for a flat fee of \$23,000. This Integration Fee will be due in 4 equal installments of \$5,750, which will be reflected on the monthly Invoices sent to the Client. The installments will be due pursuant to the following schedule:
 - i. Upon signing this Agreement
 - ii. Upon AFS's completion of digitization and integration of 1,550 Client Records
 - iii. Upon AFS's completion of digitization and integration of 3,150 Client Records
 - iv. Upon AFS's completion of digitization and integration of 4,600 Client Records
- (ii) The Client shall have the right to make payments in excess of the scheduled amounts, or to pay the outstanding balance in full, at any time prior to the due date, without incurring any penalties or additional fees for prepayment.
- (iii) **Pay-As-You-Go Fee Structure for Additional Records:** Client agrees to compensate AFS on a per-record basis for data integration services rendered for records in excess of the 4,600 covered by the Integration Fee. The agreed-upon fee shall be \$5 USD per each additional individual Client Record successfully integrated into the Cemetery Workstation SaaS platform.
 - i. **Billing and Payment Terms:** The Integration Fee will be calculated based on the total number of Records transferred in a given billing cycle. AFS shall provide an itemized Invoice to Client on a monthly basis, which will detail the total number of Records integrated and the total fees for such Records.
- (iv) **Monthly Subscription Fee:** The Client shall also pay a Monthly Subscription Fee of \$3.99% of all transactions, including properties (Lots/Niches/Crypts) and Services, with a minimum monthly charge of \$150 per month. This fee covers ongoing access to, and maintenance of, the Cemetery Workstation SaaS platform.
- (v) **Additional Services:** These services, namely the Obituary and Cremation Management modules, will be reflected upon the monthly Invoices, along with any additional services that the Client and AFS may hereafter agree to in writing.

6. **Client Representations.** By entering into this Agreement, the Client expressly represents and expressly warrants to AFS the following:

- (i) the Client is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Texas or in any other state in which its business is registered or regulated and that it is registering for the AFS Services within such state;

- (ii) the Client has the requisite right, power, and authority to enter into this Agreement, perform its obligations hereunder, and grant the rights, licenses, and authorizations in this Agreement;
- (iii) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby do not conflict with, constitute a default under, or result in a violation under the provisions of Client's governing organizational documents, if applicable, or any indenture, mortgage, lease, loan agreement or other agreement or instrument to which Client is bound, or any Law, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental authority; and
- (iv) any information provided or made available by the Client to AFS is at all times accurate and complete and AFS shall be entitled to rely on such information in good faith.

7. Indemnification. The Client hereby releases AFS and agrees to indemnify, defend, and hold harmless AFS, its affiliates, and their respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) arising from or related to: (i) the Client's actual or alleged breach of any obligations in this Agreement; (ii) Client Personnel (including any act or omission of Client Personnel or any claim brought or directed by Client Personnel; (iii) any claim or alleged claim by any third-party against AFS related to this Agreement or Client where such claim is not the direct result of AFS's gross negligence or willful misconduct; (iv) any regulatory or criminal investigation of, or proceeding against, the Client or Client Personnel; or (v) any use or misuse of Cemetery Workstation or any Workstation Module by the Client or Client Personnel. Client will use counsel reasonably satisfactory to AFS regarding any claim associated with this Agreement. If at any time AFS reasonably determines that any existing or future claim might adversely affect AFS, AFS may take control of the defense at its own expense. Client may not consent to the entry of any judgment or enter into any settlement of a claim that has the potential to involve AFS without AFS's prior written consent, which may not be unreasonably withheld.
8. Disclaimer and General Release AFS portals and websites, including the Cemetery Workstation system, Workstation Modules, AFS Services, all content, software, functions, materials, and information made available on or provided in connection with the services, are provided "as is". The Client, as a user of AFS Services, agrees to use the AFS portals, websites, or services, at its own risk. To the fullest extent permissible by law, AFS and any of their Affiliates disclaim any obligation, liability, right, claim, or remedy in tort, whether or not arising from either Party's negligence. AFS does not warrant that the functions contained in the AFS portals and Services will meet the Client's requirements or be available, timely, secure, uninterrupted, or error-free, and we will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transaction. AFS will not be liable, whether in contract, warranty, tort (including negligence, product liability, or other theory), or otherwise, to the Client or any other person for the cost of recovery or recoupment of any investment

made by the Client or their Affiliates in connection with this Agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to this Agreement, even if AFS has been advised of the possibility of those costs or damages.

9. Insurance. The Client will, at its own expense and as required by applicable rules and regulations, maintain all necessary liability insurance, and such insurance shall cover all actions contemplated by this Agreement.
10. Taxes. As between the Parties, each Party will be responsible for its own income tax reporting and payment. With respect to the collection, reporting, and payment of any and all taxes associated with third-party or customer transactions effectuated by AFS or through the Cemetery Workstation system, the Client will be solely responsible.
11. Proprietary Rights and Usage Limitations. AFS retains full ownership, control, and intellectual property rights over the software and its associated products used for in the Cemetery Workstation and each of the Workstation Modules (collectively referred to as "the Software"). Client acknowledges that the Software, in its entirety, remains the exclusive property of AFS. Client shall not duplicate, replicate, or reverse engineer the Software, in whole or in part, in any form or by any means, without the explicit written consent of AFS. This includes but is not limited to, software code, design elements, functionality, documentation, and any other material or knowledge pertaining to the Software. The Software is licensed for use solely for the purpose specified in this Agreement. Client shall not use the Software for any other purpose without prior written permission from AFS. Unauthorized use or deviation from the specified purpose constitutes a breach of this Agreement. AFS reserves the right to take legal action to enforce these provisions and protect its proprietary interests. Client acknowledges and agrees that any violation of this Article would cause AFS irreparable harm, for which monetary damages would be insufficient, and that AFS shall therefore be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available under applicable law. The obligations under this Article shall survive the termination or expiration of this Agreement.
12. Confidentiality. Neither Party nor their respective officers, directors, or employees shall disclose the terms of this Agreement to any unaffiliated third party without the prior written consent of the other Party, except pursuant to a valid court order or as otherwise required by applicable regulation or law. Notwithstanding the foregoing, AFS shall have the right to publicly list the Client as one of its customers in its promotional materials.
13. Confidential Information. For the purposes of this agreement, "Confidential Information" shall refer to any non-public information, including but not limited to trade secrets, business strategies, financial data, customer information, customer lists, technical specifications, and any other proprietary or confidential information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") during the term of this

Agreement. The Receiving Party shall treat all Confidential Information received from the Disclosing Party as strictly confidential. The Receiving Party shall not disclose or reveal the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under this agreement. The Receiving Party shall use the Confidential Information solely for the purpose of fulfilling its obligations under this agreement and shall not use the Confidential Information for its own benefit or for any other purpose without the Disclosing Party's prior written consent. The Receiving Party shall take reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, using at least the same degree of care as it uses to protect its own confidential information of a similar nature. The Receiving Party's confidentiality obligations shall not apply to any information that: (i) was rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party; (ii) becomes publicly known through no fault of the Receiving Party; (iii) is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (iv) is lawfully obtained by the Receiving Party from a third party without any restriction on disclosure. The Parties acknowledge that a breach of this confidentiality provision may cause irreparable harm to the Disclosing Party. Therefore, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to enforce the confidentiality obligations set forth herein.

14. Data Custody and Access. Client retains full ownership and control of all information, data, and records (collectively referred to as "the Data") produced, collected, or otherwise processed by the Software provided AFS. AFS acknowledges that the Data, in its entirety, remains the exclusive property of the Client. AFS will not use, reproduce, distribute, or disclose the Data for any purposes other than those expressly permitted in this Agreement, unless prior written consent is provided by the Client. The obligations under this Article shall survive the termination or expiration of this Agreement.
15. Data Protection and Privacy. The Parties shall comply with all applicable data privacy and security laws, including but not limited to the New York General Business Law, Article 39-F (Security Breach Notification Act), the New York State Department of Financial Services (NYDFS) Cybersecurity Regulation (23 NYCRR Part 500), and the New York SHIELD Act (Stop Hacks and Improve Electronic Data Security Act). In the event of a data breach or security incident, the Party responsible for the breach shall promptly notify the other Party in accordance with the requirements set forth by the applicable laws and regulations. The Parties shall cooperate in good faith to address the breach, mitigate damages, and comply with all necessary reporting obligations. The Parties shall implement reasonable administrative, technical, and physical safeguards to protect any personal information or sensitive data collected, stored, or processed under this Agreement. Such safeguards shall align with the requirements set forth by the applicable data privacy laws. The Parties acknowledge that data privacy and security are important considerations, and they shall take all necessary measures to safeguard personal information and maintain the confidentiality, integrity, and availability of data.

16. Relationship of the Parties. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. This Agreement will not create an exclusive relationship between Client and AFS. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of AFS and the Client.
17. Modification. This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all Parties hereto. All notices of changes to the services or general product functions will be noticed to the Client via electronic communication. Client's continued use of the AFS inventory products, portal, and Services after AFS's posting of any changes will constitute acceptance of such changes or modifications.
18. Disputes / Governing Law. The Parties agree that any dispute or controversy arising under or in connection with this Agreement shall be heard by and through arbitration, conducted before a panel of three arbitrators in New York State in accordance with the rules of the American Arbitration Association, then in effect. The expense of such arbitration shall be split between the Parties; however, the prevailing Party shall be entitled to recovery of all costs expended on such arbitration, including legal costs. Any claim, controversy, or dispute arising from this Agreement or related to this Agreement shall be governed by the laws of New York State. In addition, each of the Parties to this Agreement irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising under this Agreement, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising under this Agreement brought by the other Party to this Agreement or its successors or assigns shall be brought and determined exclusively in the state or federal courts located in New York County, New York. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and waive any objection to the laying of venue in, and any claim of inconvenient forum with respect to New York State courts. The Parties further expressly waive their right to trial by jury. The prevailing Party shall receive reasonable attorney fees and costs from the losing Party for any action brought pursuant to this Agreement.
19. Assignment. Neither Party may assign this Agreement, by operation of law or otherwise, without prior written consent of the other Party. Subject to that restriction, this Agreement will be binding on, and be enforceable against the Parties and their respective successors and assigns.
20. No Waiver. AFS's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of AFS's right to enforce such provision or any other provision of this Agreement subsequently.

21. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
22. Counterparts. This Agreement may be executed in counterparts via electronic mail or facsimile, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date signed by the last party.

Client

All Funeral Services, LLC:

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SS#/EIN: _____

SS#/EIN: 82-2772475

Exhibit A

CEMETERY WORKSTATION & WORKSTATION MODULES

Module	Description	Pricing
Sales Management	The Sales Management Module, forming part of the Cemetery Workstation software, is engineered to enable and facilitate the electronic sales of cemetery properties and services. Such services encapsulate but are not limited to, the management of in-ground burials and mausoleum entombment properties, both through online channels and onsite operations. The module underpins electronic payments and employs electronic signatures from both the cemetery and the buyer, thereby streamlining and simplifying the sales process. Additionally, it allows for the creation of tailored contracts and electronic deeds specific to each transaction's needs. This module's operational efficiency extends across all areas within the cemetery grounds	3.9% of all transactions, including properties (Lots/Niches/Crypts) and Services, with a minimum monthly charge of \$150.
Inventory Management	The Inventory Management Module, a crucial component of the Cemetery Workstation software, offers a thorough system to capture, organize, manage, and search the cemetery's inventory of properties. It includes the digitization of the cemetery's internal records to form a foundational dataset, eases onsite inventory verification, and reconciles this dataset with the onsite inventory. This ensures an accurate, consistent, and reliable inventory management system. The Inventory Management Module is available in three distinct versions: Full, Lite, and Self, each providing different levels of features and services, detailed in the subsequent sections of this agreement	See below
Inventory Full	<u>Details of the Full Version:</u> The Full version of the Inventory Management Module offers a comprehensive inventory management solution. It includes advanced features like geolocation services and digital photography of each occupied lot, providing a more detailed and extensive understanding of the cemetery's assets. This version is designed for clients requiring a deeper level of inventory insight and management capabilities.	\$23,000 for the first 4,600 records, thereafter a fee of \$5 per additional record will be charged for each space, whether it's sold (used or

	<p><u>Full-Service Package Inclusions:</u></p> <p>Our full-service package complements the Full version of the Module, ensuring complete execution of the inventory management project. We deploy a representative to your site for comprehensive task management, including scanning up to three physical artifacts per record (additional charges apply for extra items), capturing detailed photographs of all spaces and headstones, and assigning precise geolocations to every space. This service elevates the standard functionalities of the Full version, ensuring a thorough and comprehensive record of the cemetery's assets.</p>	<p>unused) or reserved.</p> <p>Additionally, for spaces with multiple decedents, a charge of \$5 applies for each individual decedent. For instance, a space with two decedents will be billed at \$10, and a space with three will be \$15. An initial minimum charge of \$5,000 shall be applicable.</p>
Work Orders Management	<p>The Work Orders Management Module, integrated into the Cemetery Workstation software, is poised to orchestrate the lifecycle of work orders related to cemetery operations. This exhaustive module covers the creation, distribution, and tracking of work orders, ensuring seamless execution of daily tasks. It can convert both aftercare and interment arrangements into actionable work orders and enables the creation of ad hoc regular work orders, thus ensuring a responsive operational framework. Additionally, the module facilitates capturing before and after photographs via a mobile app, providing real-time, visual documentation of task completion</p>	<p>Free With Sales Management Module</p>

Interment Arrangements	<p>The Interment Arrangements Module, an integral component of the Cemetery Workstation software, is tailored to handle the logistical aspects of burials. This module oversees and manages burial scheduling, gravesite allocation, and communication with all parties involved, ensuring a smooth, respectful process. It also enables Funeral Homes to complete Interment Arrangements online, providing a digital platform for efficient coordination. With the integration of status tracking capabilities, digital notifications, and daily, weekly, and monthly views, this module allows for comprehensive oversight and effective management of burial schedules. It also incorporates time buffers between arrangements to ensure respectful and unhurried services.</p>	Free With Sales Management Module
Cremations Management	<p>The Cremations Management Module serves as a comprehensive digital platform for managing cremation processes. This module enables online cremation reservations from funeral homes and integrates a Stripe payment system for the secure and timely settlement of cremation fees. It provides real-time tracking of cremation stages and maintains transparency with funeral homes regarding the status and milestones of the cremations in their care. The module also automates the generation of all required cremation documents, thereby simplifying the documentation process. Additionally, it facilitates online scheduling of cremations, including the delivery date and time, witness services, and collection of the cremains. It expedites the formalization of cremation transactions through a digital documents feature, eliminating the need for physical documents. This module incorporates a dedicated mobile application, "MyCrematorium" available on both iPhone and Android platforms, providing portable crematorium management functionality.</p>	\$7 per arrangement
Public Solutions	<p>The Public Solutions module, a part of the All Funeral Services software suite, offers an array of capabilities designed to augment public access to cemetery information and services. It includes an Interactive Lot Selector, facilitating online exploration, selection, and purchase of cemetery properties and services, as well as scheduling sales appointments. The module also introduces a Genealogical Records Search, integrated into the cemetery's website, allowing families to locate decedents, access memorial pages, and engage in one-click aftercare transactions. Lastly, it includes a Website feature,</p>	See Below

	<p>acting as a comprehensive digital ecosystem that connects on-site sales, public search portals, and family portals, with the potential for custom development to tailor the content to the cemetery's unique values and needs.</p>	
Interactive Lot Selector	<p>The Interactive Lot Selector, a digital tool integrated into the cemetery's website, offers a real-time, interactive map of the cemetery. This tool is designed for user convenience, enabling visual exploration of available lots, mausoleums, and columbariums, complete with high-resolution images, descriptions, and locations. It provides a verification workflow for lot availability, allowing users to select and potentially purchase available plots and schedule appointments with cemetery staff.</p>	Free With Sales Management Module
Genealogical Records Search	<p>The Genealogical Records Search module, provided by All Funeral Services, is a specialized software feature that allows public access to the cemetery's burial records. It enables families and individuals to locate decedents across the entire cemetery. The feature integrates an interactive map, showcasing real-time status and locations within the cemetery. The module enhances the user experience by presenting memorial pages with monument images, GPS burial locations, and more. It also potentially facilitates revenue generation for the cemetery through one-click aftercare transactions. The Genealogical Records Search module is designed to foster a connection between families, their heritage, and the cemetery, upholding utmost efficiency and transparency.</p>	Free With Inventory Management Module
Website	<p>The Cemetery Website Module, provided by All Funeral Services, is a comprehensive digital solution tailored to enhance the cemetery's online presence through custom website design and development. The service includes a variety of features such as historical content, service descriptions, lot availability, geolocation-enabled dynamic maps, and searchable genealogical and burial records. The website will be device-agnostic, scalable and will utilize modern IT practices. Customization options will be available to ensure the website aligns with the cemetery's unique values and requirements. The Module will integrate key cemetery services into a single platform, facilitating a seamless user experience and efficient operations.</p>	Free With Inventory Management Module

Aftercare	<p>The Aftercare Module is designed to foster post-sale revenue through the provision of digital aftercare and management services. These services primarily encompass monument care, including tasks such as cleaning, maintenance, repair, and restoration, as well as facilitating flower delivery and planting at memorial sites. By leveraging online platforms and automated digital communication tools, the Module enables sustained client engagement beyond the initial transaction, creating additional, consistent revenue streams for the cemetery. It also expands the cemetery's service offerings, fostering a holistic and ongoing relationship with clients.</p>	\$5 per Aftercare Order
Family Portal	<p>The Family Portal Module (the "Module") is a digital platform that provides a personalized online experience, enabling families to manage and view their purchased cemetery services, such as burial plots, records, and aftercare services. This includes an integrated system for ordering aftercare services and a comprehensive payment management system that handles both ad-hoc and recurring payments. The Module also incorporates a secure e-signature feature for digital signing of necessary documents. The aim of the Module is to foster an ongoing relationship between the cemetery and families, streamline service delivery, simplify account management, and enhance overall customer satisfaction.</p>	Free With Sales Management Module
Obituary	<p>The Obituary Module (the "Module") is a dedicated platform that allows families to create, share, and archive obituaries. This interface aids the creation of detailed and multimedia-enriched obituaries and enables their seamless distribution within and beyond the Module's community. For long-term storage, obituaries are securely archived within the system. To facilitate remembrance and respect and to contribute to the historical record of the cemetery community, a nominal fee is charged for placing an obituary on the cemetery's official website. This provision aims to foster a personal and communal space of comfort and historical significance while supporting the maintenance and operation of the digital platform.</p>	\$5 per Obituary Order

Exhibit B

ADDITIONAL WORKSTATION MODULES Available for purchase

Module	Description	Pricing
Sales Management	The Sales Management Module, forming part of the Cemetery Workstation software, is engineered to enable and facilitate the electronic sales of cemetery properties and services. Such services encapsulate but are not limited to, the management of in-ground burials and mausoleum entombment properties, both through online channels and onsite operations. The module underpins electronic payments and employs electronic signatures from both the cemetery and the buyer, thereby streamlining and simplifying the sales process. Additionally, it allows for the creation of tailored contracts and electronic deeds specific to each transaction's needs. This module's operational efficiency extends across all areas within the cemetery grounds	3.9% of the transaction, including properties (Lots/Niches/Crypts) and Services, with a minimum monthly charge of \$150.
Inventory Management	The Inventory Management Module, a crucial component of the Cemetery Workstation software, offers a thorough system to capture, organize, manage, and search the cemetery's inventory of properties. It includes the digitization of the cemetery's internal records to form a foundational dataset, eases onsite inventory verification, and reconciles this dataset with the onsite inventory. This ensures an accurate, consistent, and reliable inventory management system. The Inventory Management Module is available in three distinct versions: Full, Lite, and Self, each providing different levels of features and services, detailed in the subsequent sections of this agreement	See below
Inventory Full	<u>Details of the Full Version:</u> The Full version of the Inventory Management Module offers a comprehensive inventory management solution. It includes advanced features like geolocation services and digital photography of each occupied lot, providing a more detailed and extensive understanding of the cemetery's assets. This version is designed for clients requiring a deeper level of inventory insight and management capabilities.	We charge \$4.99 for each space, whether it's sold (used or unused) or reserved. Additionally, for spaces with multiple decedents, a charge of \$4.99 applies for

	<p><u>Full-Service Package Inclusions:</u></p> <p>Our full-service package complements the Full version of the Module, ensuring complete execution of the inventory management project. We deploy a representative to your site for comprehensive task management, including scanning up to three physical artifacts per record (additional charges apply for extra items), capturing detailed photographs of all spaces and headstones, and assigning precise geolocations to every space. This service elevates the standard functionalities of the Full version, ensuring a thorough and comprehensive record of the cemetery's assets.</p>	<p>each individual decedent. For instance, a space with two decedents will be billed at \$9.98, and a space with three will be \$14.97." An initial minimum charge of \$5,000 shall be applicable.</p>
<p>Work Orders Management</p>	<p>The Work Orders Management Module, integrated into the Cemetery Workstation software, is poised to orchestrate the lifecycle of work orders related to cemetery operations. This exhaustive module covers the creation, distribution, and tracking of work orders, ensuring seamless execution of daily tasks. It can convert both aftercare and interment arrangements into actionable work orders and enables the creation of ad hoc regular work orders, thus ensuring a responsive operational framework. Additionally, the module facilitates capturing before and after photographs via a mobile app, providing real-time, visual documentation of task completion</p>	<p>Free With Sales Management Module</p>
<p>Interment Arrangements</p>	<p>The Interment Arrangements Module, an integral component of the Cemetery Workstation software, is tailored to handle the logistical aspects of burials. This module oversees and manages burial scheduling, gravesite allocation, and communication with all parties involved, ensuring a smooth, respectful process. It also enables Funeral Homes to complete Interment Arrangements online, providing a digital platform for efficient coordination. With the integration of status tracking capabilities, digital notifications, and daily, weekly, and monthly views, this module allows for comprehensive oversight and effective management of burial schedules. It also incorporates time buffers between arrangements to ensure respectful and unhurried services.</p>	<p>Free With Sales Management Module</p>

Cremations Management	<p>The Cremations Management Module serves as a comprehensive digital platform for managing cremation processes. This module enables online cremation reservations from funeral homes and integrates a Stripe payment system for the secure and timely settlement of cremation fees. It provides real-time tracking of cremation stages and maintains transparency with funeral homes regarding the status and milestones of the cremations in their care. The module also automates the generation of all required cremation documents, thereby simplifying the documentation process. Additionally, it facilitates online scheduling of cremations, including the delivery date and time, witness services, and collection of the cremains. It expedites the formalization of cremation transactions through a digital documents feature, eliminating the need for physical documents. This module incorporates a dedicated mobile application, "MyCrematorium" available on both iPhone and Android platforms, providing portable crematorium management functionality.</p>	\$7 per arrangement
Public Solutions	<p>The Public Solutions module, a part of the All Funeral Services software suite, offers an array of capabilities designed to augment public access to cemetery information and services. It includes an Interactive Lot Selector, facilitating online exploration, selection, and purchase of cemetery properties and services, as well as scheduling sales appointments. The module also introduces a Genealogical Records Search, integrated into the cemetery's website, allowing families to locate decedents, access memorial pages, and engage in one-click aftercare transactions. Lastly, it includes a Website feature, acting as a comprehensive digital ecosystem that connects on-site sales, public search portals, and family portals, with the potential for custom development to tailor the content to the cemetery's unique values and needs.</p>	See Below

Interactive Lot Selector	The Interactive Lot Selector, a digital tool integrated into the cemetery's website, offers a real-time, interactive map of the cemetery. This tool is designed for user convenience, enabling visual exploration of available lots, mausoleums, and columbariums, complete with high-resolution images, descriptions, and locations. It provides a verification workflow for lot availability, allowing users to select and potentially purchase available plots and schedule appointments with cemetery staff.	Free With Sales Management Module
Genealogical Records Search	The Genealogical Records Search module, provided by All Funeral Services, is a specialized software feature that allows public access to the cemetery's burial records. It enables families and individuals to locate decedents across the entire cemetery. The feature integrates an interactive map, showcasing real-time status and locations within the cemetery. The module enhances the user experience by presenting memorial pages with monument images, GPS burial locations, and more. It also potentially facilitates revenue generation for the cemetery through one-click aftercare transactions. The Genealogical Records Search module is designed to foster a connection between families, their heritage, and the cemetery, upholding utmost efficiency and transparency.	Free With Inventory Management Module
Website	The Cemetery Website Module, provided by All Funeral Services, is a comprehensive digital solution tailored to enhance the cemetery's online presence through custom website design and development. The service includes a variety of features such as historical content, service descriptions, lot availability, geolocation-enabled dynamic maps, and searchable genealogical and burial records. The website will be device-agnostic, scalable and will utilize modern IT practices. Customization options will be available to ensure the website aligns with the cemetery's unique values and requirements. The Module will integrate key cemetery services into a single platform, facilitating a seamless user experience and efficient operations.	Free With Inventory Management Module

Aftercare	<p>The Aftercare Module is designed to foster post-sale revenue through the provision of digital aftercare and management services. These services primarily encompass monument care, including tasks such as cleaning, maintenance, repair, and restoration, as well as facilitating flower delivery and planting at memorial sites. By leveraging online platforms and automated digital communication tools, the Module enables sustained client engagement beyond the initial transaction, creating additional, consistent revenue streams for the cemetery. It also expands the cemetery's service offerings, fostering a holistic and ongoing relationship with clients.</p>	\$5 per Aftercare Order
Family Portal	<p>The Family Portal Module (the "Module") is a digital platform that provides a personalized online experience, enabling families to manage and view their purchased cemetery services, such as burial plots, records, and aftercare services. This includes an integrated system for ordering aftercare services and a comprehensive payment management system that handles both ad-hoc and recurring payments. The Module also incorporates a secure e-signature feature for digital signing of necessary documents. The aim of the Module is to foster an ongoing relationship between the cemetery and families, streamline service delivery, simplify account management, and enhance overall customer satisfaction.</p>	Free With Sales Management Module
Obituary	<p>The Obituary Module (the "Module") is a dedicated platform that allows families to create, share, and archive obituaries. This interface aids the creation of detailed and multimedia-enriched obituaries and enables their seamless distribution within and beyond the Module's community. For long-term storage, obituaries are securely archived within the system. To facilitate remembrance and respect and to contribute to the historical record of the cemetery community, a nominal fee is charged for placing an obituary on the cemetery's official website. This provision aims to foster a personal and communal space of comfort and historical significance while supporting the maintenance and operation of the digital platform.</p>	\$5 per Obituary Order

Item# 13



APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: <u>James Sterling</u>		
Street Address: [REDACTED]		
City: <u>Smithville</u>	State: <u>TX</u>	Zip Code: <u>78957</u>
Home email: [REDACTED]	Work email:	
Home Phone: [REDACTED]	Work Phone:	Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone ☒ Email ☐

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.
All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input checked="" type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: <u>3</u>
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DEMOGRAPHICS				
Education:				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input checked="" type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
Age Range:				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
Years in Smithville:				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input checked="" type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input type="checkbox"/> 20+

QUALIFICATIONS

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

2. How did you hear about this Board and/or vacancy?

The advisory board chairman (Sandy Meyersen) asked if I would consider applying

3. Please list experience and background relevant to the Board for which you are applying:

- ① Private Pilot/single engine land/over 50 years flying!
- ② Self employed in businesses over 40 years
- ③ I love the Smithville airport.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE

James Hervey

DATE

Nov. 16, 2023



**APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE
ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE**

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: <u>Kenneth Peck</u>		
Street Address: <u>[REDACTED] Powell Rd.</u>		
City: <u>Smithville</u>	State: <u>TX</u>	Zip Code: <u>78957</u>
Home email: <u>[REDACTED]</u>	Work email: <u>N/A</u>	
Home Phone: <u>[REDACTED]</u>	Work Phone: <u>[REDACTED]</u>	Cell Phone: <u>[REDACTED]</u>

Please indicate how you wish to be contacted: Phone ☐ Email ☒

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.
All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input checked="" type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: <u>9</u>
--	--

DEMOGRAPHICS				
Education:				
<input type="checkbox"/> HS/GED	<input checked="" type="checkbox"/> Some College	<input type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
Age Range:				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
Years in Smithville:				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input checked="" type="checkbox"/> 20+

QUALIFICATIONS

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

Yes. A Two Year Term.

2. How did you hear about this Board and/or vacancy?

Attending Board meetings

3. Please list experience and background relevant to the Board for which you are applying:

I have been a licensed pilot since 1967.

My full time occupation was flying for a living from 1979 - 2011.

I have based my airplane at Smithville since 1996.

I have owned a hangar at Smithville airport since 2009.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE Kenneth Z. Peck DATE 11-7-23



**APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE
ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE**

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: <u>Travis Hill</u>		
Street Address: [REDACTED]		
City: <u>Smithville</u>	State: <u>TX</u>	Zip Code: <u>78957</u>
Home email: [REDACTED]	Work email:	
Home Phone: [REDACTED]	Work Phone:	Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone _____ Email ☒

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.
All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input checked="" type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: <u>4</u>
--	--

DEMOGRAPHICS			
Education:			
<input type="checkbox"/> HS/GED	<input checked="" type="checkbox"/> Some College	<input type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School
Age Range:			
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input checked="" type="checkbox"/> 35-59	<input type="checkbox"/> 60+
Years in Smithville:			
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input checked="" type="checkbox"/> 10-19
<input type="checkbox"/> 20+			

QUALIFICATIONS

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

Yes Airport Advisory

2. How did you hear about this Board and/or vacancy?

Sandy Meyerson

3. Please list experience and background relevant to the Board for which you are applying:

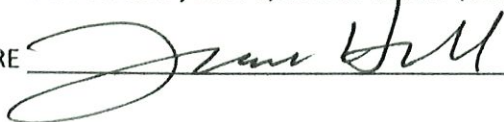
Private Pilot based in Smithville

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE



DATE

11.1.23

Item #16



APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: Leigh Killgore		
Street Address: 403 Romona Street		
City: Smithville	State: TX	Zip Code: 78957
Home email: [REDACTED]	Work email:	
Home Phone:	Work Phone: [REDACTED]	Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone ☒ Email ☐

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.
All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input checked="" type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Current Board Member Years of Service: _____
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DEMOGRAPHICS				
Education:				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input checked="" type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
Age Range:				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input checked="" type="checkbox"/> 35-59	<input type="checkbox"/> 60+	
Years in Smithville:				
<input checked="" type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input type="checkbox"/> 20+

QUALIFICATIONS

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

I have not previously served as a member of any City of Smithville Advisory Boards.

2. How did you hear about this Board and/or vacancy?

I heard about the P&Z Board through Joanna Morgan, City Council Member.

3. Please list experience and background relevant to the Board for which you are applying:

In Houston, Texas I served as the President of Super Neighborhood Council - 14, (SNC-14). SNC-14 is comprised of 7 neighborhoods. When I joined SNC-14 there was no leadership. The President resigned her position without notice. I stepped up and lead a three year effort to help mitigate flooding. I also joined TIRZ 12 as a Board member. SNC-14 met with City Council, P&Z, and the department of Public Works. Our goal was to insure that improved flood control ordinances were adhered to by the rapid redevelopment in a prior warehouse district. The high density residential development was occurring without oversight of new flood control - Chapter 19. One tremendous effort included annexing 800 acres into existing TIRZ 12. We accomplished that goal by touring the Mayor of Houston, Sylvester Turner; many COH Council Members and Public Works Department Directors; State Representatives, Harris County Judge, Lina Hidalgo; many Harris County Precinct Commissioners, and local TV and newspapers. The annexation was approved and will provide ~\$130M for flood improvement.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE  DATE 3/18/2023

Item # 17

Proposal for TCA Grant Application from Janus Lee

GRANT DEADLINE: January 16, 2024

This grant template reflects all the questions and requirements that will need to be uploaded to the TCA Portal.

NOTE: Ms. Lee did not provide all elements of the grant template provided. If selected, we will need to work with her to get more information in the format that TCA will require it.

Application Title: Smithville Sustainable Art Garden

STANDARD ANSWER: **Mission Statement:** Smithville's Richard D. Latham Cultural District Primary Partners (City of Smithville and Lost Pines Artisans 'Alliance) intend to use Arts, History, and Culture for Economic Development purposes to enhance the quality of life for residents and visitors through programming designed to highlight the Cultural District. The City of Smithville expects that promoting the Cultural District as part of an economic development strategy will support our goal of improving the quality of life for our citizens.

Priority Area: Natural Resources & Agricultural

Other choices – only one can be selected

- Economic Development
- Education
- Health and Human Services (including Veterans)
- Public Safety & Criminal Justice

Period of Support

Starting Dates - Begin: **April 1, 2024**

Ending Dates - End: **August 31, 2024**

Payment Date: **April 1, 2024**

Audience Information:

How many adults (over age 18) will be engaged in "in person": 5 Adults

How many children/youths (0-18 years) will be engaged in "in person": 8 Children

**Total Audience:* * 13 Total

Indicate if this proposal serves: Choose all that apply—by TCA definition, this only applies to Cultural Tourism

- Arts Education (Pre-K)
- Arts Education (K-12)
- Arts Education (teachers or adults)
- **Cultural Tourism**
- International exchange (artist or art; import or export)

By best estimates at this time, no single group makes up 25% or more of the population served directly by this project.

Population Served by Race/Ethnicity:

- (09) No single group makes up 25%

Population Served by Age:

- (09) No single group makes up 25%

Distinct Groups Served:

- (G) No single group makes up 25%

One sentence summary of the project (250 characters)

(No answer from Janus)

One-page organizational history: (approximately 400 words) STANDARD ANSWER

The TCA officially designated Smithville's Cultural District on September 5, 2013. A tremendous honor, this reflects the hard-working ethics and strong collaboration between the members of the Lost Pines Artisans Alliance (LPAA), the volunteer historians in the Smithville Heritage Society, the City of Smithville municipal government, and numerous community members and organizations. The City became the fiscal agent in March, 2016, and in October, 2019, the organization changed from a "steering committee" to a "liaison" structure that institutes no fewer than two public meetings per year intended to determine Cultural District projects and use of funds. The numbers for the Board include both the Mayor/City Council and the Lost Pines Artisans Alliance Board members. Staff include the LPAA Liaison, the City Liaison, the City Manager, the Library Director (the Department in which the Cultural District is housed at the City), the City's Community Engagement Coordinator, and the City's Finance Director. The Smithville Cultural District was formally named after Richard D. Latham, one of this town's most prolific patrons of the arts. Latham championed public arts projects like the Train Sculpture at Riverbend Park, the "Art on a Stick" program, outdoor murals, and many other endeavors. A long-time volunteer and past president of LPAA, Richard was the Chamber's Citizen of the Year in 2012. Richard coined the phrase "It's Possible in Smithville." The City is grateful for his service. Smithville is a small, rural community in Central Texas. The city limits extend about two miles in diameter, making things possible here that would be difficult to attempt at a larger scale. Smithville's Cultural District boundaries encompass roughly half of that land area. The Mary Nichols 'Art Center is at the heart of a geography that includes assets like the Veterans Memorial Park, Independence Park, the Heritage House, the LD Clark Writers 'Retreat, the James H. Long Railroad Park and Museum, the historic Central School, Red Brick building, Playhouse Smithville, and numerous galleries, artist studios and arts and crafts workspaces and shops. The City, the LPAA, Heritage Society, Public Library, Smithville Area Chamber of Commerce, and numerous other organizations and individuals continue to work diligently to provide our citizens and visitors with many rich cultural and artistic experiences including the Texas Photo Festival, the American Library Association/National Endowment for the Humanities 'Bridging Cultures program, the StoryCorps oral history project, the NEA-funded "Arts Bridging Community" public art projects, and other projects, events, and programs.

One-page project description (include specific information on the project including the key personnel, targeted audience, and goals): (approximately 400 words)

WHERE — Smithville Community Garden

WHAT — 'Make Gardening Cool Again' intends a permanent art installation at SCG with a painted vegetable mural. Through creative place-making we will beautify a public space, promote gardening, create a new Smithville destination for "selfies", and build a garden party or farm-to-table dinner setting initiated by community members.

To accomplish this, committed people of all ages and varying skill levels work and learn together with the benefit of free or donation-based art classes as we design and paint a giant vegetable mural. In this process, we explore the dynamics of growing food as well as learn mural painting skills.

KEY PERSONNEL-- Janus Lee is the originator of this project's vision and direction. As an experienced Creative Director, Janus is well-equipped to provide not only the creative vision but the practical site-specific design, the technical execution of this vision, and the overall experience that comes with collaboration with others, including input from Gardeners in the Smithville area.

Janus Lee, an award-winning artist, illustrator, and art educator works on various substrates in a variety of mediums. Since 2014, Janus has artwork permanently installed at The Hite Institute of Art (<http://louisville.edu/art/facilities-resources/> in Louisville, KY, as part of the International Honor Quilt (IHQ) — a community art project which traveled the world since 1983 in conjunction with the Judy Chicago Dinner Party Project. Janus continues exhibiting her work in various states, including Michigan, Florida, Oklahoma, and throughout Texas. Early in 2023, Janus created a 20' x 6' crosswalk mural, Flower to the People, in Bastrop, TX. Also in early 2023, Janus produced her one-woman art show in Elgin, TX: Native Americana: No Place Like Home. As the featured artist for the summer of 2022 at Lost Pines Art Center in Bastrop, you can see some of her work in this short video from her American Dreams: Lost & Found exhibit, here: <https://youtu.be/zslo1yPM2Rg>

PLAN FOR PUBLIC PARTICIPATION -- To involve the broadest range of Smithville residents possible, we plan to offer outdoor art classes in vegetable mural painting at SCG.

GOALS -- One goal of public art projects is that of bringing people of different ages and backgrounds together to learn from and enjoy one another. People working on individual aspects of a greater whole are seeing how valuable they can be in taking ownership of their own contribution.

(385 words)

How will this project attract cultural tourists to your Cultural District? (approximately 200 words)

CULTURAL TOURISTS: CULTURE + AGRICULTURE = ART

The process of creative space-making at Smithville Community Gardens will provide educational opportunities in practical arts education for people of all ages, abilities and backgrounds. This is especially beneficial for those wanting to better understand how food is produced.

This entire process provides growth opportunities for robust community engagement in Smithville, in part through free or donation-based art classes in the creation of our onsite murals. This includes those visiting Smithville at different stages of development in this project, as well as Smithville residents.

When completed, our creative space-making project will function as the start of a fair-weather outdoor event venue, extending current usage of SCG. Through collaboration with the greater Smithville community, we can foster a sense of ownership and a better environment of belonging. In so doing, we can provide an ongoing example of innovation in agriculture and other practical arts to benefit and inspire visitors to Smithville, as well as Smithville residents.

(162 words)

How will you track the economic impact of this project? (approximately 200 words)

(No answer from Janus)

How will you ensure the artistic quality of this project will be high? (approximately 200 words)

As an award-winning artist with 40 years' experience in a variety of art mediums and substrates, Janus Lee will direct the project planning and art execution at every stage of production. As needed or desired, other artists and/or art educators with relevant skills could also be involved in limited capacities under this same project direction.

Janus is an experienced educator using innovative practices and products in assisting others to grow into their best selves. She writes: "In the many jobs I've held, in art, healing, and on farms, the work that brings me the

most satisfaction is that which is productive. Artwork, like farming, brings something completely new into being, so there is a common thread in the end results. With both art and agriculture, there are big elements of uncertainty at various stages, which we learn to accept as a given, even a gift”.

“As a child, identifiable leaf shapes were one of the first things I ever drew with crayons. My artwork was shown at Prizer Arts & Letters *Farmer as Artist* exhibits in Austin for three consecutive years, reflecting my long-time botanical art bent. As an undergrad, I took every botany class possible for my B.A. degree in design, art, and biology. After working as a graphic artist, publication designer and illustrator, I changed my plans for a master’s degree in medical illustration and moved to Austin TX to complete a master’s degree in Asian Medicine more than 20 years ago”.

(244 words – over the limit)

Budget information from previous email – not provided in the format needed for the grant – I will work with Ms. Lee if she is selected to put it into the proper format.

From: Janus Lee <artofmedicine@gmail.com>

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

To: Jill Strube <JStrube@ci.smithville.tx.us>

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 to 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.

Required documents for submission of application:

- **Instructions:** Three letters of support are required. If you are using someone else’s property, they must provide a letter of support stating specifically that they allow you to use their property. If you are asking for match, the letters must commit to providing the match. All match MUST BE CASH! (No In Kind allowed). All letters must be attached. All must be dated within 2 months of the grant application deadline and all must be signed in ink or through DocuSign.
 - **Letter 1:** A draft of the letter from Smithville Community Gardens is included. Jim Horton will sign it before it is due to TCA.
 - **NO OTHER LETTERS HAVE BEEN PROPOSED**



Smithville Community Gardens

PO Box 644 / Smithville, TX 78957 / FB: "The Smithville Community Gardens"
Nonprofit Tax ID # 27-3320512

December 6, 2023

Dear TCA Selection Committee,

The Smithville Community Gardens, in support of Janus Lee's proposal for the Smithville Cultural District's January 2023 application for "Make Gardening Cool Again" by offering the exterior walls of the SCG Community Center as a "canvas" for her vegetable murals. In addition, we could host a "garden party" to celebrate the finished community art installation.

We welcome the opportunity to bring people to the SCG Community Center, and connecting it with the arts is one of the ways that could do just that.

Thank you for giving us this terrific opportunity to call attention to the importance of gardens in community and culture.

Sincerely,

Jim Horton, Garden Chair

TCA Grant Application: LPAA's Proposal

GRANT DEADLINE: January 16, 2024

This grant template reflects all the questions and requirements that will need to be uploaded to the TCA Portal.

Application Title: Nature of the Arts at MNAC

STANDARD ANSWER: **Mission Statement:** Smithville's Richard D. Latham Cultural District Primary Partners (City of Smithville and Lost Pines Artisans 'Alliance) intend to use Arts, History, and Culture for Economic Development purposes to enhance the quality of life for residents and visitors through programming designed to highlight the Cultural District. The City of Smithville expects that promoting the Cultural District as part of an economic development strategy will support our goal of improving the quality of life for our citizens.

Priority Area: Natural Resources & Agricultural

Other choices – only one can be selected

- Economic Development
- Education
- Health and Human Services (including Veterans)
- Public Safety & Criminal Justice

Period of Support

Starting Dates - Begin: April 1, 2024

Ending Dates - End: August 31, 2024

Payment Date: April 1, 2024

Audience Information

How many adults (over age 18) will be engaged in "in person": # 40

How many children/youths (0-18 years) will be engaged in "in person": # 20

**Total Audience: ** # 60

How many artists will be directly involved? # 6

Confirmed Artists: Bonny Joplin, Kerry Herbert, Brandy Royster, Robin Lively, Jessica Ries, Tina Broussard.
SCG: Jim Horton. Possibly Megan Lowery (Master Naturalist)

Indicate if this proposal serves: Choose all that apply—by TCA definition, this only applies to Cultural Tourism

- Arts Education (Pre-K)
- Arts Education (K-12)
- Arts Education (teachers or adults)
- **Cultural Tourism**
- International exchange (artist or art; import or export)

For the next set of questions, select all categories that, by your best estimate, make up 25% or more of the population served directly by this performance. Choose all that apply. **Choices in highlighted in red text are the likely populations that will be over 25%**

Population Served by Race/Ethnicity:

- (N) Native Indian/Alaskan Native
- (A) Asian
- **(B) Black/African American**
- **(H) Hispanic/Latino**
- (P) Native Hawaiian/Pacific Islander
- **(W) White**
- (G) No single racial/ethnic group makes up 25%

Population Served by Age:

- **(01) Children/Youth (0-18 years)**
- (02) Young Adults (19-24)
- (03) Adults (25-64 years)
- (04) Older Adults (65+)
- (09) No single group makes up 25%

Distinct Groups Served:

- (D) Individuals with Disabilities
- (I) Individuals in Institutions (hospitals, correctional facilities, shelters, etc.)
- (P) Individuals below the Poverty Line
- (E) Individuals with Limited English Proficiency
- (M) Military Veterans/Active-Duty Personnel
- (Y) Youth at Risk
- **(G) No single group makes up 25%**

One sentence summary of the project (250 characters)

"Nature of the Arts at MNAC" is a community-forward project that will 1) beautify the Mary Nichols Art Center, calling attention to it as a premiere space and venue for creativity and the Arts, and 2) educate the community about our agricultural history, the "Story of the Seed," landscaping as art, and artistic techniques of using natural materials in large collage, multi-media format.

One-page organizational history: (approximately 400 words) STANDARD ANSWER

The TCA officially designated Smithville's Cultural District on September 5, 2013. A tremendous honor, this reflects the hard-working ethics and strong collaboration between the members of the Lost Pines Artisans Alliance (LPAA), the volunteer historians in the Smithville Heritage Society, the City of Smithville municipal government, and numerous community members and organizations. The City became the fiscal agent in March, 2016, and in October, 2019, the organization changed from a "steering committee" to a "liaison" structure that institutes no fewer than two public meetings per year intended to determine Cultural District projects and use of funds. The numbers for the Board include both the Mayor/City Council and the Lost Pines Artisans Alliance Board members. Staff include the LPAA Liaison, the City Liaison, the City Manager, the Library Director (the Department in which the Cultural District is housed at the City), the City's Community Engagement Coordinator, and the City's Finance Director. The Smithville Cultural District was formally named after Richard D. Latham, one of this town's most prolific patrons of the arts. Latham championed public arts projects like the Train Sculpture at Riverbend Park, the "Art on a Stick" program, outdoor murals, and many other endeavors. A long-time volunteer and past president of LPAA, Richard was the Chamber's Citizen of the Year in 2012. Richard coined the

phrase "It's Possible in Smithville." The City is grateful for his service. Smithville is a small, rural community in Central Texas. The city limits extend about two miles in diameter, making things possible here that would be difficult to attempt at a larger scale. Smithville's Cultural District boundaries encompass roughly half of that land area. The Mary Nichols 'Art Center is at the heart of a geography that includes assets like the Veterans Memorial Park, Independence Park, the Heritage House, the LD Clark Writers 'Retreat, the James H. Long Railroad Park and Museum, the historic Central School, Red Brick building, Playhouse Smithville, and numerous galleries, artist studios and arts and crafts workspaces and shops. The City, the LPAA, Heritage Society, Public Library, Smithville Area Chamber of Commerce, and numerous other organizations and individuals continue to work diligently to provide our citizens and visitors with many rich cultural and artistic experiences including the Texas Photo Festival, the American Library Association/National Endowment for the Humanities 'Bridging Cultures program, the StoryCorps oral history project, the NEA-funded "Arts Bridging Community" public art projects, and other projects, events, and programs.

One-page project description (include specific information on the project including the key personnel, targeted audience, and goals): (approximately 400 words)

Over a decade ago, then-LPAA President Cammy Snyder worked with local artists to cover the Mary Nichols Art Center with paintings to make it more eclectic, interesting, and artistic. These paintings were removed about two years ago to repaint the exterior of the building — a much-needed renovation to protect the house from the elements. "Nature of the Arts at MNAC" is a community-forward project that will beautify the Mary Nichols Art Center with several large works of art again. It will bring attention to the building as a premiere venue for creativity, and will educate the community about our agricultural history and artistic techniques of using natural materials in large "collage by numbers" multi-media artwork using seeds, dried flowers, grasses, feathers, shells, and other natural resources, which will be sealed prior to installation to ensure longevity. The City will install with their bucket truck. LPAA artists will coordinate the classes and educational sessions. One or more framed artwork will be offered as a "selfie stop" to draw more people to the Arts Center. A supplemental landscaping project will tie elements together.

Key Personnel: Bonny-Lynn Joplin (LPAA Secretary), will lead the project and coordinate educational classes and ensure that MNAC or other venues are open for work sessions during the project. Brandy Royster (President) and Kerry Herbert (Board Member) will assist.

Jim Horton (SCG Board Member) and a member of the Master Naturalists (TBD) will lead classes and work sessions connected to agricultural knowledge (the "Story of the Seed"). They will work with volunteers to landscape the grounds using native species that are celebrated in the artwork.

Jill Strube, Grants Administrator for the City of Smithville, will manage required activities and reports related to the grant.

Targeted Audience: Community members in Smithville of all ages and abilities. In particular, this project will coordinate classes and work sessions with our local Nursing Home, our school district (especially through the ACE After School program and the Junior and Senior High School Art teachers), and the moms and kids who already participate in classes and workshops at the SCG Community Center.

Goals: 1) Conduct a community-wide Arts program, reaching out to all ages, abilities, and demographics in Smithville. 2) Re-establish MNAC's identity by beautifying this historic building. 3) Instill an appreciation and knowledge of natural resources and agriculture through educational opportunities linking Agriculture to Art, using the "Story of the Seed" program to reach the community.

(400 words)

How will this project attract cultural tourists to your Cultural District? (approximately 200 words)

Like the famous “Corn Palace” in Mitchell, SD, these nature-based works of art will draw people who are interested in the story tying Smithville to its agricultural roots. Linking this to a project already in the works, “Sharing Your Story” — an oral history of local agriculture and food culture using the StoryCorps model — this project will attract tourists who are interested in an agrarian history and culture, and are curious to see the collages in person. The coordinators will host at least two major events: 1) a kick-off event for the public to describe the project and invite participation and 2) a reception at the MNAC at the end of the project to celebrate its completion, the artists, and the community members who participated in the program. These events will be open to the public and marketed externally to encourage people interested in Ag-Tourism to attend. In addition to being a selfie stop, this project will cultivate outreach for future art students and LPAA members.

(165 words)

How will you track the economic impact of this project? (approximately 200 words)

Smithville is a growing community and this project celebrates its “growing nature” in all sense of the words. One or more of these large collages will be located on the building to encourage people to take selfies using the hashtag #AgArtMNAC and promoting a short survey that can be collected through a QR Code. This project will kick off the “Selfie Stop” concept, whereby LPAA will encourage people to stop and explore an art garden with opportunities for special selfies, and thereby learn more about Smithville, the LPAA and MNAC, and about art classes and opportunities to participate in public art projects. The survey will ask about when they stopped, where they are from, whether they shopped or dined in town, if they stayed the night, if they would recommend Smithville to their friends, and other relevant questions.

(138 words)

How will you ensure the artistic quality of this project will be high? (approximately 200 words)

The Lost Pines Artisans Alliance was established as a 501c3 in 1996. This longstanding all-volunteer artist organization will be in charge of coordinating art production, including managing the artists who will lead classes in technique and create the designs that will be presented to the community for their “collage by numbers” approach to making the artwork for the building. Using this approach, LPAA will work with local artists to design several large multi-media collages. The artists will submit their designs to LPAA for approval. They will sketch out approved designs on plywood squares, which will be taken to various community groups and offered during open sessions for community members to adhere different natural materials (seeds, feathers, seashells, and so on — some may be dyed for effect) following the artist’s instructions. We expect to see pastoral landscapes, pollinators, fields of various crops (for example, cotton), longhorns, people working in the fields, and other agriculture-related scenes.

(154 words)

Financial Information

Project Budget – Income – all categories provided	
Income from programs (revenues from box office, admissions, memberships, tuition, class/workshop fees)	\$xxx
Fundraising proceeds (net proceeds from gala/fundraiser/concessions/art sales/space rentals)	\$xxx
Direct cash contributions from individuals	\$xxx
Business/corporation support (LPAA + Sponsorships)	\$2,750
Foundation support	\$xxx
TCA request	\$2,750
Government support (local, county, state, federal)	City will not need to pay for this project \$xxx
Other support:	
Total	\$5,500
Project Budget – Expenses – all categories provided	
Administrative salaries, contracts, benefits	\$1,000
Artistic salaries, contracts, benefits	\$3,000
Facility Costs	\$xxx
Marketing & Promotion	\$500
Program/Exhibit production costs	\$1,000
Other expenses:	\$xxx
Total	\$5,500

Difference between income and expenses: \$0.00

Notes to the budget:

Expenses:

Contracts for Service: \$1,000. Jim Horton and a TBD Master Naturalist will be provided stipends of \$500 each to run classes about the seeds and other natural elements that will be used in the artwork, and will teach participants about planting the native seeds and starts connected to the landscaping project.

Artistic Contracts: \$3,000. Six artists will be provided \$500 stipends to run the art classes, keep the Mary Nichols house open for studio sessions, and to work with community groups to bring art sessions out into the community.

Marketing/Promotion: \$500. Funds for creation of fliers/social media (contract work), FB Boosts and printing.

Program/Exhibition: \$1,000. Plywood, brushes, framing, sealant, adhesive, other related supplies.

Revenue:

TCA: 50% of the project costs

LPAA & Sponsorships: The LPAA will provide funds through the Cultural District account, to potentially include funds that have already been collected and possibly new sponsorship funds, with the intention of getting new sponsors for better visibility and promotional opportunities.

Required documents for submission of application:

- **Instructions:** Three letters of support are required. If you are using someone else's property, they must provide a letter of support stating specifically that they allow you to use their property. If you are asking for match, the letters must commit to providing the match. All match MUST BE CASH! (No In Kind allowed). All letters must be attached. All must be dated within 2 months of the grant application deadline and all must be signed in ink or through DocuSign.
 - **Letter 1:** The letter from the Yarn Bombers is included.
 - **Letter 2:** A draft of the letter from Smithville Community Gardens is included. Jim Horton will sign it before it is due to TCA.
 - **Letter 3:** Judy will contact Megan Lowery from Master Naturalists. She or someone there will very likely sign a letter because their mission is to educate the public through programs like this.

December 7, 2023

Dear TCA Selection Committee,

As a member of the Smithville Yarn Bombers, I am fully engaged in providing whimsical and beautiful temporary works of art throughout the town. We have yarn bombed light posts, bicycles, and restaurants; we did a 40 feet by 8.5 feet yarn mural, and we have most recently added yarn bombed chairs to the streetscape.

Our organization was provided a small grant from the City of Smithville's Cultural District fund to create a project we are calling Planting Joy, whereby we will collect 2 x 2 ft squares from yarn artists across the country using a theme of plants and flowers.

Last year, the City also worked on a community-driven project through the LPAA called "Unity in Bloom." The community, from as young as four and as old as 83, drew and painted flowers that were included in the border of a new "Welcome to Smithville" sign.

As a community, we are on a roll in tying nature to artwork, and this proposed project will be an integral part of that movement. Smithville is a growing community, in all senses of the word. People are moving here. Many of our residents cultivate their own gardens and have a rich agricultural heritage. And we all seem to be in the process of expanding and exploring different ways of nurturing our community.

"Nature of the Arts at MNAC" is a fantastic project that will draw great attention to the jewel at the center of Smithville's Richard D. Latham Cultural District. It will provide additional opportunities for anyone to join in the creative process, and will help cement that sense of place, showcasing the Mary Nichols Art Center as a premiere venue for art classes, meetings, and various other activities. Our Yarn Bomber group meets every other week in what we lovingly refer to as the "conservatory" because of its large windows.

Our group commits to participating in this project by providing assistance when needed. Specifically, we will ensure the MNAC can be open for work sessions, and we will help to secure the natural materials that will be needed for this large-scale art project.

Thank you for your consideration of Smithville for this amazing opportunity.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Monica Ross', with a long horizontal flourish extending to the right.

Monica Ross
SYB Founder and Treasurer



Smithville Community Gardens

PO Box 644 / Smithville, TX 78957 / FB: "The Smithville Community Gardens"
Nonprofit Tax ID # 27-3320512

December 5, 2023

Dear TCA Selection Committee,

The Smithville Community Gardens wholeheartedly supports the Smithville Cultural District's January 2023 application for "Nature of the Arts at MNAC" and its mission of providing an agriculturally-oriented educational component.

This project will take "old" seeds and use them as materials for collages on the Mary Nichols Art Center. We commit to offering no less than three sessions at the SCG Community Center at Lee and SW 2nd Street that will teach what those seeds would become if they were planted. We will also help the LPAA find companies that will donate the old seeds (seeds that are past their expiration date and are less fertile). Additionally, we will help participants work with the new native seeds that will be used in landscaping around MNAC.

We are very excited about this project. We have been working in many ways to merge the SCG Community Center with the arts, and this is one of the most direct ways we can think of that would do just that.

Smithville has an extensive agricultural heritage. Having been built on the bow of the Colorado River, land here has always been a great producer for Smithville's residents. At SCG, our mission is to education the community about the best plants, the best places for them, and the best way to cultivate and harvest them. We are teaching people how to garden for sustenance, for health, and for community.

Thank you for giving us this terrific opportunity to call attention to the importance of gardens in community and culture.

Sincerely,

Jim Horton, Garden Chair

Item #19

ORDINANCE 2022-619

AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING CHAPTER 12 TRAFFIC AND VEHICLES ORDINANCE, ARTICLE 12.200 CONTROL DEVICES OF THE CITY OF SMITHVILLE CODE OF ORDINANCE REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Smithville, Texas, a General Law Type A incorporated municipality and operating under the Laws of the State of Texas;

WHEREAS, the City of Smithville has the authority to adopt rules and regulations governing the control of traffic devices;

WHEREAS, the City of Smithville Council deems it necessary and in the best interests of the public to add a two-way stop at the intersections listed below for the safety and well-being of the citizens of Smithville:

NW and SE corners of Burleson and NE 6th St.

SW and NE corner of Burleson and NE 7th St.

NW and SE corner of Burleson and NE 8th St

NE corner of Burleson and NE 9th St.

NE and SW corner of Hudgins and NE 6th St.

NW and SE Corner of Hudgins and NE 7th St.

NE and SW corner of Hudgins and NE 8th St.

NW and SE corner of Hudgins and NE 9th St.

NE corner of Colorado and Charleston Blvd

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS THAT:

- 1. Findings of Fact.** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- 2. Enactment.** Chapter 12 Traffic and Vehicles Ordinance, Article 12.200 Control Devices of the Smithville Code of Ordinances the City of Smithville, Texas is amended by adding:

Section I. The two-way stop will be added to the Traffic Control Schedule, (stop signs) see Exhibit “A” for the map of the location.

Section II. The City Secretary of the City of Smithville is hereby directed to publish the caption of this Ordinance in the official newspaper of the City of Smithville as the law in such cases provides, and it is accordingly so ordained.

Section III. This Ordinance shall become effective ten (10) days from and after the date of its approval, adoption, and publication as provided by law.

3. **Repealer.** All ordinances, resolutions, or parts thereof, that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.
4. **Severability.** Should any section, subsection, sentence, provision, clause, or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance, and same are deemed severable for this purpose.
5. **Effective Date.** This Ordinance shall be effective as of the date of adoption.

PASSED, APPROVED, AND ADOPTED THIS 11th DAY OF DECEMBER, 2023.

APPROVED:

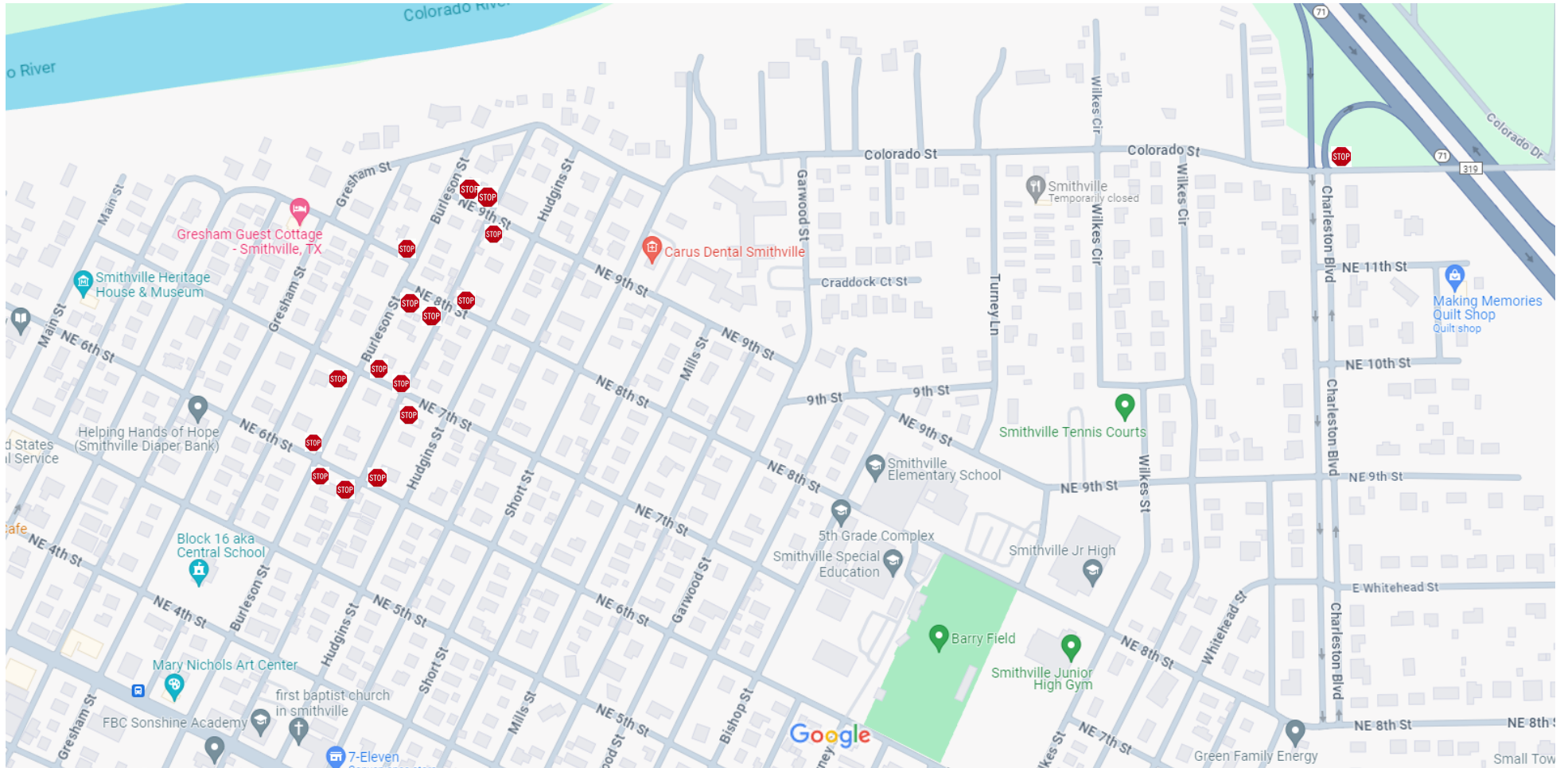
Sharon Foerster, Mayor

ATTEST:

Jennifer Lynch, City Secretary

EXHIBIT "A"

Google Maps



Map data ©2023 200 ft

Item #20

ORDINANCE NO. 2023-642

AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING SECTION 3.08.009, CITY OF SMITHVILLE CODE OF ORDINANCES TO ALLOW AND REGULATE USE OF SIDEWALKS BY MERCHANTS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend Section 3.08.009, Code of Ordinances, City of Smithville, Texas to require merchants using public sidewalks to maintain adequate clearance, and establish other rules for use of the public sidewalks;

WHEREAS, the City Council finds and determines that adoption of this Ordinance promotes the health, safety, and welfare of the public; and

WHEREAS, the City Council finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS THAT:

1. **Findings of Fact.** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
2. **Enactment.** Section 3.08.009, Code of Ordinances, City of Smithville, Texas is amended as set forth in Exhibit A.
3. **Repealer.** All ordinances, resolutions, or parts thereof that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.
4. **Severability.** Should any section, subsection, sentence, provision, clause, or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and same are deemed severable for this purpose.
5. **Effective Date.** This Ordinance shall be effective as of the date of adoption.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____, 20__.

APPROVED:

Sharon Foerster, Mayor

ATTEST:

Jennifer Lynch, City Secretary

EXHIBIT A

Section 3.08.009, Code of Ordinances of the City of Smithville, Texas is amended and restated in its entirety to read as follows:

§ 3.08.009 Occupation of sidewalk by merchants

Notwithstanding anything in this article to the contrary, a business may use public sidewalks in accordance with the following:

- (a) A business may conduct a limited outdoor display of freestanding goods and materials on that portion of the sidewalk in front of the storefront or façade of the business only. Such goods and materials may not encroach onto that portion of the sidewalk in front of property adjacent to the business.
- (b) Nothing may be attached to or affixed to the sidewalk.
- (c) Items may only be placed in a manner that provides at least 48 inches of a clear pedestrian path on the sidewalk and that otherwise complies with all local, state, and federal accessibility requirements, including those contained in the Americans with Disabilities Act.
- (d) By placing items on the sidewalk, each business agrees: (1) that it is solely responsible for complying all local, state, and federal accessibility requirements, including those contained in the Americans with Disabilities Act and is solely liable for any such violations; and (2) to indemnify, defend, and hold harmless the City of Smithville and all of its officers, employees, and agents from any claim, damages, or costs (including attorney fees) related to the display of such items.
- (e) If the City Manager or designee thereof determines, in the sole, unfettered discretion of the City Manager or designee thereof, that any items placed on the sidewalk are in violation of any local, state, or federal regulation or are a detriment to the public health, safety, or welfare, then the business must remove such items upon request by the City. Such items may only be returned to the sidewalk upon the written approval of the City Manager or designee thereof.
- (f) Obstruction of any building entrance or required emergency ingress and egress point is prohibited.
- (g) The following items may not be placed on a sidewalk under this section:
 - (1) Tents, or screen enclosures above 48 inches as measured from the walking surface of the sidewalk.
 - (2) Portable generators, propane heaters, or cooking equipment such as barbecue grills.

- (3) Signage that does not otherwise comply with the City of Smithville Code of Ordinances.
- (4) Any item that creates a trip hazard.

Item #21

Smithville URA
Business Relocation Plan for 1674 NE Loop 230

The City of Smithville has identified a property at 1674 NE Loop 230, Smithville, TX 78957 that it seeks to acquire for a GLO CDBG-MIT project. The property is currently owned by Joseph Quitta and is rented to Ronnie Sheppard who runs a small woodworking business.

The city has developed this Relocation Plan to ensure the fair and equitable treatment of Mr. Sheppard in relocating from the site. The Plan details the steps the City will take, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) guidelines, to provide advisory and financial assistance to Mr. Sheppard for moving and re-establishment expenses and to compensate the business owner fairly.

A. Project: GLO-MIT 22-085-020-D256

- The City of Smithville shall construct one regional detention pond, install new storm sewer systems to connect to the regional pond, and upgrade/extend the City's existing storm sewer with associated pavement repair, and complete all associated appurtenances. Construction shall take place at the following locations, including mid-point coordinates for each segment.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Northeast/Northwest 2 nd Street Drainage Improvements: # 1	Along Northeast and Northwest 2 nd Street from Gresham Street to Ramona Street (Lat 30.007441, -Long 97.159577)	1,100 LF	9507.00	3,4
Northeast/Northwest 2 nd Street Drainage Improvements: #2	Along Ramona Street from the intersection of Northwest 2 nd Street southward for 80' (Lat 30.007968, Long 97.161074)	80 LF		
Northeast/Northwest 2 nd Street Drainage Improvements: #3	Along Main Street from the intersection of Northwest 2 nd Street southward for 80' (Lat 30.007571, Long 97.160123)	80 LF		
Northeast/Northwest 2 nd Street Drainage Improvements: #4	Off Northeast 2 nd Street near alley between Main Street and Olive Street southward for 80' (Lat 30.007348, Long 97.159551)	80 LF		

Northeast/Northwest 2 nd Street Drainage Improvements: #5	Along Olive Street beginning 155' north of the intersection of Northeast 1 st Street (Lat 30.007223, Long 97.159068)	390 LF	9507.00	
Northeast/Northwest 2 nd Street Drainage Improvements: #6	Off of Northeast 2 nd Street along an unnamed road between Gresham Street and Olive Street southward for 80' (Lat 30.006944, Long 97.158607)	80 LF		
Northeast/Northwest 2 nd Street Drainage Improvements: #7	Along Gresham Street beginning 155 north of the intersection of Northeast 1 st Street (Lat 30.006828, Long 97.158076)	390 LF		
Southeast Drainage Improvements: #1	Beginning at Willow Creek (Lat 29.992331 Long 97.144883) and extending north 320 linear feet (Lat 29.993239 Long 97.144928) and then turning west 850 linear feet to Bunte Street (Lat 29.993197, Long 97.147614).	1,170 LF		
Southeast Drainage Improvements: #2	Along Bunte Street (Lat 29.993197 Long 97.147614) extending north 1,400 linear feet to SE 4 th Street, (Lat 29.997042 Long 97.147689), then west 100 linear feet (Lat 29.997169 Long 97.147953), and then north 950 linear feet to SE 1 st Street (Lat 29.999503 Long 97.146642).	2,450 LF		
Southeast Drainage Improvements: #3	Along Southeast 4 th Street (starting at the intersection with Bunte Street) southeastward to the end of the street. (Lat 29.995989 Long 97.145211)	870 LF		
Southeast Drainage Improvements: #4	Along Southeast 2 nd Street (starting at the intersection with Bunte Street) northwestward to Miller Street (Lat 29.999517 Long 97.149108)	700 LF		

4 th -6 th Street Drainage Improvements: #1	Along Northeast 5 th Street from Short Street eastward to Garwood Street. From Garwood and Northeast 5 th Streets along Garwood northward to Northeast 6 th Street thence eastward to Bishop Street. (Lat 30.007253, Long 97.151844)	1,380 LF		
4 th -6 th Street Drainage Improvements: #2	From the intersection of Garwood Street and Northeast 5 th Street along Garwood southwestward to Northeast 4 th Street thence eastward to Turney Street (Lat 30.006238, Long 97.151918)	1,050 LF	9507.00	3,4
4 th -6 th Street Drainage Improvements Byrne Street	Along Byrne Street northward from Northeast 5 th to Northeast 6 th Midpoint (Lat 30.006417, Long 97.148743)	300 LF		
Loop 230 Regional Detention Pond	Between Loop 230 and Woodress Lane 760' southwest of Faulkner Road (Lat 29.997844, Long 97.140231)	One (1) Public Facility		
Loop 230 Pond's Drainage Improvements #1	Along Oak Meadows Drive 125' west of Leuders Lane beginning on the north side of Oak Meadows Drive crossing to the south side then westward to Faulkner Road thence southward to Loop 230 (Lat 30.001301, Long 97.139206)	1,030 LF		
Loop 230 Pond's Drainage Improvements #2	Along Faulkner Road north of Oak Meadows Drive for 25' (Lat 30.001402, Long 97.139064)	50 LF		
Loop 230 Pond's Drainage Improvements #3	From Loop 230 75' from the intersection with Faulkner Road northwestward for 300' thence southwestward for 500' (Lat 29.999857, Long 97.139978)	900 LF		



- **Estimated Project Schedule**

Project Phase	Start Date	Length (months)	Completion Date
Acquisition	9/1/2023	4	1/31/2024
Bid Advertisement	3/1/2024	1	3/31/2024
Contract Award	4/1/2024	1	4/31/2024
Notice to Proceed	5/1/2024	1	5/31/2024
Construction	6/1/2024	7	12/31/2024
Construction Completion	1/1/2025	1	1/31/2025

B. Notices: The City of Smithville has provided timely and adequate written notice to the property owner and business owner that is being displaced by the project. Notices were hand delivered and/or sent by certified mail. The following notices were provided:

- Notice of Intent to Acquire (notice to owner of acquisition)
- General Information Notice (GIN) – 9/22/2023
- Notice of Relocation Eligibility (NOE) – 10/26/2023

- Relocation Assistance to Displaced Businesses, Nonprofit Organizations and Farms (HUD-1043-CPD) (Spanish version Asistencia Para la Reubicación a Negocios, Organizaciones sin Fines de Lucro y Granjas Desplazados - HUD-1043-CPD-1) – 9/22/2023
- 90 Day Move Notice – 10/26/2023

C. Replacement business locations will be identified based on the specific needs of the business in terms of:

- The number of employees
- Amount and type of space required (office, manufacturing, warehouse, etc.)
- Special features needed (layout, power supply, plumbing, HVAC, etc.)
- Accessibility requirements
- Proximity to suppliers, customers, transit, etc.

If possible, a minimum of three potential replacement sites meeting the business' specifications will be provided.

D. Ongoing advisory services will be provided to the displaced business to determine their relocation needs, identify options, and provide information on assistance available.

E. Langford Community Management Services to conduct an on-site survey of occupants – On-Site interview was held on September 22nd, 2023, at 10:00 AM with tenant.

F. Determine of manner and methods to relocate and re-establish business:

- Payment in Lieu
- Replacement site requirements
- Personal property inventory
- Moving options (fixed or actual)

G. Project Budget: Total GLO Funds: \$819,030.00

Total Other Funds: \$130,970.00

Total: \$950,000.00

H. Appeals:

(1) General Policy

The City of Smithville is responsible for responding to complaints and appeals in a timely and professional manner. The City of Smithville will keep a record of each complaint or appeal that it receives to include all communications and their resolutions. The appeal must be filed in writing within 60 days of receiving written notice of the City's determination.

When a complaint or appeal is received, a representative from the City of Smithville will respond to the complainant or appellant within thirty (30) days where practicable. For expediency, the City of

Smithville shall utilize telephone communication as the primary method of contact; however, email and postmarked letters will be used as necessary.

If the entity is dissatisfied with the appeal determination, they may request an administrative hearing. An independent hearing officer will conduct a formal review and issue a decision. Under certain circumstances, appeals can also be taken to the courts following the administrative process. A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.

(2) Responsibilities

The City of Smithville is responsible for (1) determining if complaints and appeals relate to the business or authority of the subrecipient, (2) ensuring that a response to all complaints and appeals are within the appropriate time frame (a final response must be provided within 15 working days of the receipt of the final complaint need for additional time), and (3) ushering all complaints and appeals through to a resolution.

The City of Smithville will maintain internal procedure(s) for handling incoming complaints, including a complaint escalation process to ensure that complaints are handled at the earliest stage in the process.

(3) Documentation

Documentation for each complaint or appeal must be maintained. Each file must include the following:

- Contact information for the complainant;
- Initial complaint;
- Address and GLO assigned project number (if applicable);
- Any communications to ad from complainant or appellant;
- Results of the investigation, together with any notes, letters, or other investigative documentation;
- The date the complaint or appeal was closed; and
- Any other action taken.

I. Recordkeeping:

- Maintain individual files for each displaced person/entity. Include documentation related to notices, advisory services, inspections, reimbursement claims, and appeals.
- Retain copies of all notices, correspondence, and forms provided to displaced persons/entities.
- Keep detailed documentation of advisory services provided, such as meeting notes, site visit reports, and referrals.
- Retain copies of all claims forms and documentation submitted to support claims.
- Keep records of all relocation payments, including fixed payment calculations.

- Document any exception payments or situations that deviate from standard URA procedures.
- Maintain records related to appeals, hearings, and determinations.
- Retain acquisition and displacement records for at least 3 years after final payment. For projects receiving federal funds, applicable federal record retention requirements should be followed.
- Develop a standardized filing system and forms to streamline record keeping and retrieval.
- Maintain records in a secure location with limited access to protect confidentiality.
- Backup files through scanning or digital copies in case of loss or damage.
- Assign dedicated staff the responsibility of maintaining organized URA records.

Appendix

Notice of Intent to Purchase

General Information Notice

Notice of Eligibility – Non-residential

HUD Brochure 1043-CPD

Ninety (90) Day Move Notice

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 12, 2023

Mr. Ronnie Sheppard
1674 NE Loop 230
Smithville, TX 78957

SUBJECT: Notice of Eligibility for URA Relocation Assistance – NON-RESIDENTIAL

Dear Mr. Sheppard:

On September 22, 2023, we notified you of our proposed project and that your business located at 1674 NE Loop 230, Smithville, TX 78957 may be displaced as a result of that project. On November 29, 2021, the project was approved and will be receiving HUD funding assistance under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation (CDBG-MIT).

It has been determined that your business will be displaced by the project. Since your business is being displaced in connection with this federally funded project, you will be eligible for relocation assistance and payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). This is your Notice of Eligibility for relocation assistance. **The effective date of your eligibility is November 29, 2021.** (NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

To carry out the project, it will be necessary for you to move. You will be provided with written notice of the date by which you will be required to move. This date will be no less than 90 days from the date of such notice. Enclosed is a brochure entitled, "*Relocation Assistance to Displaced Businesses, Nonprofit Organizations and Farms.*" Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments. Do not move or commit yourself to renting or purchasing a replacement location at this time. A representative of the Agency will assist you with planning for your move and help ensure that you preserve your eligibility for all relocation payments for which you may be entitled. Some of the relocation assistance for which you are entitled includes, but is not limited to:

- A) Relocation Advisory Services to help you find a suitable replacement location and to provide other assistance in connection with your move.
- B) Payment for Moving and Reestablishment Expenses. You may be eligible for:
 - (1) A payment for your actual reasonable moving and related expenses; including payment for reestablishment expenses of up to \$10,000, or
 - (2) A fixed moving payment for your actual reasonable and necessary moving and re-establishment expenses. The fixed moving payment ranges from a minimum of \$1,000 to a maximum of \$20,000 depending on a number of factors.

(continued)

If you have any questions about this letter and your eligibility for relocation assistance and payments, please contact Robert Tample, City Manager at 512-423-9390 / 317 Main Street, Smithville, TX 78957.

Remember, do not move or commit to the purchase or lease of a replacement location before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Respectfully,



Sharon Foerster, Mayor

317 Main Street

Smithville, TX 78957

(512) 237-3282

Item #23

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: December 8, 2023
RE: November Financial Reports

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

- ❖ 2007 CO's debt service payment to Frost Bank - \$317,655
- ❖ annual payment for Avinext IT services - \$19,999
- ❖ annual fire runs payment for the SVFD - \$21,005
- ❖ annual TCEQ permit fees for Gazley & Willows WWTP - \$4,572
- ❖ annual SCT Broadband internet access & data services fee - \$11,025
- ❖ N-Line Utilities contractor services for the Grove - \$16,633
- ❖ purchase of transformers and electrical supplies - \$31,091
- ❖ auditor services (interim audit) - \$8,760
- ❖ construction services to relocate sewer line on 7th Ave - \$6,000
- ❖ purchase of 5 pagers for SVFD - \$2,945
- ❖ BEFCO engineering services for FM 153 Truck Stop - \$2,860
- ❖ A/C repairs at Recreation Center - \$1,923
- ❖ tree service at 500 Yeager, 203 Taylor St, & 152 FM 2571 - \$3,700
- ❖ 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 Techline, Smithville Auto Parts, Paige Tractors, Grainger, Avinext, and RES (laptop, gates, tire balancer, weed eaters, etc.) - \$20,757
- ❖ H & H Door - Maintenance at City Warehouse: \$3,400

Grant expenditures included:

- ❖ St David's Foundation Community Engagement Coordinator: program expenses - \$2,392
- ❖ St David's Foundation Libraries for Health: Common Thread at the Gardens project and mental health books - \$2,850
- ❖ Methodist Healthcare Ministries, Building Community Resiliency: DeSela Consulting - \$15,000
- ❖ TxDOT Transportation Alternatives Set-Aside (TASA) Main St ADA Ramps & 1st St Sidewalk Grant: BEFCO Engineering fees - \$5,000
- ❖ HOME Grant: construction and Langford Management services (4 homes) - \$83,005
- ❖ State of Texas, Tx DOT SH 95 Expansion, Water/Wastewater Project: BEFCO engineering services - \$4,020

Have a great weekend,

Cynthia

ESTIMATED FUND BALANCES

@ November 30, 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) @ November 30, 2023
Revenues Over/Under Expenditures \$10,156

Estimated Fund Balance @ November 30, 2023 \$1,599,237

Estimated Fund Balance Over/Under Recommended (\$32,277)

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) @ November 30, 2023
Revenues Over/Under Expenditures (\$385,200)

Estimated Fund Balance @ November 30, 2023 \$1,960,707

Estimated Fund Balance Over/Under Recommended (\$119,507)

**CITY OF SMITHVILLE
CASH BALANCES & RESERVES**

@ 11/30/23

@ 11/30/22

CASH OPERATING ACCOUNTS:

General Fund	96,527	39,359
Utility Fund	39,386	56,694
Credit Card Pmts	280,824	280,824
Economic Development (IDF)		0
Fireman's Pension	27,656	27,656
HOMES Grant Fund	241	241
HRA Trust Fund	37,667	37,667
Library Contributions Fund	198,279	198,279
Railroad Park	814	814
TxCDBG Project	61	61
COPS Hiring Program Grant	0	0
Police Seized Assets	6,812	6,477
Grants Account	41,546	31,565
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Friends of Smithville	1,722	3,802
Independence Park	6,342	6,030
Smithville Tx Veterans Memorial Park	9,037	14,581
Coronavirus Local Fiscal Recovery	222,131	549,012
GLO CDBG-MIT Grant	265	76
Total Cash on Hand	969,310	1,253,138

INVESTED FUNDS

Matures

CERTIFICATES OF DEPOSIT:

General - Operations	54,114	Aug-24	53,443
General - Library Contributions	138,867	Dec-23	132,817
General - Library Contributions	114,934	Nov-25	114,418
Utility - Operations	141,086	Apr-24	135,042
Utility - Operations #2	111,446	Aug-24	110,019
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	1,545	1,117
Utility - Operations	77,062	89,959
Capital Replacement Fund	500,711	1,074,814
Interest & Sinking	507,551	497,759
'07 CoFo Project Funds	80	76
'19 CoFo Project Funds	1,042,236	1,104,150
'23 Tax Note Project Fund	2,537,406	0

SAVINGS ACCOUNTS

Airport Fly-in	9,460	8,578
PEG Capital Fee	19,464	18,505

TOTAL INVESTED FUNDS: 5,566,435 3,649,778

ACCOUNTS RECEIVABLE

Genl/Util - Miscellaneous	177,091	126,657
Utility Billings - Current	619,152	593,733
Utility Billings - Delinquent	164,446	143,118
Total Accounts Receivable	960,689	863,508

TOTAL CASH & RECEIVABLES 7,496,435 5,766,424

RESERVE AMOUNTS

Res Bond Debt Service	507,551	497,759
Res Bond Project Funds	3,579,722	1,104,226
Res Customer Deposits	117,732	117,058
Res Economic Development	55,360	55,112
Res Firemen's Pension	27,656	27,656
Designated Court Technology	132	255
Designated Library	452,080	445,515
Designated Police Ed/Op	0	0
Designated VFD Donations	0	0
Designated COPS Hiring Grant	0	0
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated Police Seized Assets	6,812	6,477
Designated Grants Account	41,546	31,565
Designated-Independence Park	6,342	6,030
Designated-Veterans Memorial Park	9,037	14,581
Designated-Friends of Smithville	1,722	3,802
Designated-CLFRF	222,131	549,012
Designated-GLO CDBG-MIT	265	76
Total Reserve Amounts	5,028,088	2,859,124

ACCOUNTS PAYABLE

General	72,609	152,766
Utility	370,346	304,225
Total Accts Payable	442,955	456,991

TOTAL RESERVES & PAYABLES 5,471,042 3,316,115

UNRESTRICTED CASH & RECEIVABLES 2,025,393 2,450,310

CITY OF SMITHVILLE
SUMMARY REVENUE / EXPENSE STATEMENT
FISCAL YEAR 2023-24 @ November 30, 2023

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 11/30	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
REVENUES:						
General Fund	939,023	6,526,057	14.39%	957,342	6,102,675	15.69%
Utility Fund	1,227,208	8,320,855	14.75%	1,214,303	8,362,762	14.52%
Maintenance Fund	18,056	139,788	12.92%	13,751	117,868	11.67%
Int & Sinking Fund	105,206	866,961	12.14%	102,237	764,940	13.37%
TOTAL REVENUES	2,289,492	15,853,661	14.44%	2,287,633	15,348,245	14.90%
EXPENSES:						
General Fund	928,867	6,526,057	14.23%	843,463	5,849,667	14.42%
Utility Fund	1,612,408	8,320,855	19.38%	1,515,153	8,454,222	17.92%
Maintenance Fund	21,778	139,788	15.58%	18,675	117,868	15.84%
Int & Sinking Fund	0	866,961	0.00%	0	747,038	0.00%
TOTAL EXPENSES	2,563,053	15,853,661	16.17%	2,377,291	15,168,795	15.67%
Revenues Over/(Under) Expenses						
M&O Funds	(378,767)			(191,895)		
I&S Fund	105,206			102,237		
Total Over/(Under)	(273,561)	0		(89,658)	179,450	

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

FOR MONTH OF: November

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 11/30	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
REVENUES:						
Taxes	353,480	2,937,464	12.03%	401,529	2,753,614	14.58%
Licenses & Permits	17,072	177,150	9.64%	13,696	96,212	14.24%
Services	278,206	1,629,080	17.08%	239,121	1,423,330	16.80%
Court	5,751	57,250	10.04%	9,606	50,672	18.96%
Miscellaneous	250,707	1,515,304	16.55%	250,296	1,582,683	15.81%
Contributions	33,807	209,809	16.11%	43,094	196,164	21.97%
TOTAL REVENUES	939,023	6,526,057	14.39%	957,342	6,102,675	15.69%
EXPENSES:						
Administration	95,679	452,183	21.16%	89,142	445,757	20.00%
Finance	23,674	95,915	24.68%	22,894	84,275	27.17%
Police	232,922	1,784,846	13.05%	199,408	1,368,593	14.57%
Animal Control	9,622	74,383	12.94%	16,262	64,500	25.21%
Court	13,044	93,534	13.95%	9,829	74,465	13.20%
Fire	49,962	193,789	25.78%	39,845	81,853	48.68%
Library	75,446	465,044	16.22%	63,376	390,710	16.22%
Community Service	3,890	89,680	4.34%	20,302	81,510	24.91%
Parks & Recreation	58,643	453,634	12.93%	67,106	426,470	15.74%
Recreation Center	69,838	413,026	16.91%	62,512	376,240	16.62%
Street & Alley	100,333	491,867	20.40%	61,716	657,730	9.38%
Solid Waste	132,515	1,404,219	9.44%	116,206	1,301,443	8.93%
Enforcement/Insp	15,234	136,778	11.14%	14,677	114,120	12.86%
Cemetery	19,244	142,963	13.46%	21,021	124,660	16.86%
Airport	12,250	72,900	16.80%	22,171	103,781	21.36%
Economic Development	16,571	161,296	10.27%	16,998	153,560	11.07%
TOTAL EXPENSES	928,867	6,526,057	14.23%	843,463	5,849,667	14.42%
Revenues Over/(Under)	10,156	0		113,878	253,008	

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

FOR MONTH OF: November

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 11/30	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
REVENUES:						
TAXES						
Property Taxes	147,972	1,789,989	8.27%	187,227	1,597,894	11.72%
Franchise Taxes	30,659	141,900	21.61%	30,940	144,526	21.41%
Sales Taxes	164,778	930,000	17.72%	172,203	955,387	18.02%
Hotel/Motel Taxes	9,136	65,000	14.06%	10,258	45,523	22.53%
Mixed Beverage Tax	935	10,575	8.84%	901	10,284	8.76%
Total Tax Revenues	353,480	2,937,464	12.03%	401,529	2,753,614	14.58%
LICENSES & PERMITS						
Misc. Licenses	0	500	0.00%	80	315	25.40%
Alcohol Permits	263	4,100	6.40%	30	2,895	1.04%
Building Permits	12,124	130,550	9.29%	8,306	69,040	12.03%
Electrical Permits	1,560	15,000	10.40%	1,345	6,822	19.72%
Plumbing Permits	2,550	15,000	17.00%	2,700	12,505	21.59%
Misc. Permits/Film Permits	575	12,000	4.79%	1,235	4,635	26.65%
Total L/P Revenues	17,072	177,150	9.64%	13,696	96,212	14.24%
SERVICES						
Inspections	0	500	0.00%	150	100	150.00%
Cemetery	350	3,850	9.09%	750	3,820	19.63%
Police	86	750	11.47%	74	420	17.62%
Code Enforcement	1,750	2,500	70.00%	0	22,845	0.00%
Streets	0	1,000	0.00%	0	1,600	0.00%
Leaf & Limb	0	1,000	0.00%	0	900	0.00%
Sanitation	232,758	1,402,500	16.60%	193,848	1,167,660	16.60%
Warehouse	1,458	15,000	9.72%	1,897	9,285	20.43%
Parks & Recreation	6,743	25,000	26.97%	6,440	25,940	24.83%
Library	816	5,750	14.20%	1,095	6,304	17.37%
Airport	9,808	64,730	15.15%	6,867	64,973	10.57%
Recreation Center	24,437	106,500	22.95%	28,001	119,483	23.44%
Total Svc Revenues	278,206	1,629,080	17.08%	239,121	1,423,330	16.80%
COURT REVENUES						
Fines	3,786	37,500	10.09%	6,191	31,685	19.54%
Admin Fees	10	750	1.33%	100	454	22.03%
CJP Arrest Fees	303	3,000	10.10%	530	2,748	19.30%
Court Costs	1,450	15,500	9.36%	2,399	12,821	18.71%
Remedies	70	500	14.00%	130	1,744	7.45%
Court Technology	132	0	0.00%	255	1,220	20.92%
Total Court Revs	5,751	57,250	10.04%	9,606	50,672	18.96%
MISC. SALES & REVS						
Cemetery Plots	0	25,000	0.00%	0	21,750	0.00%
Franchise Fee - Utility	29,167	175,000	16.67%	29,167	175,000	16.67%
Interest Income	3,680	22,000	16.73%	2,807	35,502	7.91%
Rents	0	5,750	0.00%	0	5,000	0.00%
Credit Card Usage Fee	1,480	6,500	22.77%	1,580	6,184	25.55%
Misc Rev/Ins Recovery	8,872	31,000	28.62%	4,696	50,532	9.29%
Sale of Fixed Assets	0	5,000	0.00%	1,325	24,390	5.43%
Transfer in from Utility	207,509	1,245,054	16.67%	210,721	1,264,325	16.67%
Other Rev-Lease Purchase	0	0	0.00%	0	0	0.00%
Total Misc. Revs	250,707	1,515,304	16.55%	250,296	1,582,683	15.81%
CONTRIBUTIONS						
Public Sources	8,410	65,090	12.92%	38,964	111,432	34.97%
Private Sources	5,450	6,750	80.74%	150	1,028	14.59%
Grants	0	7,969	0.00%	0	50,070	0.00%
Volunteer Fire Dept	19,947	120,000	16.62%	3,980	22,634	17.58%
B. Hewatt	0	10,000	0.00%	0	11,000	0.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
Total Contributions	33,807	209,809	16.11%	43,094	196,164	21.97%
TOTAL REVENUES	939,023	6,526,057	14.39%	957,342	6,102,675	15.69%

**CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2023-24**

FOR MONTH OF: November

	2023/2024	2023/2024	2023/2024		AMENDED	2022/2023
	Y-T-D	BUDGET	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
			USED/COLLECTED	@ 11/30	BUDGET	USED/COLLECTED
ADMINISTRATION						
Personnel	29,656	222,434	13.33%	27,815	205,595	13.53%
Services	34,891	169,141	20.63%	35,393	156,340	22.64%
Supplies & Materials	2,513	27,698	9.07%	2,878	32,797	8.77%
Other	28,619	32,910	86.96%	23,056	51,025	45.19%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Gran	0	0	0.00%	0	0	0.00%
Total Admin Expense	95,679	452,183	21.16%	89,142	445,757	20.00%
FINANCE						
Personnel	8,910	66,510	13.40%	7,151	57,307	12.48%
Services	14,517	27,705	52.40%	15,380	25,441	60.45%
Supplies & Materials	247	1,700	14.55%	362	1,527	23.73%
Other	0	0	0.00%	0	0	0.00%
Total Finance Expense	23,674	95,915	24.68%	22,894	84,275	27.17%
POLICE						
Personnel	191,109	1,591,386	12.01%	158,201	1,162,090	13.61%
Services	2,913	37,029	7.87%	3,415	38,697	8.83%
Supplies & Materials	14,473	100,920	14.34%	10,841	113,676	9.54%
Other	24,427	55,511	44.00%	26,950	54,130	49.79%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Police Expense	232,922	1,784,846	13.05%	199,408	1,368,593	14.57%
ANIMAL CONTROL						
Personnel	8,467	64,036	13.22%	6,761	50,743	13.32%
Services	356	4,405	8.08%	8,491	9,229	92.00%
Supplies & Materials	356	5,500	6.48%	612	4,128	14.82%
Other	442	442	100.00%	398	400	99.47%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Animal Control Exp	9,622	74,383	12.94%	16,262	64,500	25.21%
COURT						
Personnel	8,882	67,971	13.07%	7,466	56,452	13.23%
Services	2,561	23,118	11.08%	2,363	17,838	13.25%
Supplies & Materials	1,600	2,400	66.67%	0	130	0.00%
Other	0	45	0.00%	0	45	0.00%
Total Court Exp	13,044	93,534	13.95%	9,829	74,465	13.20%
FIRE						
Personnel	2,009	2,009	100.00%	1,808	1,808	100.00%
Services	1,244	16,335	7.62%	1,224	9,431	12.98%
Supplies & Materials	7,547	129,950	5.81%	3,128	35,179	8.89%
Other	39,162	45,495	86.08%	33,685	35,435	95.06%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Fire Expense	49,962	193,789	25.78%	39,845	81,853	48.68%
LIBRARY						
Personnel	46,135	339,129	13.60%	38,909	302,831	12.85%
Services	2,078	16,525	12.58%	1,899	15,093	12.58%
Supplies (includes Donation/Grant exp)	22,192	104,175	21.30%	18,219	68,263	26.69%
Other	5,040	5,215	96.65%	4,348	4,523	96.14%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Library Expense	75,446	465,044	16.22%	63,376	390,710	16.22%
COMMUNITY SERVICE						
Allocated Support	3,890	89,680	4.34%	20,302	81,510	24.91%
Total Community Svc Exp	3,890	89,680	4.34%	20,302	81,510	24.91%
PARKS & RECREATION						
Personnel	35,022	308,138	11.37%	38,495	271,637	14.17%
Services	5,404	34,735	15.56%	3,861	30,620	12.61%
Supplies & Materials	11,226	100,880	11.13%	19,296	104,565	18.45%
Other	6,991	9,881	70.76%	5,454	8,857	61.58%
Capital Expenditures	0	0	0.00%	0	10,791	0.00%
Total Parks & Recr Exp	58,643	453,634	12.93%	67,106	426,470	15.74%

2/12th of budget would be 16.67%

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

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 11/30	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
RECREATION CENTER						
Personnel	34,885	271,702	12.84%	30,580	230,336	13.28%
Services	13,083	84,569	15.47%	12,330	89,509	13.77%
Supplies & Materials	9,395	41,800	22.48%	10,380	46,975	22.10%
Other-Special Projects	12,476	14,955	83.42%	9,223	9,420	97.91%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Recreation Center Exp	69,838	413,026	16.91%	62,512	376,240	16.62%
STREET & ALLEY						
Personnel	29,424	225,838	13.03%	26,949	195,668	13.77%
Services	23,889	111,550	21.42%	7,973	187,576	4.25%
Supplies & Materials	41,878	128,450	32.60%	22,945	244,634	9.38%
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%
Total Street & Alley Exp	100,333	491,867	20.40%	61,716	657,730	9.38%
SOLID WASTE						
Personnel	37,101	286,456	12.95%	28,398	219,634	12.93%
Services	84,124	1,041,350	8.08%	79,897	992,687	8.05%
Supplies & Materials	8,946	52,550	17.02%	5,652	57,404	9.85%
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%
Total Solid Waste Exp	132,515	1,404,219	9.44%	116,206	1,301,443	8.93%
ENFORCEMENT & INSPEC						
Personnel	11,987	83,128	14.42%	12,579	77,179	16.30%
Services	1,701	45,975	3.70%	348	30,224	1.15%
Supplies & Materials	1,095	7,200	15.21%	1,339	6,262	21.38%
Other	451	475	94.91%	412	455	90.46%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	15,234	136,778	11.14%	14,677	114,120	12.86%
CEMETERY						
Personnel	16,033	119,308	13.44%	13,798	101,452	13.60%
Services	1,397	9,145	15.28%	1,379	9,135	15.10%
Supplies & Materials	1,545	14,240	10.85%	5,653	13,883	40.72%
Other	269	270	99.45%	190	190	100.06%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Cemetery Expense	19,244	142,963	13.46%	21,021	124,660	16.86%
AIRPORT						
Services	7,381	53,110	13.90%	5,979	38,123	15.68%
Supplies & Materials	678	5,600	12.11%	672	6,447	10.43%
Other	4,190	14,190	29.53%	15,519	59,211	26.21%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Airport Expense	12,250	72,900	16.80%	22,171	103,781	21.36%
GRANTS & ECONOMIC DEVELOPMENT						
Personnel	10,375	116,786	8.88%	13,512	101,128	13.36%
Services	4,575	22,010	20.79%	469	13,646	3.44%
Supplies & Materials	0	500	0.00%	0	145	0.00%
Other	1,621	22,000	7.37%	3,017	38,641	7.81%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Grant & Eco Development Exp	16,571	161,296	10.27%	16,998	153,560	11.07%
TOTAL EXPENSES	928,867	6,526,057	14.23%	843,463	5,849,667	14.42%
TOTAL REVENUES	939,023	6,526,057	14.39%	957,342	6,102,675	15.69%
<i>Revenues Over/Under Expenses</i>	10,156	0		113,878	253,008	

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

	2023/2024	2023/2024	2023/2024	2022/2023	AMENDED	2022/2023
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@ 11/30	2022/2023 BUDGET	% OF BUDGET USED/COLLECTED
Maintenance Fund						
Revenues	18,056	139,788	12.92%	13,751	117,868	11.67%
Personnel Expense	12,181	92,147	13.22%	9,896	75,108	13.18%
Services Expense	572	4,000	14.31%	592	4,245	13.95%
Supplies Expense	8,209	42,825	19.17%	7,952	38,280	20.77%
Other Expense	816	816	100.04%	234	235	99.67%
Capital Expense	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	21,778	139,788	15.58%	18,675	117,868	15.84%
<i>Revenues Over/Under Expenses</i>	(3,722)	0		(4,924)	0	

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

FOR MONTH OF: November

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/23 @ 11/30	AMENDED 2022/23 BUDGET	2022/23 % OF BUDGET USED/COLLECTED
REVENUES:						
Electric	811,070	5,648,285	14.36%	789,506	5,694,830	13.86%
Water	179,281	1,249,250	14.35%	177,772	1,107,544	16.05%
Wastewater	129,559	851,000	15.22%	153,251	918,978	16.68%
Miscellaneous	107,298	572,320	18.75%	93,775	641,410	14.62%
TOTAL REVENUES	1,227,208	8,320,855	14.75%	1,214,303	8,362,762	14.52%
EXPENSES:						
Administration	247,437	1,787,300	13.84%	258,116	1,827,568	14.12%
Electric	621,847	3,839,723	16.20%	562,808	3,920,396	14.36%
Recycle	8,447	68,224	12.38%	7,848	61,525	12.76%
Water	77,602	412,288	18.82%	62,759	425,614	14.75%
Wastewater	435,066	881,266	49.37%	398,401	867,794	45.91%
Transfers	222,009	1,332,054	16.67%	225,221	1,351,325	16.67%
TOTAL EXPENSES	1,612,408	8,320,855	19.38%	1,515,153	8,454,222	17.92%
Revenues Over/(Under)						
Expenses:	(385,200)	0		(300,849)	(91,460)	

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

	2023/2024	2023/2024	2023/2024		2022/2023	AMENDED	2022/2023
	Y-T-D	BUDGET	% OF BUDGET		@11/30	BUDGET	% OF BUDGET
			USED/COLLECTED				USED/COLLECTED
REVENUES:							
ELECTRIC							
Residential Electric	477,697	3,434,000	13.91%		437,403	3,435,791	12.73%
Small Commercial Electric	80,898	552,160	14.65%		80,909	561,690	14.40%
Large Commercial Electric	220,947	1,413,000	15.64%		196,570	1,387,424	14.17%
Public Lighting	2,307	14,000	16.48%		2,325	13,944	16.68%
Interdepartmental	22,447	173,075	12.97%		22,582	166,436	13.57%
Electric Opt Out Fees	340	2,050	16.59%		360	2,100	17.14%
Charge for Svcs - Electric	6,434	60,000	10.72%		49,358	127,445	38.73%
Total Electric Revs	811,070	5,648,285	14.36%		789,506	5,694,830	13.86%
WATER							
Metered Sales	171,844	1,188,000	14.46%		165,336	1,049,817	15.75%
Unmetered Sales	1,437	1,250	114.96%		436	1,227	35.49%
Water Taps	6,000	60,000	10.00%		12,000	56,500	21.24%
Total Water Revs	179,281	1,249,250	14.35%		177,772	1,107,544	16.05%
WASTEWATER							
Flat Rate Charge	120,559	791,000	15.24%		139,751	841,978	16.60%
Sewer Taps	9,000	60,000	15.00%		13,500	77,000	17.53%
Total WasteW Revs	129,559	851,000	15.22%		153,251	918,978	16.68%
MISC. SALES & REVS							
Utility Service Transfer Fee	200	750	26.67%		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	24,558	147,250	16.68%		24,518	147,160	16.66%
Drainage/System Imp Fees	24,207	142,800	16.95%		23,947	144,471	16.58%
Utility Penalties	36,042	130,000	27.72%		31,481	171,474	18.36%
Interest Income	12,234	23,000	53.19%		5,849	42,491	13.77%
Credit Card Usage Fee	4,960	28,800	17.22%		4,588	29,060	15.79%
Misc Income/Ins Recovery	3,221	10,175	31.66%		1,349	15,976	8.44%
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	1,876	6,000	31.27%		1,917	9456	20.28%
Recycle Membership Fee	0	7,500	0.00%		0	0	0.00%
Total Misc. Revs	107,298	572,320	18.75%		93,775	641,410	14.62%
TOTAL REVENUES	1,227,208	8,320,855	14.75%		1,214,303	8,362,762	14.52%

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

FOR MONTH OF: November

	2023/2024	2023/2024	2023/2024	AMENDED	2022/2023	2022/2023
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@11/30	BUDGET	% OF BUDGET USED/COLLECTED
REVENUES	1,227,208	8,320,855	14.75%	1,214,303	8,362,762	14.52%
EXPENSES						
ADMINISTRATION						
Personnel	112,121	837,448	13.39%	109,631	846,985	12.94%
Services	92,697	246,787	37.56%	96,814	227,950	42.47%
Supplies & Matls	1,334	15,050	8.87%	2,882	17,468	16.50%
Other	41,286	688,015	6.00%	48,789	735,165	6.64%
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	14,500	87,000	16.67%	14,500	87,000	16.67%
Transfer to General	207,509	1,245,054	16.67%	210,721	1,264,325	16.67%
Total Admin Exp	469,446	3,119,354	15.05%	483,337	3,178,893	15.20%
ELECTRIC						
Personnel	47,339	366,882	12.90%	40,112	301,980	13.28%
Services	36,392	121,397	29.98%	13,456	135,181	9.95%
Supplies & Matls	532,964	3,320,438	16.05%	505,109	3,387,550	14.91%
Other	5,152	31,006	16.62%	4,131	95,685	4.32%
Capital	0	0	0.00%	0	0	0.00%
Total Electric Exp	621,847	3,839,723	16.20%	562,808	3,920,396	14.36%
RECYCLE						
Personnel	7,282	54,679	13.32%	6,403	45,645	14.03%
Services	237	2,525	9.39%	234	2,170	10.80%
Supplies&Matls&Cap	435	6,525	6.67%	768	9,267	8.29%
Other	493	4,495	10.97%	443	4,443	9.97%
Capital	0	0	0.00%	0	0	0.00%
Total Recycle Exp	8,447	68,224	12.38%	7,848	61,525	12.76%
WATER						
Personnel	22,957	174,607	13.15%	19,910	149,236	13.34%
Services	11,220	57,710	19.44%	7,639	59,327	12.88%
Supplies & Matls	14,698	99,190	14.82%	9,735	143,101	6.80%
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%
Total Water Exp	77,602	412,288	18.82%	62,759	425,614	14.75%
WASTEWATER						
Personnel	24,765	188,327	13.15%	18,539	148,056	12.52%
Services	41,997	222,445	18.88%	31,407	238,512	13.17%
Supplies & Matls	22,794	99,855	22.83%	15,975	120,931	13.21%
Other	345,509	370,639	93.22%	332,481	360,295	92.28%
Capital	0	0	0.00%	0	0	0.00%
Total W/Water Exp	435,066	881,266	49.37%	398,401	867,794	45.91%
TOTAL EXPENSES	1,612,408	8,320,855	19.38%	1,515,153	8,454,222	17.92%
REVENUES OVER/(UNDER)						
EXPENSES:	(385,200)	0		(300,849)	(91,460)	

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	Nov 2023

Number Of Electric Customers:	2321

Number Of New Customers:	34

Number Of Customers Leaving The City:	20

Number Of Customers Penalized:	421

Number of Customers "Cut-Off" For Non-Payment:	18 (17 reconnected)

**CITY OF SMITHVILLE
DEBT SERVICE RECAP
FOR MONTH OF: November, 2022**

	2023/2024	2023/2024	2023/2024		2022/2024	AMENDED	2022/2024
	Y-T-D	BUDGET	% OF BUDGET		Y-T-D	2022/2024	% OF BUDGET
			USED/COLLECTED			BUDGET	USED/COLLECTED
REVENUES:							
Property Taxes *	77,598	779,961	9.95%		85,203	659,881	12.91%
Drainage/System Imp Utility Fees	14,500	87,000	16.67%		14,500	87,000	16.67%
Other Miscellaneous Income	5,099	0	#DIV/0!		0	0	0.00%
Interest	8,008	0	#DIV/0!		2,534	18,059	14.03%
Total Revenues	105,206	866,961	12.14%		102,237	764,940	13.37%
EXPENSES:							
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	0.00%
Total Expenses	0	866,961	0.00%		0	747,038	0.00%
NET OF REVENUES OVER (UNDER) EXPENSES	105,206	0			102,237	17,902	

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

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