# Kgo '%'6

#### **PROCLAMATION**

### IN RECOGNITION OF

### It's Time Texas Community Challenge 2024

WHEREAS, the City of Smithville cares about the health and well-being of its residents; and

WHEREAS, the City of Smithville supports making the healthy choice the easy choice in an attempt to:

- Reverse the trend in adult and childhood obesity
- Reduce your risk of heart disease, high blood pressure, and diabetes
- Improve air quality
- Reduce traffic injuries
- Make streets safer for people who walk, bike, and drive
- Make the community stronger and more enjoyable for everyone
- Increase safety and reduce crime

**WHEREAS**, the City of Smithville ranked third in the 2017 "It's Time Texas Community Challenge"—the first time city residents had participated in this program; and

WHEREAS, the City of Smithville was the first in its category in 2018, 2019, 2020, 2021 and 2022 and 2023

**WHEREAS**, the business and school communities and many individuals participated and supported the Community Challenge because it was fun and showed how easy it is to make healthy choices; and

*WHEREAS*, the 2024 Community Challenge begins on January 8<sup>th</sup> and runs through March 3<sup>rd</sup> (<a href="https://ittcommunitychallenge.com">https://ittcommunitychallenge.com</a>);

**NOW THEREFORE,** the City of Smithville proclaims its support for the 2024 "It's Time Texas Community Challenge", pledging to help community members make the most of this challenge in the hopes that sponsoring healthy habits through this program will promote and support healthy activities and choices far into the future; the City of Smithville, therefore, proclaims January 8<sup>th</sup>, 2024 as the kick-off to

### Smithville's It's Time Texas Community Challenge

Dated this 8th Day of January 2024, in Smithville, Texas.

	IN WITNESS WHEREOF, I have
	hereunto set my hand and caused the
	Seal of the City of Smithville to be
	affixed this 8th Day of January 2024.
	Mayor, Sharon Foerster
Attest:	
Jennifer D. Lynch, City Secretary	

### **PROCLAMATION**

### Dr. Martin Luther King, Jr. Day

**WHEREAS**, Dr. Martin Luther King, Jr. challenged our Nation to recognize that our individual liberty relies upon our common equality; and

**WHEREAS**, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be "voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion"; and

WHEREAS, Dr. King devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim "the riches of freedom and the security of justice"; and

**WHEREAS**, on the Martin Luther King, Jr. Federal Holiday, we commemorate the 38<sup>th</sup> Anniversary of the holiday recognizing one of America's greatest visionary leaders, and we celebrate the life and legacy of Dr. King; and

WHEREAS, Dr. King's "I Have A Dream Speech" turns 61 in 2024, and reminds us to recognize that in these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless; and

WHEREAS, we must face the challenges with the same strength, persistence and determination exhibited by Dr. King; and

WHEREAS, the walk's theme is "A Day On...Not A Day Off!"; and

WHEREAS, the American people are called to engage in public service and promote nonviolent social change so that Dr. King's unfinished movement toward equality can be achieved by our united, enduring efforts; and

WHEREAS, in the City of Smithville, Texas, all citizens are urged to join with Smithville High School, Bastrop High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program during the annual walk; and

**WHEREAS**, all citizens are also urged to join in the 35<sup>th</sup> annual walk on January 15, 2024, at 10:00 a.m. beginning at the MLK Park, 1101 MLK Drive, Smithville, Texas, and will end at the Smithville Rec Center, 106 Royston Street, Smithville, Texas for universal peace, justice, human rights, and social and economic progress for all people.

**NOW, THEREFORE,** I, Sharon Foerster, Mayor of the City of Smithville, Texas, do hereby proclaim Monday, January 15, 2024, as:

### Dr. Martin Luther King, Jr. Day

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Smithville, Texas to be affixed this 8<sup>th</sup> day of January 2024.

Jennifer Lynch, City Secretary

	IN WITNESS WHEREOF, I have
	hereunto set my hand and caused the
	Seal of the City of Smithville to be
	affixed this 8 <sup>th</sup> Day of January 2024.
	Mayor, Sharon Foerster
Attest:	

## PROCLAMATION CERTIFICATE OF APPRECIATION FOR DICKENS ON MAIN

WHEREAS, Dickens on Main was organized as a Community Event to benefit the Smithville Community Improvement Organization, a 501c3 non-profit, and to further a sense of community pride and service while attracting tourists and enhancing downtown retail activity; and

WHEREAS, Dickens on Main was primarily organized by Lori Huffman of The Fat Cat and a dedicated team of volunteers who worked countless hours to deliver a first-time event built with a long-term vision of making this a premier attraction serving our local community; and

WHEREAS, the inaugural Dickens on Main event held on December 15<sup>th</sup> and 16<sup>th</sup>, 2023, drew an estimated crowd of more than 1000 visitors and shoppers to the downtown area, resulting in a significant impact on retail activity and exposure with citizen and volunteer participants wearing themed costumes, singing Christmas Carols and interacting with the crowd; and

WHEREAS, the City of Smithville, City Manager Robert Tamble, Public Works Director Edward Balusek, Chief of Police David Repka, Jill Strube and Jose Rivera from the Economic Development and Grants Administration Department, all committed significant time and resources above and beyond normal duties to ensure the event ran as smoothly as possible; and

WHEREAS, as a result of the afore-mentioned teamwork and the fundraising efforts of **Dickens on Main**, despite the substantial financial start-up costs of a first-year event of this magnitude, will still be able to deliver a contribution of more than \$1000 to the Community Improvement Organization;

NOW, THEREFORE, WE, THE MAYOR AND CITY COUNCIL OF SMITHVILLE, do hereby recognize and deliver this Certificate of Appreciation for the volunteerism and work of Lori Huffman, founder of Dickens on Main, and the many volunteers and sponsors who made this event possible and are striving to grow its impact on the community in the coming years.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Smithville, Texas to be affixed this 8<sup>th</sup> day of January 2024.

	IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 8 <sup>th</sup> Day of January 2024.
	Mayor, Sharon Foerster
Attest:	
Jennifer Lynch, City Secretary	



## AGENDA





Discuss two proposals for camera replacements

Products to be discussed

- Verkada
- . AXIS

Maps of locations



H&H DOOR





VS





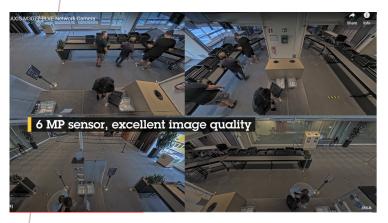




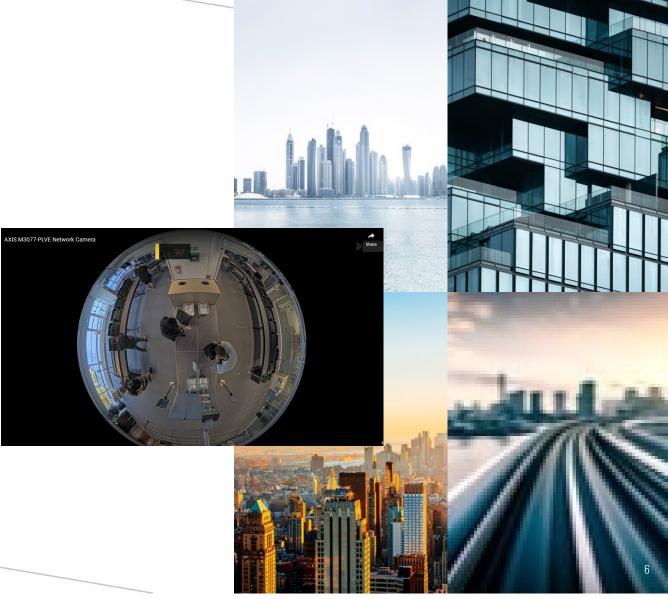
- ZERO Reoccurring cost of ownership
- True ownership of material ( if you don't like the software the cameras can be used by other systems.
- 5 year warranty on equipment
- Unlimited Users on Apps and Software
- Used by US Government and Military
- Industry Standard of reliability for over 30 years
- REQUIRES CERTIFIED INSTALLERS

- Cloud based recording (licenses will need to be renewed every 5 years, on this proposal (can be 1,3,5, 10)
- System is proprietary, it will only work with their Verkada system
- 10 year warranty on equipment
- Next day RMAs on cameras
- Unlimited users













**AXIS Face Detector** Face detection for loss prevention

LEARN MORE



**AXIS Loitering Guard** For detecting loiterers

LEARN MORE



**AXIS People Counter** Insight beyond people counting

LEARN MORE



**AXIS Fence Guard** For intrusion detection

LEARN MORE



**AXIS License Plate Verifier** Hassle-free license plate

recognition

LEARN MORE



**AXIS Live Privacy Shield** 

Versatile dynamic privacy masking

LEARN MORE



**AXIS Motion Guard** 

Smart motion detection

LEARN MORE



**AXIS Object Analytics** Al-based object detection and classification

LEARN MORE



AXIS P8815-2 3D People Counter

Complete, sophisticated 3D people

counter

LEARN MORE





**AXIS Perimeter Defender** High-security, scalable perimeter

protection

LEARN MORE



**AXIS Speed Monitor** Visualize radar data and get

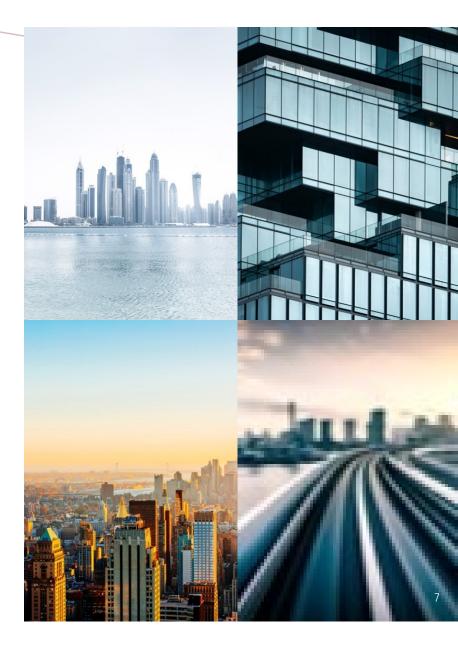
actionable insights

LEARN MORE

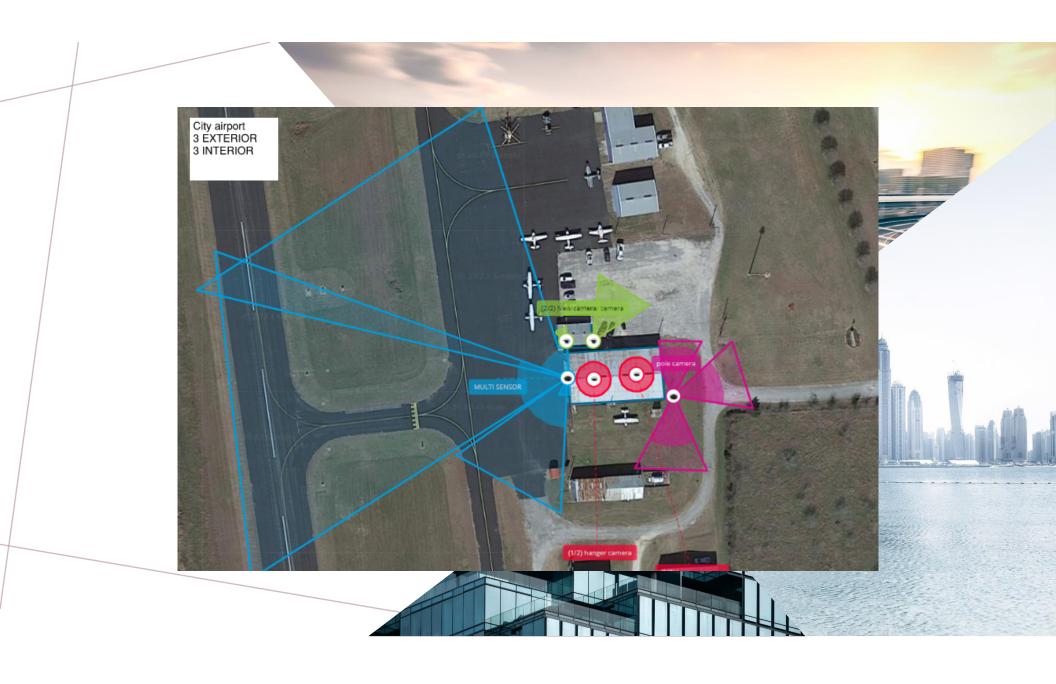


**AXIS Video Motion** Detection

LEARN MORE











102 CAMERAS
TOTAL COST OF PROJECT
\$248,830.00



\* \* Proposal \* \*

1/5/2024

Project Number: 14396VCM23 SMITHVILLE AXIS CAMERA CHANGE

H&H Doors and Hardware - 17610 NW Zac Lentz Pkwy, Victoria, Tx 77905 - Phone (361) 578-3664 - E-mail: estimating@hhdoor.com

SMITHVILLE JENNIFER LYNCH CITY SECRETARY 317 MAIN ST SMITHVILLE, TX 78957 Tel: 512-237-3282

SCOPE OF WORK: H&H DOOR TO PROVIDE AND INSTALL AAXIS BASED CCTV SYSTEM PER WALK THROUGH ASSESSMENT. ALL NETWORK CABLING, PATCH CABLES, BISCUITS TO BE COMPLETED BY OWNER. OWNER TO ENSURE ALL NETWORK CABLES ARE RAN TO A CENTRALIZED IDF LOCATION. H&H DOOR TO PROVIDE NEW NETWORK SWITCHES, PATCH PANELS, SURGE PROTECTION AND WALL MOUNT 12 U RACKS WHERE NEEDED FOR NEW CAMERA EQUIPMENT. OLD EXISTING CAMERAS TO BE REMOVED AND GIVEN TO OWNER. ALL EXISITING NETWORK DEVICES TO REMAIN IN PLACE AND UNTOUCHED BY H&H DOOR.

INCLUSIONS
82 DOME CAMERAS FOR EXTERIOR AND INTERIOR
7 FISH EYES
11 MULTI SENSORS
2 LICENSE PLATE READER CAMERAS
12 SERVERS RACK MOUNTED
1 DIRECT NVR
12 SWITCHES

WALL RACKS WHERE RACK SPACE IS THERE
13 SURGE PROTECTORS
1 POINT TO POINT BRIDGE
2 CELLULAR ROUTERS AND EQUIPMENT FOR RIVER BEND RV PARK

2 CELLULAR ROUTERS AND EQUIPMENT FOR RIVER BEND RV PARK BASIC PROGRAMMING

INSTALL TRAVEL

ALL WORK TO BE COMPLETED DURING NORMAL WORK HRS 8 AM TO 5 PM

EXCLUSIONS:
POE INJECTORS
NETWORK CABLEING TO BE PROVIDED BY OWNER
PATCH CABLES TO BE PROVIDED BY OWNER
REPLACEMENT OF WIRE WHICH IS FUNCTIONAL AND ON SITE
NETWORK RACKS OR SHELF'S FOR EQUIPMENT
CHANGES IN DESIGN CAN BE MADE HOWEVER ADDITIONAL COST COULD BE REQUIRED
110 VOLT POWER AT THE POLE OR IDF ROOM
THE STREET WILL NEED TO BE REDUCED TO ONE LANE TO INSTALL ALL CAMERAS FOR LPR THIS WILL BE
OWNER RESPONSIBILITY TO ENSURE TRAFFIC CONTROL
OWNER SPECIFIC PROGRAMMING

TOTAL: \$248,830.00

BISCUITS







ALTERNATE REMOVAL OF CAMERAS

REMOVAL OF EXTERIOR DOME WOULD BE A SAVINGS OF \$982.79

REMOVAL OF INTERIOR DOME WOULD BE A SAVINGS OF \$ 982.79

REMOVAL OF MULTI SENSOR WOULD BE A SAVING OF \$2,150.39 THIS ONE CAMERA OFFERS VIEW OF 4 CAMERAS

REMOVAL OF FISH-EYE WOULD BE A SAVING OF \$1,128.39 THIS ONE CAMERA IS OFFERS VIEW OF 3 CAMERAS FOR NARROW FOCUS





### REVIEW

- On- site storage
  - Server based (industry standard for years)
  - No reoccurring costs or changes unless something breaks Free software and firmware updates from axis.
  - Cameras will be on warranty for up to 5 year for parts and 1 year of labor
  - You own the equipment.
  - Equipment is ONVIF 2 meaning if you don't like the software, you can change software without replacing all of the cameras.

Sample Footer Text





102 CAMERAS **5 YEAR LICENSES CURRENT COST** (\$73,086.49) TOTAL COST OF PROJECT \$302,556.00



\* \* Proposal \* \*

1/4/2024

Project Number: 14392VCM23 SMITHVILLE VERKADA CAMERA ALT

H&H Doors and Hardware - 17610 NW Zac Lentz Pkwy, Victoria, Tx 77905 - Phone (361) 578-3664 - E-mail: estimating@hhdoor.com

SMITHVILLE JENNIFER LYNCH CITY SECRETARY 317 MAIN ST SMITHVILLE, TX 78957 Tel: 512-237-3282

SCOPE OF WORK: H&H DOOR TO PROVIDE AND INSTALL A VERKADA BASED CCTV SYSTEM PER WALK THROUGH ASSESSMENT. ALL NETWORK CABLING, PATCH CABLES, BISCUITS TO BE COMPLETED BY OWNER. OWNER TO ENSURE ALL NETWORK CABLES ARE RAN TO A CENTRALIZED IDF LOCATION. H&H DOOR TO PROVIDE NEW NETWORK SWITCHES, PATCH PANELS, SURGE PROTECTION AND WALL MOUNT 12 U RACKS WHERE NEEDED FOR NEW CAMERA EQUIPMENT. OLD EXISTING CAMERAS TO BE REMOVED AND GIVEN TO OWNER. ALL EXISITING NETWORK DEVICES TO REMAIN IN PLACE AND UNTOUCHED BY H&H DOOR.

CAMERAS CAN BE REMOVED OR CHANGED AFTER THIS MEETING INCLUSIONS 44 CD-42-256 HW CAMERAS 38 CD52-256-TE-HW CAMERAS 2 CD52-256-TE HW CAMERAS FOR LICENSE PLATE READING 11- CH 52- TB-HW MULTI SENSOR CAMERAS

7 CF 81 30 E HW FISH EYE CAMERAS 102 5 YEAR VERKADA LICENSES 12 24 PORT UBIQUITI POE SWITCHES

2 CELLULAR MODEMS (THIS WILL NEED TO BE ADDED TO A CELLULAR PLAN AND MUST BE OWNER PROVIDED) 1 POINT TO POINT BRIDGES BASIC PROGRAMMING

INSTALL

TRAVEL

REPLACEMENT OF WIRE WHICH IS FUNCTIONAL AND ON SITE NETWORK RACKS OR SHELF'S FOR EQUIPMENT PATCH PANELS SURGE PROTECTION CHANGES IN DESIGN CAN BE MADE HOWEVER ADDITIONAL COST COULD BE REQUIRED 110 VOLT POWER AT THE POLE OR IDF ROOM THE STREET WILL NEED TO BE REDUCED TO ONE LANE TO INSTALL ALL CAMERAS FOR LPR THIS WILL BE OWNER RESPONSIBILITY TO ENSURE TRAFFIC CONTROL

TOTAL: \$302,556.00

OWNER SPECIFIC PROGRAMMING

ALTERNATE REMOVAL OF CAMERAS REMOVAL OF EXTERIOR DOME WOULD BE A SAVINGS OF \$ 1,625.95 REMOVAL OF INTERIOR DOME WOULD BE A SAVINGS OF \$ 1,329,55 REMOVAL OF MULTI SENSOR WOULD BE A SAVING OF \$4,436.05 THIS ONE CAMERA OFFERS VIEW OF 4 REMOVAL OF FISH EYE WOULD BE A SAVING OF \$2,070.55 THIS ONE CAMERA IS OFFERS VIEW OF 3 CAMERAS FOR NARROW FOCUS

1/4/2024





ALTERNATE REMOVAL OF CAMERAS

REMOVAL OF EXTERIOR DOME WOULD BE A SAVINGS OF \$ 1,625.95

REMOVAL OF INTERIOR DOME WOULD BE A SAVINGS OF \$ 1,329.55

REMOVAL OF MULTI SENSOR WOULD BE A SAVING OF \$4,436.05 THIS ONE CAMERA OFFERS VIEW OF 4 CAMERAS

REMOVAL OF FISH-EYE WOULD BE A SAVING OF \$2,070.55 THIS ONE CAMERA IS OFFERS VIEW OF 3 CAMERAS FOR NARROW FOCUS





- Cloud Based Storage.
  - No server to maintain or upkeep
  - Licenses will need to be renewed every 5 years (costing will increase)
  - Cameras will be on warranty for up to 10 year for parts and 1 year of labor
  - If licenses are not renewed the cameras will stop recording and working until updated
  - Equipment is Proprietary ( if you don't like the software all equipment will need to be replaced)

Sample Footer Text

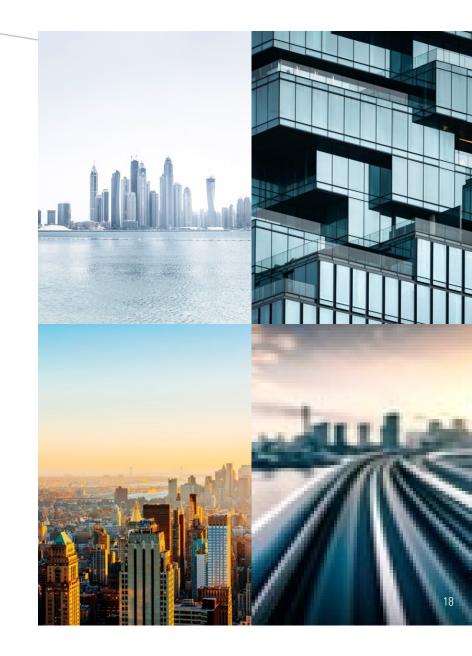
## SUMMARY

Smithville Texas camera replacement with H&H Door .

QUESTIONS OR COMMENTS?







Sample Footer Text



## THANK YOU

Doug Zelkowski

H&H Door

dez@hhdoor.com

361-578-3664 ext 217

## Item# 7

### CITY OF SMITHVILLE COUNCIL MEETING MINUTES

December 11, 2023

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

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

Recognition/Awards/Proclamations/Announcements/Presentations:

a. Presentation/update on the new City Website: Jill Strube gave an update on the city website

This item was moved up on the agenda.

Citizen Comments: Sharon Schiedeck and Brandy Royster spoke.

Discussion and Action to decide which of two proposals to submit for the January 16, 2024 Texas Commission on the Arts "Art Responds" Grant opportunity: The deadline for the next Texas Commission on the Arts grant opportunity is January 16. Two projects are under consideration. The Lost Pines Artisans Alliance is proposing to create new artwork to install on the outside walls through a community-led program that will directly serve approximately 60 people in arts experiences and will involve no less than six artists and two people who will provide informational classes in gardening. The budget is \$5,500 for which TCA would pay half and LPAA/Sponsors would pay half – the City would not be expected to provide any funds for this project. Janus Lee is proposing to work with the Smithville Community Gardens to create a mural on the outside back wall of the building that will directly serve about 13 people and one artist (herself). Councilwoman Bruno made a motion to approve the "Nature of the Arts" project. Councilman Jenkins seconded and the motion passed unanimously.

Discussion and Action on Approval of the minutes from November 13, 2023, Council Meeting and Public Hearing and December 7, 2023 Special Called Council Meeting. Councilman Etherede made a motion to approve the minutes from November 13, 2023 with the amendment on the "Hope Floats" sign, that the sign would be paid in full by Hotel Occupancy Tax funds. Councilwoman Bruno seconded and the motion passed unanimously. Councilman Etherede made a motion to approve the December 7, 2023 minutes. Councilwoman Bruno seconded and the motion passed unanimously.

Hear from the Applicant/Agent on all Planning and Zoning (P&Z) applications: Applicant Tom Etheridge made a presentation on his request to combine his two lots into one.

Hear recommendations from Planning and Zoning on: Planning and Zoning chair Brian Riewe said the P&Z recommended approving the re-plat.

a) A re-plat to combine two lots into one at 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.

Brian Riewe resigned from the P&Z Commission and the Mayor presented him with a plaque for his service on the board.

#### **Public Hearing:**

Hear Citizen Comments: No one signed up to speak for or against this item.

a) A re-plat to combine two lots into one at 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.

### **Open Meeting:**

Discussion and Action from Council on:

a) A re-plat to combine two lots into one at 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. Councilman Jenkins made a motion to approve the Special Use Permit. Councilwoman Bruno seconded and the vote was:

For: Jenkins, Jameson, Bruno, and Washington

Abstain: Etheredge

Citizen Comments: Leslie Troy spoke.

Discussion and Action on Cemetery Software Presentation by All Funeral Services: Mr. Alex Resnikoff (Managing Director of Business Development for All Funeral Services) had a presentation about the services they provide. All Funeral Services offers a turnkey, online platform that streamlines business operations and offers better customer service experience. The online platform will accommodate both web-based and smart phone formats. Should the Council approve entering into an agreement / contract with All Funeral Services, the initial set-up fee is approximately \$21k for both Oak Hill and Mt. Pleasant cemeteries. Thereafter, the annual license / subscription fee is 3.99% of any plots sold. Cemetery plots for property owners inside the city limits cost \$1000 outside the city limits cost \$2000. So, the corresponding fee would be \$39.99 and \$79.80 respectively for each lot purchased. On average, the revenue from cemetery plots is \$35-40k per year. Councilman Etheredge made a motion to authorize the City Manager to discuss the contract with All Funeral and bring a clean copy back to the Council for review and approval. Councilwoman Bruno amended the motion to add that if we do move forward we would go ahead and do it interest-free. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the Appointment / Reappointment to the Smithville Airport Advisory Board: The Airport Advisory Board (AAB) serves in an advisory capacity to the City Manager / Airport Manager in all matters pertaining to the administration, operation, development, improvement, and maintenance of the Smithville-Crawford Municipal Airport. AAB members serve two (2) year terms and are recommended by the Mayor. Four (4) members will be subject to appointment in even numbered years and three (3) members subject to appointment in odd number years. The individuals listed below would like to be considered for reappointment to the AAB with term expiring in December 2025:

Odd Numbered Years:

Ken Peck – Reappointment Travis Hill – Reappointment James Sterling – Reappointment

Even Numbered Years (FYI ONLY):

Sandy Meyerson – Term Expires in December 2024 (Chairman) Forrest Sanderson – Term Expires in December 2024 Johnny Briggs – Term Expires in December 2024

Ron Spencer – Term Expires in December 2024.

Councilwoman Bruno made a motion to approve Ken Peck, Tavis Hill, and James Sterling. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the Appointment of the Municipal Court Judge (Anna Hernandez) Councilman Jenkins made a motion to appoint Anna Hernandez. Councilwoman Bruno seconded and the motion passed unanimously. The City Secretary swore in the Municipal Court Judge Anna Hernandez.

Citizen Comments: None

Discussion and Action on the Appointment of the Associate Municipal Court Judge (Brian Riewe). Councilman Etheredge made a motion to appoint Brian Riewe as Associate Municipal Court Judge. Councilman Washington seconded and the motion passed unanimously. The City Secretary swore in the Associate Municipal Court Judge.

Citizen Comments: None

Discussion and Action on the Appointment to the Planning and Zoning Board to replace Brian Riewe: Councilman Jenkins made a motion to appoint Leigh Kilgore to replace Brian Riewe on the P&Z Commission. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Consent Agenda: A consent agenda is a tool used to streamline meeting procedures by collecting routine, non-controversial items (e.g., meeting minutes, finance report, etc.) into a group whereby all are passed (without discussion) with a single motion and vote.

Councilmember Jameson will lead the discussion regarding the possibility of adopting a consent agenda. No action was taken on this item.

Citizen Comments: None

Discussion and Action on an Ordinance for Stop Signs on Burleson, Hudgins, and Colorado Street(s): Chief David Repka will present his recommendation for adding stop signs at the intersections indicated above. Councilman Jenkins made a motion to approve the ordinance. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: Vickie Green and Jenny Busche spoke

Discussion and Action on an Ordinance Amending Section 3.08.009, to allow and regulate the use of sidewalks by merchants: The goal is to keep the ordinance simple to ensure compliance with ADA requirements while placing any liability on the business owner or merchant placing material on the sidewalk. In summary, the amended ordinance will allow / require the following:

"Business owners and/or merchants are authorized to use the sidewalk for placement of material (e.g., decorations, sandwich boards, signs, planters, plants, tables, chairs, benches, wares, and/or merchandise, etc.) as long as a 4-ft clear space is maintained at all times for ADA compliance. Business owners and/or merchants shall assume all liability for any injury or damage resulting from placement of such material on the sidewalk."

Councilman Jenkins made a motion to approve the ordinance. Councilman Washington seconded and the vote was:

For: Jenkins, Bruno, and Washington Opposed: Etheredge and Jameson

Citizen Comments: None

Discussion and Action of the Uniform Relocation Assistance Plan for the City of Smithville's GLO-MIT Contract No. #22-085-020-D256: The tenant at 1674 NE Loop 230, Smithville, TX is eligible for relocation assistance Under the Texas General Land Office (GLO) Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Approval of the URA plan is required as part of the steps necessary for closing on the 3.7- acre property for construction of a regional detention pond. The closing date for the purchase of the property is pending completion of GLO review and public comment. Upon completion of the public comment period, GLO will issue Authorization to Use Grant Funding (AUGF) with closing tentatively scheduled for the second week in January 2024. Councilman Jenkins made a motion to approve the Uniform Relocation Assistance plan. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: Leigh Killgore spoke

Discussion and Action on Creating a Community Input agenda item on future agendas to get citizen input and concerns: Councilmember Jameson will lead the discussion regarding the possibility of adopting a community input item on future council agendas. Councilman Jameson made a motion to allocate 30 minutes at the beginning of each meeting to allow citizens to comment on any issues or concerns they may have. The councilwoman amended the motion to 15 minutes. Councilman Ethedredge seconded and the vote was:

For: Jameson, Etheredge, and Bruno

Opposed: Jenkins and Washington

Citizen Comments: None

Jennifer Lynch, City Secretary

Discussion and Action on the Approval of the Financial Report: Councilman Etheredge made a motion to approve the Finance Report. Councilwoman Bruno seconded and the motion passed unanimously.

### Closed Meeting: Went into Executive Session at 8:08 PM

The City Council will hold an Executive Meeting pursuant to the Open Meetings Act, Chapter 551, Govt. Code, Vernon's Texas Code Annotated, in accordance with the authority contained in Section 551.074, to discuss personnel (duties of the City Manager / 2024 Goals & Objectives).

### Open Meeting: Came back into Open Session at 10:08 PM

Citizen Comments: None Discussion and Action as a result of the Executive N Executive Session.	Meeting. No action was taken as a result of the
Adjourn 10:09 p.m.	
Attest:	Sharon Foerster, Mayor

## Item# 9

# CITY OF SMITHVILLE PLANNING & ZONING APPLICATION

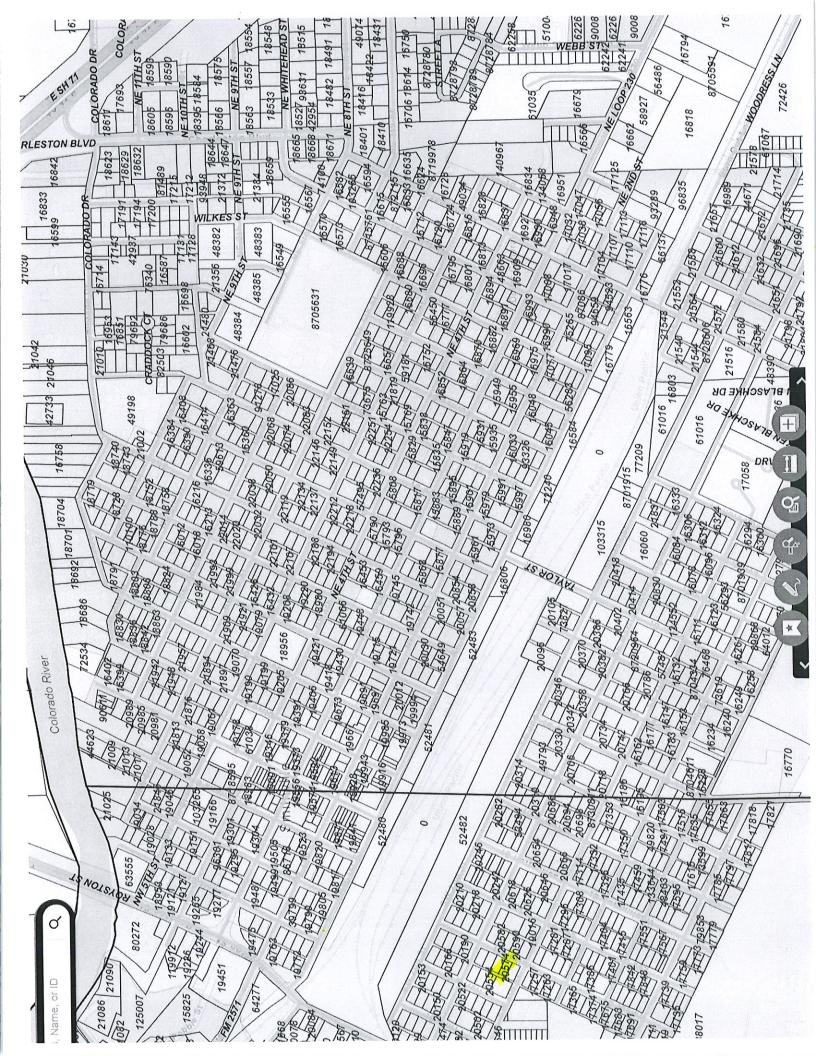
### **APPLICATION TYPE**

Zoning Change Request:	Change in Zoning Class  Change in Ordinance  Variance  Special Use Permit  Minor Plat/Subdivision  Other
PROPERTY II	DENTIFICATION
Street Address	306 WALKER ST SMITHVILLE TX 78957
*** Applicant	must submit an accurate location map and site plan for application to be considered ***
Legal description	Platted Land (please provide subdivision, block and lot information below)  Unplatted Land (please submit the metes and bounds description from deed)
Subdivision Name:	
Property Tax Code:	R 20574 Block Number: 81 Lot Number: 9
Property Owner (as listed on Deed):	Janet Smith
Property Owner Mailing Address:	304 WALKER St. Smithville 78957
Owner's Phone No:	Owner's Email:
Agent's Name (if applicable):	
Agent's Mailing Address:	
Agent's Phone No:	Agent's Email:

DESCRIPTION	ON OF VARIANCE / EXCEPTION REQUEST
Current Zone Class:	SF-1       SF-2       Proposed Zone Class:       SF-1       SF-2       MR         MR       C-1       MR       C-1       C-1       C-2       C-2       C-3       C-3       MHS       MF       MF       CF       PD       CF       PD       CF       PD       CF       PD-Z       I       CBD       PD-Z       CBD       PD-Z       CBD       PD-Z       CBD       PD-Z       CBD       CBD       PD-Z       CBD       CBD
Describe variance requested:	CHANGE FROM. OF - SFZ LIKE THE REST OF THE AREA.
Describe special use requested:	Residential
Reason for Request: (explain why special exception is sought or why a variance has been requested)	I am wanting to build on this property which is next door to my hs.
by the laws of the refundable and th	hereby petition the City of Smithville for approval of the above described request as provided State of Texas and Ordinances of the City. I understand and agree that the Petition fee is now at I must attend the Planning & Zoning meeting and subsequent City Council meeting in order to be considered for approval.
Signature:	et 25th Date: 8-16-23
OFFICE USE ONLY:	
Fee Amount:	Fee Payment:
P&Z Date:	Vember 7, 2023 Council Date: December 11, 2023
Accepted By:	2023 Date Submitted: 9-21-2023

Notice sent to property owners within 200 feet of proposed property





## Item# 13

#### **ORDINANCE NO. 2023-643**

AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING THE ZONING FOR THE AREA GENERALLY KNOWN AS 306 WALKER ST (SMITHVILLE CITY BLOCK 81 LOT 9) FROM COMMUNITY FACILITY (CF) ZONING DISTRICT TO SINGLE FAMILY/DUPLEX (SF-2) ZONING DISTRICT; DIRECTING THE AMENDMENT OF THE ZONING MAP; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Janet Smith has filed an application, attached hereto as Exhibit A and incorporated herein for all purposes (the "*Application*"), requesting that zoning for the subject property located at 306 Walker Street (ID #20574) depicted and described in the Application (the "*Property*"), be changed from Community Facility (CF) to Single Family & Duplex District (SF2); and

WHEREAS, the Planning and Zoning Commission of the City of Smithville, Texas, and the City Council of the City of Smithville, Texas, in compliance with State law with reference to the zoning ordinance and zoning map of the City of Smithville, Texas, have given requisite notices by publication and otherwise, and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council, having received the final report of the Planning and Zoning Commission and having determined that the proposed zoning change will be harmonious with existing buildings, structures, and uses on abutting and nearby properties in the vicinity of the Property in accordance with the current zoning regulations of the City, has determined that changing the zoning of the Property as set forth herein will promote the health, safety and welfare of the public and is of the opinion that the Property should be zoned as set forth herein; and

WHEREAS, the City Council finds and determines that the meeting at which this Ordinance was passed was open to the public, 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.** The Property is hereby zoned Single Family & Duplex District (SF2).
- **3. Amendment of Zoning Map.** The City Manager is hereby ordered and directed to cause the Zoning Map of the City of Smithville to be amended to establish zoning for the Property in conformance with this ordinance.

4.	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.

- **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.
- **6. Effective Date.** This Ordinance shall be effective as of the date of adoption.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF JANUARY, 2024.

APPROVED:		
Sharon Foerster, Mayor		
ATTEST:		
Jennifer Lynch, City Secretary		

### EXHIBIT "A"

## CITY OF SMITHVILLE PLANNING & ZONING APPLICATION

APPLICATIO	NTYPE
Zoning Change Request:	Change in Zoning Class  Change in Ordinance  Variance  Special Use Permit  Minor Plat/Subdivision  Other
PROPERTY I	DENTIFICATION
Street Address	306 WALKER ST SMITHVILLE TX 78957
*** Applicant	must submit an accurate location map and site plan for application to be considered ***
Legal description	Platted Land (please provide subdivision, block and lot information below)  Unplatted Land (please submit the metes and bounds description from deed)
Subdivision Name:	
Property Tax Code:	R 20574 Block Number: 81 Lot Number: 9
Property Owner (as listed on Deed):	Janet Smith
Property Owner Mailing Address:	304 WALKER St. Snithville 78957
Owner's Phone No:	Owner's Email:
Agent's Name (if applicable): Agent's Mailing Address:	

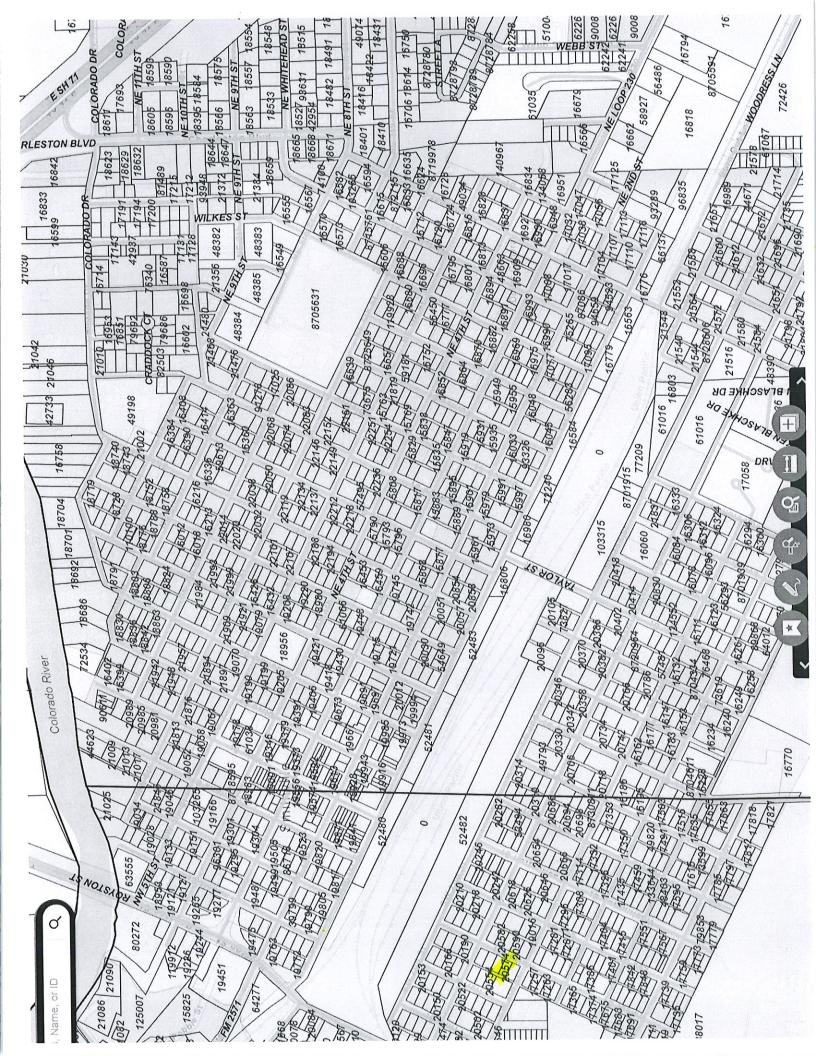
\_\_\_\_\_ Agent's Email: \_\_\_\_\_

Agent's Phone No: \_

DECCRIPTION				
DESCRIPTION	ON OF VARIANCE / EX	CEPTION REQ	UEST	
Current Zone Class:		roposed Zone Class:	SF-1 SF-2	
	MR		MR C-1	
	C-2		C-2 C-3 C	
	MHS MF		MHS MF	
	CF 🛛 PD 🗌		CF DPD D	
	PD-Z		PD-Z I 🗌	
	CBD PD-Z		CBD DPD-Z	
Describe variance	CHANGE From. CF -	SFZ LIKE THE R.	EST OF THE AREA,	
requested:				
Describer				
Describe special use requested:	Residential			
Reason for	- 11 do	1111 412	0 0 1 1 1 1	
Request: (explain why	I am wanting to	build on this	property which is	
special exception	next oper to me	ins.		
is sought or why a variance has been	· ·			
requested)				
PETITION				
As Owner/Agent, I	hereby petition the City of Smith	ville for approval of th	ne above described request as pro	ovide
refundable and the	State of Texas and Ordinances of that I <u>must attend</u> the Planning &	e City. I understand and	lagree that the Petition fee is	non
for my application to	o be considered for approval.	Zonnig meeting and suc	sequent city council meeting in	orae
1	1.10/1			
Signature:	etzsitt		Date: 8-16-23	
OFFICE HISE ONLY				-
OFFICE USE ONLY:	075	1.	7	
Fee Amount:	113	Fee Payment:	1)	
P&Z Date:	vember 7, 2023	Council Date:	ember 11, 2023	
Accepted By:	tenolisia	Date Submitted:	21-2023	

Notice sent to property owners within 200 feet of proposed property





### Item# 14

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

January 4, 2024

Donna C Nichols, MSEd, CHES Interim Executive Director Bastrop County Public Health Department Bastrop County Courthouse 804 Pecan Street Bastrop, Texas 78602

SUBJECT: City of Smithville Letter of Commitment to the Bastrop County Public Health Department

Dear Ms. Nichols:

It is with great pleasure that the Smithville City Council offer this letter of commitment to the Bastrop County Public Health Department regarding the Department's intent to apply for a HRSA-24-007 Rural Health Network Development Planning Program Grant.

As you know, the Smithville City Council is deeply committed to serving our municipality with quality rural health care services. By establishing a public health department, we will serve those most vulnerable with quality disease prevention/health promotion services, provide the necessary linkage to existing medical care providers and organizations, and protect our environment from threats to our air, water, and food supply.

The Smithville City Council stands ready to support the development of the Bastrop County Public Health Department by appointing an elected official, **Sharon Foerster** (Mayor) and a community leader, **Robert Tamble** (Certified Safety Professional) to the rural planning network known as the Bastrop County Public Health Task Force. It is our understanding that these network members will provide recommendations on the strategic, structural, and operational aspects of the public health department. They too will share in decision-making about health service priorities based on community and workforce assessments, infrastructure funding, governance and administrative structure, core health services and funding models and other planning efforts that focus on health equity.

As a city council, we recognize that funds are to be used only for the development of a health care network and are not to be used for the exclusive benefit of any one network partner or to provide clinical services.

We thank you for this opportunity to engage with other county leaders to make crucial decisions about our rural public health system in Bastrop County. In the Spirit of Health and Partnership,

Robert Tamble, CSP / CIT

City Manager 317 Main Street Smithville, TX 78957 (512) 237-3282

# CHRONICLING THE NEW-----

# BASTROP COUNTYPUBLIC HEALTH DEPARTMENT

Donna C Nichols, MSEd, CHES

Interim Executive Director





## PRESENTATION KEYPOINTS AND DISCUSSION

- ❖ Introductions and Tipping Point.
- ❖ Public Health Definition and Legal Authority to Establish a Public Health Department.
- ❖ Essential Services and Foundational Capabilities
- **❖** The Business Case
- ❖ Strategy, Structure and Operational Plan
- ❖ Engaging City Councils and County Precincts
- **❖** Next Steps
- Discussion

### INTRODUCTIONS AND TIPPING POINT

Donna C Nichols, MSEd, CHES, Interim Executive Director, Bastrop County Public Health Department

Pompeyo Chavez, MD, Bastrop County Public Health Authority

Linda O Wilson, MD, Chief Medical Officer





BCPHD CHRONICLES 1/08/2024

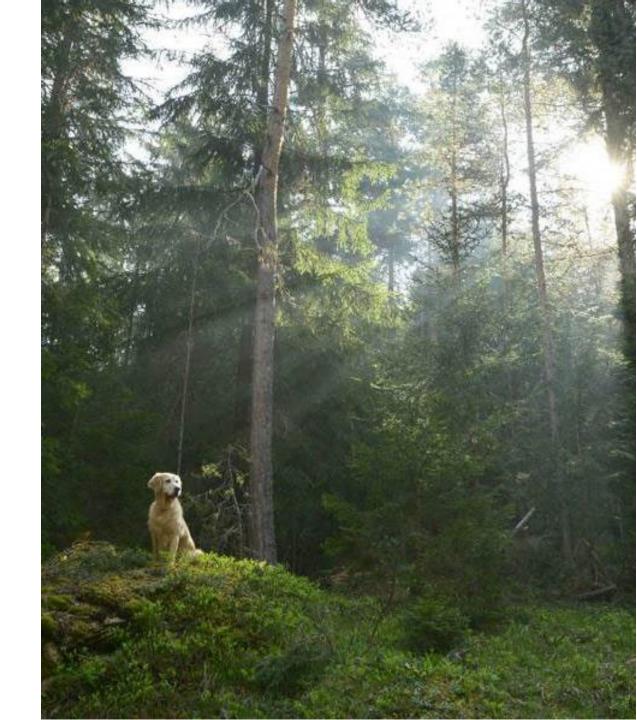
THE TIPPING POINT POPULATION GROWTH AND DIVERSITY

HEALTH AND NATURAL DISASTERS

UNMET PUBLIC HEALTH NEEDS

TIMELY AND SYNERGISTIC COUNTY LEADERSHIP RECOMMENDATIONS

Recognizing the Need for Accountability, Transparency and Sustainability



Public Health is the science and art of preventing disease, prolonging life, and promoting health through the organized efforts and informed choices of society, organizations, public and private communities and individuals.



# LEGAL AUTHORITY: TEXAS HEALTH AND SAFETY CODE. CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

Section 121.002 Essential public health services means services to:

- monitor the health status of individuals in the community to identify community health problems;
- diagnose and investigate community health problems and community health hazards;
- inform, educate, and empower the community with respect to health issues;
- mobilize community partnerships in identifying and solving community health problems;
- develop policies and plans that support individual and community efforts to improve health;
- enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
- link individuals who have a need for community and personal health services to appropriate community and private providers;
- ensure a competent workforce for the provision of essential public health services;
- research new insights and innovative solutions to community health problems; and
- evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

THE 10 ESSENTIAL PUBLIC HEALTH SERVICES

To protect and promote the health of all people in all communities

The 10 Essential Public Health Services provide a framework for public health to protect and promote the health of all people in all communities. To achieve optimal health for all, the Essential Public Health Services actively promote policies, systems, and services that enable good health and seek to remove obstacles and systemic and structural barriers, such as poverty, racism, gender discrimination, and other forms of oppression, that have resulted in health inequities. Everyone should have a fair and just opportunity to achieve good health and well-being.



# FOUNDATIONAL PUBLIC HEALTH SERVICES FRAMEWORK

Communicable Disease Control

Chronic Disease and Injury Prevention

Environmental Public Health

Maternal, Child and Family Health

Access to and Linkage with Clinical Care

PUBLIC HEALTH
ACCREDITATION BOARD

BCPHD CHRONICLES

### THE BUSINESS CASE

So, what can a modest investment of \$10 of public health spending buy?

A decrease of 7.4 percent in infectious disease morbidity and a 1.5 percent decrease in premature mortality at the county level.

An increase of 0.6 percent in the proportion of the population in very good or excellent health.

A decrease of 0.4 cases of salmonella per 10,000 person years.

### STRATEGY, STRUCTURE, AND OPERATIONAL PLAN

1-INFRASTRUCTURE FUNDING

2-GOVERNANCE AND ADMINISTRATIVE STRUCTURE

3-CURRENT CAPABILITIES, GAPS AND SKILL SETS

4-PHYSICALLOCATION

5-PUBLIC HEALTH PRIORITIES

6-CORE SERVICES AND FINANCING MODELS

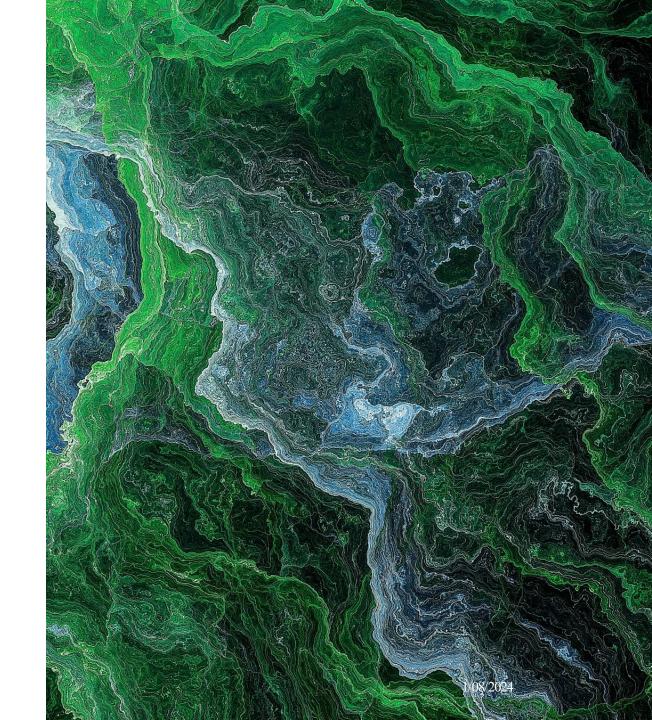
7-VIABILITY OF REDESIGNATION

Recognizing the Need for Accountability, Transparency and Sustainability



### NEXT STEPS

- Appoint a Countywide Public Health Task Force that can provide Strategy, Structure, and Operational Plan Recommendations.
- The task force will include a community leader and elected official from each of the 3 municipalities and 4 county precincts by the end of January 2024.



### OUR ASK-----

1-IDENTIFY AND APPOINT AN
ELECTED OFFICIAL AND
COMMUNITY LEADER TO THE
TASK FORCE

2-PROVIDE A LETTER OF COMMITMENT THAT WE CAN USE TO SEEK HRSA FUNDING.







"IT IS NOT ABOUT WHETHER WE CAN AFFORD A PUBLIC HEALTH DEPARTMENT IN THIS COUNTY, BUT WHETHER CAN WE AFFORD NOT TO CREATE A PUBLIC HEALTH DEPARTMENT GIVEN OUR EVER-INCREASING POPULATION, HEALTH AND ENVIRONMENTAL CONCERNS, AND THE MULTITUDE OF HEALTH AND NATURAL DISASTERS WE HAVE ALREADY EXPERIENCED. WE KNOW WE CAN ANTICIPATE EXPERIENCING MANY OF THESE SAME THREATS WELL INTO OUR FUTURE."

### Thank You

BCPHD CHRONICLES 1/08/2024

### Item# 15

#### 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. <u>Cemetery Workstation and Modules</u>. AFS shall provide the Client with access to Cemetery Workstation and to additional services delivered through the Cemetery Workstation platform ("Workstation Modules"), on the terms set forth in <u>Exhibit A</u> 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 <u>Exhibit B</u> 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. AFS shall provide services in accordance with the fundamental principles and methodologies outlined in the proposal provided to the City of Smithville, as attached in <u>Exhibit C</u> (the "Proposal"). While the actual fees charged may vary from those specified in the original proposal, such fees shall be determined and applied in a manner that adheres to the same guiding principles and calculation methods as delineated in the Proposal.
- 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. <u>Term.</u> 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. <u>Fees.</u> 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. For specific 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. <u>Payments.</u> 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 four primary components: the Integration Fee, Pay-As-You-Go Fee (for additional Records), the Monthly Subscription Fee, and the Additional Services.

- (i) **Integration Fee:** Per this Agreement, AFS will digitize up to 4,600 Client Records for a flat fee of \$23,000. The Integration Fee will be structured as follows:
  - i. A down payment of \$11,500 is due within five (5) Business Days after signing the agreement.
  - ii. The remaining balance of \$11,500 will be divided into 36 equal installments of \$319.44 each.
  - iii. These installment payments will be reflected on the monthly Invoices sent to the Client. Payment Schedule:
    - 1. The first installment payment of \$319.44 is due within five (5) Business Days after the review period for the first Invoice.
    - 2. Subsequent installment payments are due within five (5) Business Days after the review period for each respective Invoice until the full amount is paid.

#### Late Payments:

3. If payment is made more than 30 days after the date of the Invoice, AFS reserves the right to charge interest on the outstanding balance.

### Early Payment Option:

- 4. 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.
- (ii) 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 total fees accrued for such additional records shall be divided equally and added to the remaining monthly installments of the Integration Fee. This adjusted monthly installment amount shall be recalculated based on the total additional fees divided by the number of remaining payments within the 36-installment framework. This adjusted installment shall be reflected in subsequent monthly Invoices issued to the Client. All other terms and conditions related to payment timelines and interest on late payments, as set forth in the original Agreement, shall remain in full force and effect

(iii) 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.

### Payment Schedule:

- i. The first payment of the Monthly Subscription Fee shall be due when the sales module is operational.
- ii. Subsequent Monthly Subscription Fee payments are due within five (5) Business Days after the review period for each respective Invoice until the full amount is paid.

#### Late Payments:

- iii. Late Payments: If payment is made more than 30 days after the date of the Invoice, AFS reserves the right to charge interest on the outstanding balance.
- (iv) 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. <u>Client Representations.</u> By entering into this Agreement, the Client expressly represents and expressly warrants to AFS the following:
  - (i) the Client is a Texas Type A general law city, 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, to the best of Client's knowledge, and AFS shall be entitled to rely on such information in good faith, in performance of AFS's obligations under this contract.
- 7. <u>Indemnification</u>. To the extent allowed by law, 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. <u>Disclaimer and General Release</u>. Except as set forth in this Agreement, 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". Neither Party will be liable, whether in contract, warranty, tort (including negligence, product liability, or other theory), or otherwise, to the other Party or any other person for the cost of recovery or recoupment of any investment made by the Party or their affiliates in connection with this Agreement, or for any loss of profit, revenue, or business, or punitive or consequential damages arising out of or relating to this Agreement, even if the Party has been advised of the possibility of those costs or damages.
- 9. <u>Insurance</u>. 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. <u>Taxes</u>. 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. <u>Confidentiality</u>. 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. AFS may not disclose the data and information provided to AFS by Client through any Record or otherwise to any third party unless required by law.
- 13. Confidential Information. For the purposes of this agreement, "Confidential Information" shall refer to any nonpublic 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. <u>Data Custody and Access.</u> 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. <u>Data Protection and Privacy</u>. 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), the New York SHIELD Act (Stop Hacks and Improve Electronic Data Security Act), and their equivalent applicable state and federal laws, rules and regulations. 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. <u>Relationship of the Parties</u>. 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. <u>Modification</u>. 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. <u>Disputes / Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to choice of law rules. Jurisdiction and venue for any dispute arising under this Agreement shall lie exclusively in the state courts of Bastrop County, Texas and the parties submit themselves to such jurisdiction exclusively.

- 19. <u>Assignment.</u> 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. <u>No Waiver</u>. 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. <u>Severability</u>. 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. <u>Counterparts.</u> This Agreement may be executed in counterparts via electronic mail or facsimile, all of which, taken together, shall constitute one and the same instrument.
- 23. Client may enforce the terms of this Agreement in any case at law or equity. In any suit seeking injunctive or other equitable relief, Client shall not be required to post bond of any sort and shall not be required to show irreparable damage, imminent harm, or an inadequate remedy at law, and it shall be sufficient to show only that AFS is in breach to obtain relief. AFS acknowledges and agrees that breach of this Agreement by AFS shall cause irreparable damage and imminent harm to the City and the City has no other adequate remedy at law to enforce the terms of this Agreement. All available remedies are cumulative of any other remedy, and no action taken to enforce this Agreement shall constitute an election of remedies.
- 24. Contingency Provision Regarding Business Cessation. Notwithstanding any of the foregoing provisions of this Agreement, if AFS shall cease conducting normal business operations for any reason at any time during the Term of this Agreement, Client shall retain all relevant inventory and sales data. Further, the Client shall be granted access to the source code for the Software for the sole purpose of continuing to operate the Cemetery Workstation system. For the avoidance of doubt, this shall not grant the Client the right to license, sell, copy, distribute, or otherwise make use of such source code, and is solely intended to ensure the Client's continued ability to operate all AFS-related systems and files in the event of such cessation of operations by AFS.

### 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#/FINI	\$\$#/FIN: 82.2772475

 $\underline{\textbf{Exhibit A}}$  CEMETERY WORKSTATION & WORKSTATION MODULES

Module	Description	Pricing
Sales Management  Inventory	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  The Inventory Management Module, a crucial component of the	3.9% of all transactions, including properties (Lots/Niches/Crypts) and Services, with a minimum monthly charge of \$150.
Management	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	
Inventory Full	Details of the Full Version:  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

### Full-Service Package Inclusions:

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.

unused) or reserved. 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.

### Work Orders Management

The Work Orders Management Module, integrated into the Cemetery Free With Sales 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

Management Module

Interment	The Interment Arrangements Module, an integral component of the	Free With Sales
Arrangements	Cemetery Workstation software, is tailored to handle the logistical	Management
an angements	aspects of burials. This module oversees and manages burial	
	scheduling, gravesite allocation, and communication with all parties	Module
	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.	
Cremations	The Cremations Management Module serves as a comprehensive	\$7 per arrangement
Management	digital platform for managing cremation processes. This module	
viunugement	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.	
Public Solutions	The Public Solutions module, a part of the All Funeral Services	See Below
	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,	

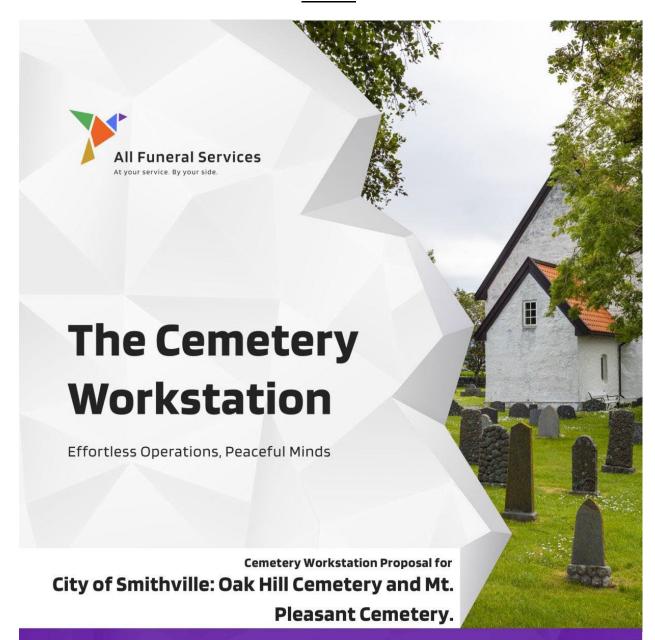
Interactive Lot Selector	acting as a comprehensive digital ecosystem that connects on-site sales, public search portals, and family portals, with the potential for custom development to tailor the content to the cemetery's unique values and needs.  The Interactive Lot Selector, a digital tool integrated 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	Free With Sales Management Module
	provides a verification workflow for lot availability, allowing users to select and potentially purchase available plots and schedule appointments with cemetery staff.	
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	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	Order
	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.	
Family Portal	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.	Free With Sales  Management  Module
Obituary	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.	\$5 per Obituary Order

 $\underline{\textbf{Exhibit B}}$  ADDITIONAL WORKSTATION MODULES Available for purchase

Module	Description	Pricing
Cremations	The Cremations Management Module serves as a comprehensive	\$7 per arrangement
Management	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	5
	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 physica	1
	documents. This module incorporates a dedicated mobile application	,
	"MyCrematorium" available on both iPhone and Android platforms,	
	providing portable crematorium management functionality.	

#### Exhibit C



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 Funerol 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:

#### Do

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 or 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.

#### **Table of Contents**

- 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
  - n. 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 Maaagement•

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

#### Inventory Management

Digitizes records into a searchable database. Integrates mopping 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



#### **Marketing Suite**



Provides online burial scheduling ond coordinotion. Streamlines process for stoff ond families. Improves organization.

Offers online case reservations ond reol-time tracking.
Simplifies document management. Increases transparency.

Includes modern website, interoctive mops, memorials, ond 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**

#### Digitization

into searchable digital

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

#### **Inventory Lite**

Cost-effective approach focused on core inventory needs.

#### **Inventory Self**

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

Ga 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 ore incorporated into the framework.
- Agile development techniques like sprints, stondups, 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 ore embedded during hypercore 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:

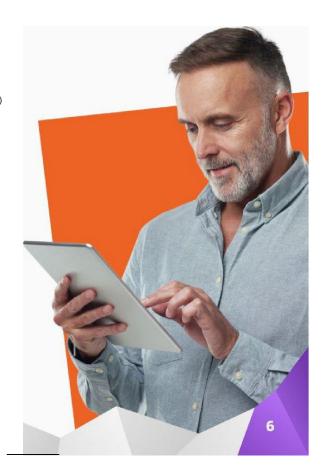
- 1%in the first year: \$99 monthly (\$1,118 annually)
- 3.99% max in year 2+: \$333 monthly (\$3,990 annually)

#### 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



**BUDGET/ SOFTWARE PRODUCTS** 

## 5. Budget/ Professional Services

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

\$4.99 per record

\$1.99 per record

\$2.99 per record

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

Cost-effective approach focused on core inventory needs.

Cost-effective approach focused on core inventory needs.

Cost-effective approach focused on core inventory needs.

Cost-effective approach focused on core inventory management.

Doto 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 ore 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 = 21,875, with a fee of \$5 per decedent thereafter.

Add-Ons:		
Grave Care Services		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 out Team:

#### The Innovators Behind Our Success

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









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/"

**MEET OUR TEAM** 

## 7. Case Study and Testimonials



#### Background:

Woodlawn Cemetery had reliable paper-based processes but sought ta modernize  $\Box$ per $\Box$ ti $\Box$ ns, 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 far self-service.
- Digitized 10 mausoleums/columbariums for digital access, visual plans, and online soles.
- Deployed mobile opp for onsite access to burial information.

#### Results:

800+

cremation cases tracked digitally 400

users per month

00+
clients
on family portal

10
mausoleums/
columboriums

diaitized

00

mobile opp 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 poper documents up-ta-date as well os copies al 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 thot of Cemetery Work Station were the best!

Every person of Cemetery Workstation that I interacted with was professional, friendly, helpful, and very accommodating. My computer skills ore not thot great, but everyone treated me with patience ond respect:



#### 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 hove seen a significant improvement in our overall ef-ficiency and organization. Cemetery Workstation has simplified our doy-to-doy tosks and allowed us to easily monoge oll aspects of our cemetery operations. From tracking burial plots and maintenance tasks ta managing finances and generating reports,

I cannot express enough how thrilled we are with Cemetery Warkstatoon

Cemetery Workstation hos exceeded our e,pectotions in every way. One of the things we appreciate most about this software is the ease of use. It hos o simple interface that makes it easy for all staff members to navigate and utilize. Additionally, their customer service team hos been incredibly helpful and responsive whenever we hove hod questions or concerns, overall.

Cemetery Workstation hos 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 interlace that makes it easy for all staff members to navigate and utilize. Additionally, their customer service team hos been incredibly helpful and responsive whenever we hove had questions or concerns. Overall,



Cemetery Workstation hos 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 softwore, we finally found the perfect solution with Cemetery Workstation by AF\$. Cemetery Workstation has helped us streamline our doily tasks and increase our productivity. The user-friendly interface and intuitive design make it easy for us to monoge 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...ond the custom reporting is priceless!



Since implementing Cemetery Workstation, our cemetery hos become more organized, efficient, and effective. Not only hos Cemetery Workstation helped us to save time and reduce errors, but their dedicated customer service team hos 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 toke 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—nat 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. Cleon "Apple-like" design. Value for the money—no comparison! Product buildout conferences are available for review during the planning & development stages—this was critical far us.

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

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

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



\\{\oodiawn













Forest Hill Cemetery
Utica, NY

#### 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 o 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 worm thank you for considering

our services from all of us a

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 | <u>91lfunera.Lc.9m</u>

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!

13

# Item# 16

#### **RESOLUTION 2024-01-516**

RESOLUTION AUTHORIZING THE CITY OF SMITHVILLE, TEXAS TO BE THE LEAD APPLICANT AND FILE A GRANT APPLICATION WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR A FY2024-2025 SOLID WASTE GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF SMITHVILLE IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF SMITHVILLE WILL COMPLY WITH THE GRANT REQUIREMENTS OF CAPCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND THE STATE OF TEXAS.

**WHEREAS**, CAPCOG administers solid waste grant funds provided by TCEQ for the implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, the City of Smithville, the State of Texas is qualified to apply for grant funds under the Request for Applications; and

WHEREAS, the City of Smithville has identified several unmet needs related to source reduction, recycling, and community education and awareness; and

WHEREAS, these needs correspond to CAPCOG Regional Goals as follows:

Goal #3 Continue and enhance current illegal dumping enforcement programs (particularly, Objective 3B: Support all programs that aim to curtail illegal dumping);

Goal #5 Promote public education on integrated solid waste management;

Goal #6 Encourage effective and efficient management and operation of recycling services;

Goal #7 Encourage the proper management and disposal of municipal solid waste.

Goal #8 Promote reduction in the disposal amount of yard waste and encourage recycling;

Goal #9 Determine whether access to and the availability of legal disposal options in the CAPCOG region are adequate; and

WHEREAS, to meet these needs, the Public Works Department is requesting four (4) Big Belly Solar Trash Compactors (www.bigbelly.com), four (4) "beverage max" recycling containers, and one carton (10 reams) of paper to provide messaging associated with the roll out of this project.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Smithville City Council of Smithville, Texas;

- That the City Manager is authorized to request grant funding under the CAPCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of Smithville in all matters related to the grant application and any subsequent grant contract and grant project that may result.
- That if the project is funded, the City of Smithville will comply with the grant requirements of CAPCOG, the TCEQ, and the State of Texas.
- The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
- Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed	and approved	l by the	City of	Smithville,	this the 8	S <sup>···</sup> of January	2024.
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Signed:

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	Attest:	
Sharon Foerster, Mayor		Jennifer Lynch, City Secretary

# Item# 17

#### **RESOLUTION # 2024-01-517**

**WHEREAS**, MAC-RE, LLC has proposed the rehabilitation of affordable rental housing at 324 Webb Street, named The Willows Apartments in the City of Smithville, Texas; and

WHEREAS, MAC-RE, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for The Willows Apartments

WHEREAS, MAC-RE, LLC has requested a waiver of development/permit fees in the amount of \$250.00 for The Willows Apartments development as a commitment of development funding from the city of Smithville, Texas; and

**WHEREAS**, the city of Smithville, Texas has the authority to defer development fees on the property located at 324 Webb Street;

#### IT IS HEREBY RESOLVED, THAT

The governing body of the city of Smithville, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of \$250.00 to be provided to the development in the form of a waiver of development/permit fees; and

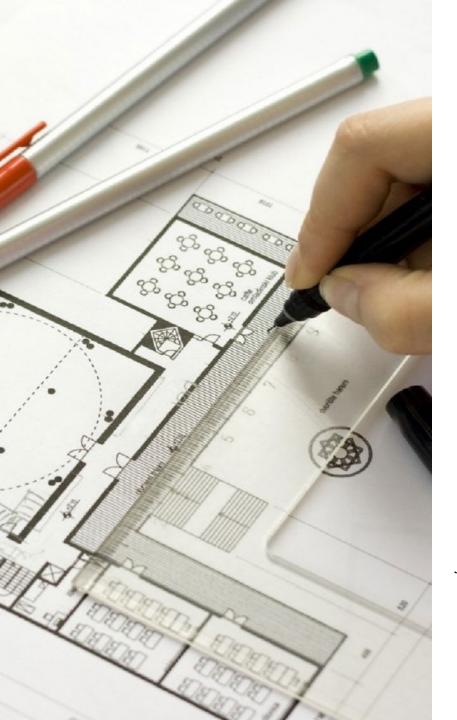
The governing body of the city of Smithville, Texas, hereby confirms that it supports the rehabilitation of The Willows Apartments located at 324 Webb Street and that this formal action has been taken to put on record the opinion expressed by the City on January 8, 2023, and

**FURTHER RESOLVED,** that for and on behalf of the Governing Body, **Sharon Foerster**, **Mayor** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

This resolution shall take effect immediately and upon passage.

PASSED, APPROVED, and ADOPTED this 8th	<sup>h</sup> day of January 2024 at a regular meeting of the City
Council of Smithville.	

Sharon Foerster, Mayor	<u> </u>
	Seal
Jennifer Lynch, City Secretary	<u> </u>



Arx Advantage Presents MAC-RE and The Willows Apartments

Robbye Meyer, Principal Justin Meyer, Principal, Development Specialist Mark Meyer, Principal, Development Analyst



## **MAC-RE OVERVIEW**

MAC-RE completed their first development in 1979 in Mansfield, Louisiana. Since that time they have acquired and completed 147 developments consisting of 4,978 units in 98 cities throughout Texas, Louisiana, and Mississippi. 3,406 of the units are for families and 1,572 of the units are for seniors.

## ARX ADVANTAGE OVERVIEW

Arx Advantage Consulting, the development consulting group, has over thirty years of finance, real estate, housing programs and asset management experience. Robbye Meyer, principal and owner, is the former director of multifamily finance for the Texas Department of Housing and Community Affairs. Justin Meyer, principal, directs development logistics and planning. Mark Meyer, principal, oversees development strategic analysis.

Arx Advantage is a comprehensive real estate development consulting firm. The vision of Arx is to assist in the development of affordable housing through the use of public and private funding resources and to assist in providing opportunities for the people who eventually live in the homes created by helping provide them with the resources they need to better their lives.

## TAX CREDIT PROGRAM OVERVIEW

- IRS Program originated through 1986 tax plan
- Program administered through State agencies TDHCA
- Investor receives dollar-for-dollar income tax reduction
- Investor dollars contribute equity in the financing structure to reduce the amount of mortgage debt on the property
- Lower debt allows owner to charge below market rents

## THE WILLOWS APARTMENTS

32 Units of Affordable Rental Housing for families

- 4 residential buildings
  - 16 one bedroom units
  - 16 two bedroom units
- 1 attached office building

All units are reserved for families making 60% and below the area's median income.

## THE WILLOWS APARTMENTS



## PROPOSED REHABILITATION

- Retrofitting parking areas for accessibility
- Kitchen cabinets/vanities/countertops
- Replace kitchen sinks
- New mailbox pad
- Metal fascia wrap
- New gutters
- Roofing replacements
- Additional framing and drywall
- Doors and windows replacement
- VCT Tile floors
- Parking lot upgrades
- Landscaping upgrades



- Energy Star refrigerators
- Energy Star rated electric ranges
- Energy Star rated water heaters
- Tub/shower upgrades
- Energy Star HVAC units
- Energy Star ceiling fans

## **TIMELINE**

January 5, 2024 – Submitted Pre-Application

March 1, 2024 – Submission of Full Application

July 2024 - Awards Announced

April 2025 - Close on Development

June 2025 - Begin Construction on the rehabilitation.

## ASSISTANCE NEEDED FROM THE CITY

- 1. Resolution of Support from the City Council (needs to be submitted with application on March 1, 2024)
- 2. A waiver or reduction of fees for the Development in an amount of at least \$250.00 (also needs to be submitted with application on March 1, 2024)

MAYOR SHARON FOERSTER

MAYOR PROTEM TOM ETHEREDGE

COUNCIL MEMBERS
JANICE BRUNO
JIMMIE JENKINS
TYRONE WASHINGTON
MITCH JAMESON

SMITHVILLE TEXAS

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

CITY MANAGER ROBERT TAMBLE

December 12, 2023

To Whom It May Concern:

The Willows Apartments (324 Webb Street / Smithville, TX / 78957) are located in an "MF-1" Multi-Family Residential District which allows for multi-family apartments.

A recent inquiry was made to the City about remodeling the Willows Apartments. The City does not have any objections and fully supports the project. However, the renovation / remodeling of the Willows Apartments must comply with all current building codes and zoning regulations. Application for a demolition permit must be submitted as well as the necessary permits and inspections for upgrading plumbing and/or electrical systems. In addition, be advised that the parking requirement(s) for Multi-family zoning is 2 spaces for each dwelling unit per Smithville Code of Ordinances, Chapter 14 – Zoning, Part 3 - General Development Standards, Section 3.5, "Parking and Loading".

If you have any questions or require additional information, please do not hesitate to call.

Respectfully,

Robert Tamble, CSP / CIT

Roleit Tamble

City Manager 317 Main Street Smithville, TX 78957 (512) 237-3282 - office

(512) 423-9390 - cell



Arx Advantage, LLC

Robbye G. Meyer 1305 Dusky Thrush Trail Austin, Texas 78746 (512) 963-2555 robbye@arxadvantage.net

December 29, 2023

Mayor Sharon Foerster Smithville City Mayor PO Box 449 Smithville, TX 78957-

The Honorable Sharon Foerster,

MAC-RE, LLC is making an application for 2024 Housing Tax Credit and Direct Loan Programs with the Texas Department of Housing and Community Affairs ("TDHCA") for the Willows Apartments located at 324 Webb St, Smithville, Bastrop County, Texas. This acquisition / rehabilitation development is an apartment community proposed to be comprised of approximately 32 units of which 31 will have restricted rents. The development will have an approximate residential density of 14.78 units per acre.

In the spring, the Department will hold public hearings in various locations around the state or virtually to gather input on Competitive Housing Tax Credit applications. The hearing schedule along with contact information for written public comment will be published on TDHCA's <u>Public Comment Center</u> of their website later in the spring.

An interested party or Neighborhood Organization can provide comments on any and all applications at each hearing, or can provide written comments to the Department by email at <a href="https://example.com/

Texas Department of Housing and Community Affairs Public Comment – Multifamily Finance Division P O Box 13941 Austin, Texas 78711-3941

Note that in order for input on Competitive Housing Tax Credit applications to be included in the materials relating to presentation for awards to be provided to the Governing Board of the Texas Department of Housing and Community Affairs; such input must be received by the Department by 5:00 p.m., Austin local time, on June 1, 2024.

Should you have any questions or if you would like additional information about this proposed development, please contact Robbye Meyer at (512) 963-2555 or email at <a href="mailto:robbye@arxadvantage.net">robbye@arxadvantage.net</a>.

Sincerely,

Robbye Meyer

Housing Consultant

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#### **Cemetery Sexton Contract**

This Agreement is made this day between the City of Smithville, Texas, hereinafter called CITY, and **Roy Wood**, an Independent Contractor hereinafter called CONTRACTOR, which shall become effective on <u>January 1, 2024</u>. The contract term is for a twenty-four (24) month period ending December 31, 2025. The City may, in its sole discretion, extend this contract for an additional twenty-four (24) month period by giving written notice prior to contract expiration.

- 1. This Agreement is made in consideration of the services to be rendered hereunder by Contractor and the compensation herein agreed by the City to be paid to Contractor for such services.
- 2. The city appoints **Roy Wood** as the exclusive Contractor for the duties of Cemetery Sexton at Oak Hill and Mt. Pleasant cemeteries, owned by the City of Smithville.
- 3. The Contractor shall act as Cemetery Sexton. The Contractor is responsible for: keeping records of burials, measuring correct grave spaces and marking spaces for each interment, meeting with memorial companies to measure and get correct spacing of grave markers, meeting with property buyers to show lots and spaces that are available to be purchased from the City, meeting with the cemetery service that prepares graves to make certain graves are in correct spaces (This could be any day of the week, including Saturday and Sunday; at different times of the day, whenever contact is made with cemetery service to find out what time they will arrive at cemetery). It is the responsibility of the Sexton to make sure all information is conveyed to the city in a timely manner. Contractor will be responsible for appointing someone to fulfill his/her duties in the event of prolonged absence. Contractor will be held liable for any claims that may arise from errors made in marking graves. Should a grave be marked in error, Contractor, at his own expense, will be responsible for correcting said error. All cemetery records, files, and drawings completed by the Contractor while serving as the Sexton under the terms of this contract are the property of the City of Smithville.
- 4. In consideration of the above services, the City shall pay to the Contractor the sum of \$10,800. This sum is to be paid in twenty-four (24) monthly installments of \$450.00 beginning January 1, 2024.
- 5. Either party, for good cause, upon thirty (30) days prior written notice may terminate this agreement. Notice may be delivered in person or by Certified Mail, Return Receipt Requested; to the City of Smithville at P. 0. Box 449, Smithville; Texas 78957, and to Contractor at P.O. Box 656 Smithville, TX 78957.
- 6. The Contractor shall provide a performance bond in the face amount of Five Thousand Dollars (\$5,000), payable to the City, conditioned that he shall truly and faithfully perform all of the terms, covenants, and conditions of this agreement on his part to be performed.

- 7. If any action is brought in law or equity to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses of litigation, which shall be in addition to any other relief awarded.
- 8. This contract agreement embraces the entire agreement of the parties mentioned herein and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
- 9. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party.
- 10. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this agreement shall be in Bastrop County, Texas.
- 11. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.
- 12. Contractor shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association without prior written consent from City. Any such unauthorized sublease, assignment, sale, or transfer shall be grounds, at the option of the City, to immediately terminate this contract agreement.

EXECUTED this 8th day of January 2024.

City of Smithville:

Robert Tamble, City Manager

Jennifer Lynch, City Secretary

Contractor:

Roy Wood

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#### RESOLUTION

#### #2024-01-518

## A RESOLUTION OF THE CITY OF SMITHVILLE, TEXAS CALLING A MUNICIPAL GENERAL ELECTION FOR THE 4<sup>th</sup> DAY OF MAY, 2024

**WHEREAS**, a General Election is hereby ordered to be held on May 4, 2024, to elect the following positions;

Mayor (a two-year term)
Alderman Place 4 (a two-year term)
Alderman Place 5 (a two-year term)

Said election shall be held at one polling place for all qualified voters of said City. The precincts shall be consolidated into one polling place, which polling and presiding officer and said election shall be:

Precincts: 2005, 2006, and 2008 within the city limits

Polling Place: Smithville Recreation Center, 106 Gazley St., (in the Media Room) Smithville,

Texas

Presiding Officer: Determined at a later date by Bastrop County Elections Administrator

The Presiding Judge at such election shall appoint no less than two (2), no more than five (5) clerks on election day, the polling shall be open from 7:00 a.m. to 7:00 p.m. on Election Day; and

WHEREAS, early voting by personal appearance will be conducted each weekday at Smithville Recreation Center, 106 Gazley St., (in the Media Room) Smithville, Texas, voting hours shall be between the hours of 8:00 a.m. and 5:00 p.m. beginning April 22, 2024, and ending April 26, 2024, and between the hours of 7:00 a.m. -7:00 p.m. Starting April 29, 2024, ending April 30, 2024. Applications for ballot by mail shall be mailed to Bastrop County, Kristin Miles, Early voting Clerk, Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballot by mail must be received no later than the close of business on April 23, 2024.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Smithville, Texas that notice of election to be held on May 4, 2024, is hereby ordered and called. Notice of election shall be given: (a) by publication one time in a newspaper of general circulation in the City of Smithville, not less than ten (10) nor more than thirty (30) days before the date act herein for such election; and (b) by posting such notice at City Hall and in each election precinct of the City not less than twenty-one (21) days before the date set herein for such election.

PASSED AND APPROVED this 8th Day of January 2024.

	Sharon Foerster, Mayor	
Attest:		
Attest.		
Jennifer Lynch, City Secretary		

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#### **CONTRACT FOR ELECTION SERVICES**

#### **BETWEEN**

#### THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY

#### **AND**

#### THE CITY OF SMITHVILLE

#### FOR THE MAY 4, 2024 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as "Contracting Officer," and The City of Smithville, hereinafter referred to as the "CITY," pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY's May 4, 2024 Election, hereinafter referred to as "the election". The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

#### A. Notification to Presiding and Alternate Judges; Appointment of Clerks.

- 1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.
- 2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.
- 3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.
- 4. Notification to the election judges and alternates shall be made no later than April 22, 2024.

- **B.** Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.
- C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.
- **D.** Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.
- **E.** Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.
- **F.** *Ballots.* The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.
- **G.** *Early Voting.* In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).
- 1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

- 2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.
- 3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

- 4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 4, 2024.
- **H.** Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.
- I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

- **J.** *Manual Counting.* The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- **K.** Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.
- **L.** Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.
- II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:
  - **A.** Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.
  - **B.** *Polling Locations.* The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

- **C.** Applications for Mail Ballots. The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.
- **D.** Election Orders, Election Notices, Canvass. The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

**E.** *Paper Ballots.* In advance of the March 20, 2024 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

#### III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

- A. Compensation. The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 4, 2024 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.
- **B.** Number of Election Workers. The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

#### IV. JOINT EXPENSES AND PAYMENT

A. Expenses Incurred and Billing. The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

- **B.** *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.
- C. Payment. The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602. If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.
- **D.** Expense Item Larger than \$500. If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

- **E.** Estimated Cost of Services. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.
- **F.** Administrative Fee. The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

#### V. GENERAL PROVISIONS

- **A.** *Nontransferable Functions.* In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing
  - 1. the authority with whom applications of candidates for a place on the ballot are filed;
  - 2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- **B.** *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 4, 2024. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.
- C. Cancellation of Election. If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in IV. PAYMENT above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in IV. PAYMENT above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 4, 2024 Joint Election.
- **D.** Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.
- **E.** *Representatives.* For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

#### For the CITY:

#### For the Contracting Officer:

Jennifer Lynch Kristin Miles
City Secretary Elections Adr

City Secretary Elections Administrator
City of Smithville Bastrop County
317 Main St. 804 Pecan Street
Smithville, TX 78957 Bastrop, TX 78602

Tel: (512) 237-3282 Tel: (512) 581-7160 Fax: (512) 237-4549 Fax: (512) 581-4260

Email: jdlynch@ci.smithville.tx.us Email: elections@co.bastrop.tx.us

- **F. Recount.** A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.
- **H.** Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.
- **I.** Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- **J. Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- **K.** Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

L. *Mediation*. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE	DAY OF	, 2024
	City Manager	
	City of Smithville	
	Bastrop County, Texas	

WITNESS BY MY HAND THIS THE	, DAY OF, 2024.	
	Gregory Klaus	
	County Judge	
	Bastrop County, Texas	

WITNESS BY MY HAND THIS THE	DAY OF	, 2024.
	Kristin Miles	
	Elections Administrator	
	Bastrop County, Texas	

#### **EXHIBIT "A"**

#### **EARLY VOTING DATES, TIMES, AND LOCATIONS**

#### **Time Period:**

Monday, April 22, 2024 through Tuesday, May 2, 2024.

#### **Main Location:**

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

#### **Branch Locations:**

Smithville Rec Center, 106 Royston St., Smithville Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00 am – 5:00 pm	8:00 am – 5:00 pm	8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

#### **Voting by Mail:**

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

#### **EXHIBIT "B"**

#### **ELECTION DAY POLLING LOCATIONS ELECTION**

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Ascension Catholic Church, 804 Pine St., Bastrop
Paige Community Center, 107 S. Main St., Paige
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
Elgin Recreation Center, 361 N. Hwy 95, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

\*\*\*Locations Subject to Change Depending on Entities Participating in the Joint Election\*\*\*

#### EXHIBIT "C"

#### **ESTIMATED COST OF ELECTION**

#### **CITY OF SMITHVILLE**

Optical Ballots and Programming Expenses Rental Fee for ExpressVote and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	\$ 3,477.69
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL 10% ADMINISTRATIVE FEE	\$ 3,677.69 \$ 367.77
TOTAL	<u>\$ 4,045.46</u>

# Kgo '%21

#### AD VALOREM TAX ASSESSMENT & COLLECTION CONTRACT

#### **BETWEEN**

#### **BASTROP COUNTY**

#### AND

#### **City of Smithville**

THE STATE OF TEXAS §

Ş

COUNTY OF BASTROP §

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, the County of Bastrop, acting by and through its Commissioner's Court, hereinafter referred to the "County", has agreed to provide tax assessing and collecting services for the City of Smithville, hereinafter referred to as the "City"; and

WHEREAS, the City, acting by and through its governing body, having authorized the Mayor of the City of Smithville to execute this contract, has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

WHEREAS, the County and the City find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the City represents fair compensation and complies with Texas Property Tax Code Section 6.24 and Texas Government Code Section 791.011.

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows:

- Appointment. Under the provisions of Chapter 791, Texas Government Code and Section 6.24(a) of the
  Texas Property Tax Code, the County, through its duly elected Tax Assessor-Collector, shall serve as the
  City's tax assessor-collector for ad valorem tax purposes. The County agrees to perform for the City all
  acts necessary and proper for the assessment and collection of the City's taxes, and the City expressly
  authorizes the County, through its duly elected Tax Assessor-Collector, to do and perform all acts
  necessary and proper to assess and collect taxes for it. Taxes will include any and all value-based
  assessments collected by the City.
- 2. Obligations of the Parties.
- (a) County Obligations: The County agrees to:
  - prepare and mail all tax statements,
  - 2. provide monthly collection reports to the City,

- 3. prepare tax certificates, develop, and maintain both current and delinquent tax rolls,
- 4. comply with all applicable laws, including the requirements of Sections 26.04, 31.10, and 31.11 of the Texas Property Tax Code, and
- 5. develop and maintain such other records and forms as are necessary or required by applicable law or rules and regulations.
- 6. develop and maintain written policies and procedures of its operations, make available to the City full information about the operation of the county tax office, and promptly furnish written reports reasonably necessary to keep the City fully informed of all financial information affecting it.

#### (b) City Obligations: The City agrees to:

- 1. promptly deliver to the possession and control of the County all records that its tax office has accumulated and developed in the assessment and collection of taxes, and
- cooperate in furnishing or locating any other information and records needed by the County to perform its duties. All information and records will be delivered to the County by September 1 of the tax year, or as soon thereafter as is practical.

The City further agrees that it is authorized to enter into this agreement and has taken all the required prerequisite steps to enter into this agreement as required by Texas Property Tax Code Chapter 6 and any other relevant law.

#### 3. Records Calculations.

- (a) The County, at the City's request, will timely calculate and furnish to the City information regarding the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate within statutory guidelines. The City will publish all required notices at the City's expense.
- (b) The County, at the City's request, will timely assist the City in calculating proposed tax levies based on the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate.
- (c) If the City fails to adopt its tax rate by the later of September 30 of the tax year, or within sixty (60) days after the City receives their certified tax roll, this contract becomes void at the County's option. If the City's adopted tax rate is rolled back, the costs for additional publication and notices will be the responsibility of the City and any additional assessing costs incurred by the County for any late and separate tax bill processing or issuance of corrected bills associated therewith will be strictly accounted for by the County and will be payable by the City upon submission of that accounting by the County.
- 4. <u>Delinquent Taxes</u>. Pursuant to Section 6.24 and 6.30 of the Texas Property Tax Code, the City authorizes the County to designate and select a delinquent tax attorney to enforce the collection of delinquent taxes for the City. Also, in accordance with the Texas Property Tax Code Sec. 6.30, the City agrees that the delinquent tax attorney fees may not exceed twenty percent (20%) of the total amount of taxes, penalties, and interest due the City, as may be provided for in the contract with private legal counsel. The attorney fees will be paid out of the delinquent taxes, penalties, and interest collected by such counsel for the City. An annual review of the services provided by the delinquent tax attorney will be performed by the County. The City reserves the right to participate in the selection process for a delinquent tax attorney.
- 5. <u>Compensation.</u> For each tax year, the City will pay to the County for assessment and collection services an amount per parcel of taxable property or account, including accounts on personal property, taxable by the City, each such parcel or account referred to hereafter as a "parcel". The number of parcel taxable by the City will be determined as of the certification of the City's appraisal roll for the year for which payment is due. Notwithstanding anything to the contrary, the compensation payable to the County under this Agreement may not exceed the actual costs incurred by the County. As used in this Agreement, "actual costs" means the costs that the County incurs over and above that cost that the County would incur if the County were not collecting for the City.

- (a) The City agrees to pay the County per parcel of property, referred to as the per parcel rate, for every parcel for which taxes are assessed during the term of this contract. The number of parcels will be based on the certified tax roll each year. For the term of this contract, the per parcel rate will be calculated by the County Auditor using current year financial data to identify additional costs incurred, referred to as actual costs outlined in the Commissioner's Court Determination of Cost Summary, attached here to, and incorporated herein for all purposes. The County Auditor shall calculate and invoice the City annually, based on the methodology approved by the Commissioner's Court. A copy of the current calculation will accompany each invoice. The City shall remit payment to the County for tax calculations and collections on an annual basis by [date] of each calendar year.
- (b) The County shall diligently collect all taxes assessed and levied by the City and shall promptly remit such taxes collected on behalf of the City.
- 6. <u>Audits</u>. The County will allow the City to audit its tax records at any time. The expense of such audit will be paid by the City. In the event of such an audit, the City will furnish a copy of the audit to the County. The County will conduct its own internal audits and "outside" audits by private accounting firms as part of the County's tax collecting function on a regular basis and will provide copies of those audits to the City. The County's audit will extend only to the City's tax collecting function and will not involve any other aspects of the City's business or financial affairs.
- 7. <u>Surety Bond</u>. The County will obtain a surety bond for the County Tax Assessor-Collector to assure proper performance of the collecting function provided in the contract, as required by Texas Property Tax Code Section 6.28. Such bond will be executed by a solvent surety company authorized to do business in the State of Texas.
- 8. <u>Deposits</u>. The County will deposit taxes collected under this contract into such depository as is selected by the City. Such deposits will be made every day on which both the County's tax office and the City's depository are open for business.
  - 9. Internet Access. The County agrees to furnish Internet access to all collection information.
- 10. <u>Term: Termination</u>. The term of this contract is for one year. This contract shall be in effect from the date of full execution and shall automatically renew from year to year unless terminated by either party. Either the City or the County may cancel this contract by giving a one-year written notice. In the event of such termination, the City agrees to pay promptly any balances still due under this contract, and the County agrees to return promptly all records to the City. The City agrees to pay all reasonable costs for the reproduction of such records.
- 11. Return of Records. If this contract terminates for any reason, all records received by the County will be returned to the City.
- 12. <u>Assessment Changes</u>. The County and the City acknowledge that the Bastrop Central Appraisal District sets the values on all properties and that such values will be provided to the County for tax assessment. After all the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Bastrop Central Appraisal District or judicial determination.
- 13. <u>Timely Payment Determination</u>. In the event, there is an unavoidable circumstance and the constituent's payment is deemed late, the City will agree to accept the conditions that the Bastrop County Commissioner's Court finds admissible sufficient under Texas Property Tax Code Section 33.011(j).
- 14. <u>Entire Agreement</u>. This contract supersedes any and all agreements and contracts by and between the City and the County relative to collection of taxes.

**IN WITNESS WHEREOF**, these presents are executed by authority of the governing bodies of the respective parties hereto.

APPROVED AND EXECUTED ON THIS THE Bastrop County Commissioners Court.	DAY OF	, 2023 by the
ATTECT	COLUNTY OF PACTOON	
ATTEST:	COUNTY OF BASTROP:	
	By: Gregory Klaus, County Judge	
County Clerk Krista Bartsch	Gregory Klaus, County Judge	2
	Bv:	
	By: Melvin Hamner, County Cor	nmissioner, Pct.
	Ву:	
	Clara Becket, County Comm	
	Ву:	
	Mark Meuth, County Comm	
	Ву:	
	David Glass, County Commi	
APPROVED AND EXECUTED ON THIS THE of Smithville.	DAY OF	, 2024 by the City
BY:		
Mayor,	_	
City of Smithville		
ATTEST:		
[Designated Attestant] [Attestant's title]		
[Attestant 5 title]		

#### Parcel Rate Calculation FY 23-24

	<u>Tax Coll</u> e	ections_			
otal # of tax statements 162,016	Dept 499 Salaries - Tax Assessor Collector	\$	742,967	8%	\$ 59,437
	Dept 499 Fringe - Tax Assessor Collector	\$	260,039	8%	\$ 20,803
	Dept 500 Salaries - Tax Collections	\$	381,375	60%	\$ 228,825
	Dept 500 Fringe - Tax Collections	\$	133,481	60%	\$ 80,089
	Dept 500 Operational Cost	\$	57,800	17%	\$ 9,826
	Salaries - Custodian & IT Tech	\$	110,170	17%	\$ 18,729
	Fringe - Custodian & IT Tech	\$	38,560	17%	\$ 6,555
	Servers & Software	\$	122,856	17%	\$ 20,886
	Utilities	\$	28,705	17%	\$ 4,880
	Buildings & Land	\$	123,022	17%	\$ 20,914

#### Percentage Calculations

Per Parcel Amount =

1/12 = 8% (rounded) 1 month 1/6 = 17% (rounded) 2 months/50% of the time 4/7 = 60% (rounded)

\$2.91

Total Payment =

\$470,943

	Nı	umber of P	arcels Per E	Entity I	FY 23/24			
ENTITY	Approved	Under Review	Total # of Parcels	x	Rate	=	Annual Payment	Quarterly Payment x 4
BASTROP ISD	45,261	0	45,261	Х	\$2.91	=	\$131,563.35	\$32,890.84
ESD #1 - BASTROP COUNTY ESD #1 - Defined	24,503 83	0 0	24,503 83	X X	\$2.91 \$2.91	= =	\$71,224.60 \$241.26	\$17,806.15 \$60.32
ESD#2 - BASTROP COUNTY	19,040	0	19,040		\$2.91	=	\$55,344.92	\$13,836.23
SMITHVILLE ISD SMITHVILLE ISD-Fayette County	12,871 316	0 0	12,871 316	X X	\$2.91 \$2.91	=	\$37,413.05 \$918.54	\$9,353.26 \$229.63
ELGIN ISD	11,530	0	11,530	X	\$2.91	=	\$33,515.07	\$8,378.77
ELGIN ISD-Lee County	118	0	118	X	\$2.91	=	\$343.00	\$85.75
ELGIN ISD-Travis County	3,753	0	3,753	X	\$2.91	=	\$10,909.11	\$2,727.28
AUSTIN COMMUNITY COLLEGE AUSTIN COMMUNITY COLLEGE-Lee County	11,516 118	0	11,516 118	X X	\$2.91 \$2.91	=	\$33,474.37 \$343.00	\$8,368.59 \$85.75
CITY OF BASTROP	6,582	0	6,582	X	\$2.91	=	\$19,132.37	\$4,783.09
CITY OF ELGIN	4,346	0	4,346	Х	\$2.91	=	\$12,632.83	\$3,158.21
CITY OF ELGIN-Travis County	1,270	0	1,270	X	\$2.91	=	\$3,691.60	\$922.90
CITY OF SMITHVILLE	2,789	0	2,789	X	\$2.91	=	\$8,106.98	\$2,026.75
MCDADE ISD	1,604	0	1,604	X	\$2.91	=	\$4,662.46	\$1,165.62
WCID #3 WCID Defined	74 171	0 0	74 171	X X	\$2.91 \$2.91	= =	\$215.10 \$497.06	\$53.78 \$124.26
Hunter's Crossing PIDS	545	0	545	X	\$2.91	=	\$1,584.19	\$396.05
MUD #1E - The Colony	158	0	158	X	\$2.91	=	\$459.27	\$114.82
MUD #1F - The Colony	40	0	40	X	\$2.91	=	\$116.27	\$29.07
MUD #1D - The Colony	112	0	112	X	\$2.91	=	\$325.56	\$81.39
MUD 1A - The Colony	535	0	535	X	\$2.91	=	\$1,555.12	\$388.78
MUD 1B - The Colony	330	0	330	X	\$2.91	=	\$959.23	\$239.81
MUD 1C - The Colony	302	0	302	X	\$2.91	=	\$877.84	\$219.46
MUD 1G - The Colony	2	0	2	X	\$2.91	=	\$5.81	\$1.45
BTCESD1	11312	0	11,312	Х	\$2.91	=	\$32,881.39	\$8,220.35
BTCESD1-Travis County	2,308	0	2,308	X	\$2.91	=	\$6,708.83	\$1,677.21
Colovista MUD #1	306	0	306	X	\$2.91	=	\$889.47	\$222.37
West Bastrop Village MUD	3	0	3	X	\$2.91	=	\$8.72	\$2.18
ALTESSA MUD	112	0	112	X	\$2.91	=	\$325.56	\$81.39
ELGIN MUD 1	4	0	4	Х	\$2.91	=	\$11.63	\$2.91
ELGIN MUD 2	2	0	2	X	\$2.91	=	\$5.81	\$1.45
Totals:	162,016	0	162,016				\$470,943	\$470,943

#### **Commissioner's Court Estimated Determination of Cost Summary**

- Approximately 2 months out of the year Department 499 spends half of their time assisting with centralized collections. (8%)
- Department 500 has historically been designated for centralized collections. Approximately, 4 out of 7 employees are dedicated to collecting for entities other than Bastrop County. (60%)
- Approximately 2 months out of the year, Department 500's operational costs are used to collect tax payments. (17%)
- Approximately 2 months out of the year, the Custodian and IT Techs time is utilized cleaning and assiting the Tax Office. (17%)
- A substantial amount of data is stored during the 2 busiest months at the tax office due to centralized collections. (17%)

#### Percentage Calculations

1/12 = 8% (rounded) 1 month 1/6 = 17% (rounded) 2 months/50% of the time 4/7 = 60% (rounded)

- There are currently 4 Bastrop County buildings used for Tax Collection in the County. Approximately, 1/2 of the TADS utilities and 1/3 of the 3 substations utilities are used for centralized collections. (17%)
- There are currently 4 Bastrop County buildings used for Tax Collection in the County. Approximately, 1/2 of the TADS building/land and 1/3 of the 3 substations/land are used for centralized collections. Roughly 2 months out of the year, taxes are collected in these locations. Total is divided by a 30 year depreciation. (17%)

## Item# 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 idlynch@ci.smithville.tx.us

#### **APPLICANT INFORMATION**

Name:

Street Address: 144 Ken Blaschke Dr.				
City: Smithville.	State: 7X Zip Code: 78957			
Home email:	Work email: NA			
Home Phone: Work	Phone: Cell Phone:			
Please Indicate how you wish to be contacted: Phone Email				
Your personal information will be reviewed to determ All applications are kept for one year from the date so	ine the most suitable candidates for the committee. elected applicants are announced.			
<ul> <li>ELIGIBILITY FOR MEMBERSHIP ON AN ADVI</li> <li>Membership on city-appointed boal</li> <li>Applicant cannot be an elected office</li> <li>Members are expected to be able to</li> </ul>	rds require the applicant to live within the city limit and/or ETJ. iai, officer, or employee of the City of Smithville.			
CITY ADVISORY BOARD, COMMISSIO	IN, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING			
☐ AIRPORT ADVISORY BOARD	☐ LIBRARY ADVISORY BOARD			
☐ HOSPITAL AUTHORITY BOARD	☐ PLANNING AND ZONING			
☐ HISTORIC PRESERVATION DESIGN	✓ HOUSING AUTHORITY BOARD			
STANDARDS ADVISORY COMMITTEE	OTHER			
·				
☐ New Applicant	☑ Current Board Member			
-	Years of Service:			

Education:  HS/GED  Age Range: <a href="#">Age Range:</a> Vears in Smithville: <a href="#">QUALIFICATIONS</a> 1. Have you previously be Board and term of your than 2023 Use 2. How did you hear about the 2023 Use 2. How did you hear about the 2023 Use 3. Please list experience  July been provided the second of the secon	een a member of previous appoint this Board and Baylon, and background	of a City of Sm tment. tment. d/or vacancy	ne Board for which	pard? If yes, pleas  South Bo  you are applying:	e indicate the
Age Range:  □ <18  Years in Smithville: □ <2  QUALIFICATIONS  1. Have you previously be Board and term of your □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	een a member of previous appoint this Board and Baylon, and background	of a City of Sm tment. tment. d/or vacancy	□ 35-59    10-19  iithville Advisory Bo	pard? If yes, pleas  South Bo  you are applying:	e indicate the
Years in Smithville:    <2	een a member of previous appoint this Board and Bayler, and background	of a City of Sm tment. Le Le d/or vacancy relevant to t	ithville Advisory Bo	pard? If yes, pleas  Resulty Bo	e indicate the
Years in Smithville:    <2	een a member of previous appoint this Board and Bayler, and background	of a City of Sm tment. Le Le d/or vacancy relevant to t	ithville Advisory Bo	pard? If yes, pleas  Resulty Bo	e indicate the
QUALIFICATIONS  1. Have you previously be Board and term of your the LOL3 years. How did you hear about the Arom Rhanda.  3. Please list experience	een a member of previous appoint this Board and Bayler, and background	of a City of Sm tment. Le Le d/or vacancy relevant to t	ithville Advisory Bo	pard? If yes, pleas  Resulty Bo	e indicate the
QUALIFICATIONS  1. Have you previously be Board and term of your the 2023 years. How did you hear about the 2023 years.	een a member of previous appoint the second and background	of a City of Sm tment. Le Le d/or vacancy relevant to t	nithville Advisory Bo	pard? If yes, pleas  Resulty Bo	e indicate the
QUALIFICATIONS  1. Have you previously be Board and term of your the 2023 years.  2. How did you hear about the Anna Ahanda.  3. Please list experience	een a member of previous appoint the second and background	of a City of Sm tment. Le Le d/or vacancy relevant to t	nithville Advisory Bo	pard? If yes, pleas  Resulty Bo	e indicate the
1. Have you previously be Board and term of your the 2023 year.  2. How did you hear about the Ann Ahanda.  3. Please list experience	ut this Board and	d/or vacancy	nithville Advisory Bo	pard? If yes, pleas  Resulty Bo	e indicate the
2. How did you hear abo  From Ahonda  3. Please list experience	Bayler,	relevant to t	ne Board for which	_	_
From Rhonda 3. Please list experience	Bayler,	relevant to t	ne Board for which	_	_
3. Please list experience	and background			_	-
3. Please list experience	and background			_	
		g Vic	- grand	4 Noble	chand.
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	<del></del>	<del></del>			<u> </u>
		<del>-                                    </del>	•	<u> </u>	
		•			
After all applications have boonsideration.	een received, the l	Mayor and Cit	y staff will bring a rep	port to Council mee	ting for Council's
DECLARATION OF APPLIC declare that the informa City of Smithville Advisory SIGNATURE Movale	tion I submit in t Board, as I am r	not an electe	d official, officer or	at I am eligible to employee of the e	City of Smithville.



### 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: Tros Strewer				
Street Address: 20 Fawce	th St			
City: Smitherell	State: Zip Code: 7097			
Home email:	Work email:			
Home Phone: Work Phone:	Cell Phone:			
Please indicate how you wish to be contacted: Phone Email				
CONSENT TO USE PERSONAL INFORMATION  Your personal information will be reviewed to determine the m  All applications are kept for one year from the date selected ap	ost suitable candidates for the committee. plicants are announced.			
<ul> <li>ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY Be</li> <li>Membership on city-appointed boards required</li> <li>Applicant cannot be an elected official, official</li> <li>Members are expected to be able to complete</li> </ul>	ire the applicant to live within the city limit and/or ETJ. er, or employee of the City of Smithville.			
CITY ADVISORY BOARD, COMMISSION, AND	OR COMMITTEE FOR WHICH YOU ARE APPLYING			
☐ AIRPORT ADVISORY BOARD	☐ LIBRARY ADVISORY BOARD			
☐ HOSPITAL AUTHORITY BOARD	☐ PLANNING AND ZONING			
☐ HISTORIC PRESERVATION DESIGN	HOUSING AUTHORITY BOARD			
STANDARDS ADVISORY COMMITTEE	☐ OTHER			
☐ New Applicant	Current Board Member			
	Years of Service:			

			DEMO	GRAPHICS				
Education:								
☐ HS/GED		☐ Some Coll	lege	☐ Colle	ge Degree	□G	iraduate School	
	•							
Age Range:				0				
□ <18		□ 18-34		35-59	)	□ 6	0+	
	*							
Years in Smit	hville:							
□ <2	□ 2-	4	□ 5-9		□ 10-19		20+	
QUALIFICATIO  1. Have you pro Board and term	eviously bee			Smithville <i>i</i>	Advisory Boar	d? If yes,	, please indicate	the
2. How did you	d							
3. Please list ex	perience and		Televant to	o the board	a for which yo	u are ap	ріупів. 	
Acres - Constitution of the Constitution of th								
				7.1				
				W. C.		17		
				***************************************				
	X							
	00 10							
After all applicati consideration.	ons have bee	າ received, the	Mayor and	City staff w	II bring a repor	t to Coun	cil meeting for Cou	ıncil's
DECLARATION	OF APPLICA	NT						
l declare that th City of Smith <b>v</b> i∖l	ne informatio e Advisory <del>, B</del>	on I submit in <del>oar</del> d, as I am	this applica	ation is cor	rect and that I I, officer or en	l am elig nployee	ible to be appoin of the City of Sm	ited to a ithville.
SIGNATURE		8	)		E 12/4			
	1							

COS Board or Commission Application



### 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

City: 5 mi Theill	State:	Tx Zip Code: 78953
Home email:	Work	email:
Home Phone:	Work Phone:	Cell Phone:
ease indicate how you wish to	be contacted: Phone Em	nail
ONSENT TO USE PERSONAL INFORMA our personal information will be review I applications are kept for one year fro	wed to determine the most suitable of	
LIGIBILITY FOR MEMBERSHIP O	ON AN ADVISORY BOARD	
	그리는 그리에 열면 이번에 가장 하는 아이들이 되었다. 그는 그리는 이 없다.	plicant to live within the city limit and/or ET
* 1		ployee of the City of Smithville.
Members are expected to	to be able to complete their te	erm.
CITY ADVISORY BOARD,	COMMISSION, AND/OR COM	MITTEE FOR WHICH YOU ARE APPLYING
☐ AIRPORT ADVISORY BOX	ARD 🗆 L	IBRARY ADVISORY BOARD
☐ HOSPITAL AUTHORITY B	BOARD D	PLANNING AND ZONING
☐ HISTORIC PRESERVATIO	N DESIGN	YOUSING AUTHORITY BOARD
STANDARDS ADVISORY CO	MMITTEE \ \ \ \ \ \ \ \ \ \ \	OTHER
☐ New Applicant	₽/Cu	rrent Board Member

rotti ja kit ja ti ja	and a suppose that	DEMOG	RAPHICS			9.40	
Education:							
☑ HS/GED	☐ Some Coll	ege	☐ College Degree		□G	☐ Graduate School	
Age Range:			<b>□ 25 50</b>			0.	
□ <18	□ 18-34		□ 35-59		<b>₽</b> 6	U+	
Years in Smithville		T=		<b></b>		Ekan.	
□ <2	□ 2-4	□ 5-9		□ 10-19		<b>☑ 20</b> +	
QUALIFICATIONS  1. Have you previous Board and term of y			Smithville /	Advisory Boar	rd? If yes	, please indicate the	
2. How did you hear	about this Board an	nd/or vacan	ncy?				
-		11-17	265 28 57				
After all applications consideration.	have been received, th	ne Mayor an	nd City staff v	vill bring a rep	ort to Cou	uncil meeting for Council's	
City of Smithville A	nformation I submit i	m not an el	lected offici	al, officer or	employe	igible to be appointed a e of the City of Smithvi ' ひ2月	

# Kgo '%24"

MAYOR SHARON FOERSTER

MAYOR PROTEM TOM ETHEREDGE

COUNCIL MEMBERS JANICE BRUNO TYRONE WASHINGTON JIMMY JENKINS MITCHELL JAMESON

CITY MANAGER ROBERT TAMBLE



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

TO:

Mayor and City Council

FROM: Cynthia White January 5, 2024

DATE: RE:

**December Financial Reports** 

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

- 2018 CO's debt service payment to UMB Bank \$319,488
- lease payment for 2 police units, backhoe, leaf truck, & utility truck \$24,800
- quarterly Bastrop County Appraisal District local support payment \$8,748
- annual TCEO permit fee for drinking water \$4,998
- annual support allocation for Bastrop County Boot Camp \$4,620
- purchase of creosote poles, transformers, electric boxes, and other electrical supplies -\$53,700
- N-Line Utilities contractor services for the Grove \$16,633
- purchase of Grade IV Performance Cold Mix from Waller County Asphalt \$10,545
- cost to pick up and repair used transformers \$6,266
- Wastewater Transport Services fee for Willows WWTP \$5,626
- tree services at 202 Yeager and at FM 2571 \$2,300
- legal services \$4,684
- ❖ 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:

- Mission Golf Cars and TX Trailer Supply: golf cart and trailer for the police department -
- City Warehouse bathroom remodel \$12,024

Grant expenditures included:

- St David's Foundation Community Engagement Coordinator: program expenses (final) -\$2,451
- St David's Foundation Libraries for Health: Community Celebration \$2,379
- Methodist Healthcare Ministries, Building Community Resiliency: DeSela Consulting, website design, logo design, and marketing - \$35,000
- ❖ General Land Office CDBG-MIT Resilient Community Program Grant (Comprehensive Plan): Langford Community Management Services - \$15,000
- ❖ TX Commission on the Arts, Arts Programming: Dickens on Main \$3,000

Have a great weekend,

#### **ESTIMATED FUND BALANCES**

@ December 31, 2023

#### **General Fund**

<b>Total Expenditures</b> divided	y 12 times	3	equals	<b>Recommended Fund Balance</b>
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Note: the recommended fund balance for fiscal year 2022-2 General Fund's budgeted expenditures is:	023 based on the
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) @ December 31, 2023 Revenues Over/Under Expenditures	\$318,626
hevenues over/onder Expenditures	
Estimated Fund Balance @ December 31, 2023	\$1,907,707

#### **Utility Fund**

\$276,193

(\$108,448)

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

**Estimated Fund Balance Over/Under Recommended** 

**Estimated Fund Balance Over/Under Recommended** 

Total Expenditures divided by 12 times 3 equals Recomme	nded Fund Baland
NOTE: the recommended fund balance for fiscal year 2022-20 Utility Fund budgeted expenditures is:	023 based on the
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) @ December 31, 2023 Revenues Over/Under Expenditures	(\$374,141)
Estimated Fund Balance @ December 31, 2023	\$1,971,766

CITY OF SMITHVILLE CASH BALANCES & RESERVES	@ 12/31/23		@ 12/31/22
CASH OPERATING ACCOUNTS:			
General Fund	304,249		552,545
Utility Fund	22,145		36,444
Credit Card Pmts	313,482		277,565
Fireman's Pension	27,030		27,581
HOMES Grant Fund	239		241
HRA Trust Fund	33,651		37,206
Library Contributions Fund Railroad Park	206,293 860		198,722 817
TxCDBG Project	61		61
COPS Hiring Program Grant	0		0
Police Seized Assets	6,843		6,500
Grants Account	128,696		231,565
HMGP Grants	0		0
TxDOT Sidewalk Grants	0		10,000
Friends of Smithville	1,730		3,816
Independence Park	6,371		6,052
Smithville TX Veterans Memorial Park	1000		14,634
Coronavirus Local Fiscal Recovery	186,839		497,482 76
GLO CDBG-MIT Grant Total Cash on Hand	266 <b>1,247,836</b>		1,901,306
Total Casil on Hallu	1,247,030		1,301,300
INVESTED FUNDS  CERTIFICATES OF DEPOSIT:		Matures	
General - Operations	54,114	Aug-24	53,443
General - Library Contributions	140,809	Dec-23	133,814
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	34,217	Mar-24	34,064
Economic Development (IDF)	55,422	Dec-25	55,174
Utility '01 CO/SWS FNMA	123,138	Oct-25	122,585
INVESTMENT POOL ACCOUNTS	4 550		4 400
General - Operations	1,552		1,122 102,828
Utility - Operations	102,235 474,320		946,081
Capital Replacement Fund Interest & Sinking	377,363		458,009
'07 CofQ Project Funds	81		77
'19 CofO Project Funds	1,047,236		1,108,270
'23 Tax Note Project Funds	2,477,719		0
SAVINGS ACCOUNTS	2, 177,110		(AT.)
Airport Fly-in	9,504		8,286
PEG Capital Fee	19,554		18,572
TOTAL INVESTED FUNDS:	5,382,527		3,499,162
ACCOUNTS RECEIVABLE			
Genl/Util - Miscellaneous	175,000		150,343
Utility Billings - Current	623,876		627,714
Utility Billings - Delinquent	134,699		106,710
Total Accounts Receivable	933,575		884,767
TOTAL CASH & RECEIVABLES	7,563,938		6,285,235
DESERVE AMOUNTS			
RESERVE AMOUNTS  Res Bond Debt Service	377,363		458,009
Res Bond Project Funds	3,525,037		1,108,346
Res Customer Deposits	118,432		117,382
Res Economic Development	55,422		55,174
Res Firemen's Pension	27,030		27,581
Designated Court Technology	254		345
Designated Library	462,036		446,954
Designated Police Ed/Op	0		0
Designated VFD Donations	0		0
Designated COPS Hiring Grant	0		0
Designated Police Seized Assets	6,843		6,500
Designated Grants Account	128,696		231,565 0
Designated HMGP Grants	0		10,000
Designated TxDOT Sidewalk Grants Designated Independence Park	6,371		6,052
Designated Independence Park  Designated-Veterans Memorial Park	9,079		14,634
Designated-Veterans Memorial Park  Designated-Smithville Cares	1,730		3,816
Designated-CLFRF	186,839		497,482
Designated-GLO CDBG-MIT	266		76
Total Reserve Amounts	4,905,398		2,983,917
ACCOUNTS PAYABLE			
General	75,490		161,418
Utility	339,498		341,658
Total Accts Payable	414,988		503,076
	P 000 000		9 400 000
TOTAL RESERVES & PAYABLES	5,320,386		3,486,993
UNRESTRICTED CASH & RECEIVABLES	2,243,552		2,798,242

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

	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 12/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
REVENUES:	4 700 754	0 500 057	00.000/	4 0 40 0 40	6 400 675	24 0 40/
General Fund	1,760,754	6,526,057	26.98%	1,942,940	6,102,675	31.84%
Utility Fund	1,821,789	8,320,855	21.89%	1,789,262	8,362,762	21.40%
Maintenance Fund	27,084	139,788	19.37%	20,627	117,868	17.50%
Int & Sinking Fund	294,506	866,961	33.97%	376,170	764,940	49.18%
<b>TOTAL REVENUES</b>	3,904,133	15,853,661	24.63%	4,129,000	15,348,245	26.90%
EXPENSES: General Fund Utility Fund Maintenance Fund Int & Sinking Fund TOTAL EXPENSES	1,442,129 2,195,929 32,057 319,489 <b>3,989,604</b>	6,526,057 8,320,855 139,788 866,961 <b>15,853,661</b>	22.10% 26.39% 22.93% 36.85% <b>25.17</b> %	1,313,664 2,149,292 26,265 313,683 <b>3,802,904</b>	5,849,667 8,454,222 117,868 747,038 <b>15,168,795</b>	22.46% 25.42% 22.28% 41.99% <b>25.07%</b>
Revenues Over/(Under) Expenses						
M&O Funds	(60,488)			263,608		
I&S Fund	(24,982)		_	62,488		
Total Over(Under)	(85,471)	0		326,095	179,450	

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

FOR MONTH OF: December	er		2023/2024		AMENDED	2022/2023
	2023/2024	2023/2024	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
REVENUES:	Y-T-D	BUDGET	USED/COLLECTED	12/31	BUDGET	USED/COLLECTED
Taxes	819,328	2,937,464	27.89%	1,088,146	2,753,614	39.52%
Licenses & Permits	56,496	177,150	31.89%	15,250	96,212	15.85%
Services	423,717	1,629,080	26.01%	359,535	1,423,330	25.26%
Court	9,862	57,250	17.23%	13,014	50,672	25.68%
Miscellaneous	374,775	1,515,304	24.73%	390,624	1,582,683	24.68%
Contributions	76,576	209,809	36.50%	76,372	196,164	38.93%
TOTAL REVENUES	1,760,754	6,526,057	26.98%	1,942,940	6,102,675	31.84%
EXPENSES:						
Administration	123,799	452,183	27.38%	116,158	445,757	26.06%
Finance	29,944	95,915	31.22%	28,645	84,275	33.99%
Police	385,299	1,784,846	21.59%	324,569	1,368,593	23.72%
Animal Control	15,244	74,383	20.49%	21,000	64,500	32.56%
Court	21,588	93,534	23.08%	15,956	74,465	21.43%
Fire	54,813	193,789	28.29%	42,326	81,853	51.71%
Library	110,844	465,044	23.84%	93,670	390,710	23.97%
Community Service	8,881	89,680	9.90%	24,903	81,510	30.55%
Parks & Recreation	88,152	453,634	19.43%	102,422	426,470	24.02%
Recreation Center	100,505	413,026	24.33%	90,072	376,240	23.94%
Street & Alley	148,658	491,867	30.22%	111,595	657,730	16.97%
Solid Waste	254,797	1,404,219	18.15%		1,301,443	17.42%
Enforcement/Insp	23,808	136,778	17.41%	31,123	114,120	27.27%
Cemetery	31,988	142,963	22.38%	31,315	124,660	25.12%
Airport	15,433	72,900	21.17%		103,781	25.14%
<b>Economic Development</b>	28,374	161,296	17.59%	27,155	153,560	17.68%
TOTAL EXPENSES	1,442,129	6,526,057	22.10%	1,313,664	5,849,667	22.46%
Revenues Over/(Under)	318,626	0	-	629,276	253,008	

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

2023-2024						
FOR MONTH OF: December			2023/2024		AMENDED	2022/2023
	2023/2024	2023/2024	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 12/31	BUDGET	USED/COLLECTED
REVENUES:			1			
TAXES						
Property Taxes	544,093	1,789,989	30.40%	803,108	1,597,894	50.26%
Franchise Taxes	30,659	141,900	21.61%	30,940	144,526	21.41%
Sales Taxes	232,648	930,000	25.02%	241,211	955,387	25.25%
Hotel/Motel Taxes	10,254	65,000	15.78%	10,929	45,523	24.01%
Mixed Beverage Tax	1,674	10,575	15.83%	1,958	10,284	19.04%
<b>Total Tax Revenues</b>	819,328	2,937,464	27.89%	1,088,146	2,753,614	39.52%
LICENSES & PERMITS						
Misc. Licenses	15	500	3.00%	100	315	31.75%
Alcohol Permits	1,388	4,100	33.84%	30	2,895	1.04%
Building Permits	39,062	130,550	29.92%	8,625	69,040	12.49%
Electrical Permits	3,850	15,000	25.67%	1,810	6,822	26.53%
Plumbing Permits	5,200	15,000	34.67%	3,275	12,505	26.19%
Misc. Permits/Film Permits	6,981	12,000	58.18%	1,410	4,635	30.42%
Total L/P Revenues	56,496	177,150	31.89%	15,250	96,212	15.85%
SERVICES						
Inspections	0	500	0.00%	0	100	0.00%
Cemetery	770	3,850	20.00%	1,070	3,820	28.01%
Police	126	750	16.80%	116	420	27.70%
Code Enforcement	1,750	2,500	70.00%	150	22,845	0.66%
Streets	50	1,000	5.00%	0	1,600	0.00%
Leaf & Limb	0	1,000	0.00%	0	900	0.00%
Sanitation	348,466	1,402,500	24.85%	290,428	1,167,660	24.87%
Warehouse	2,449	15,000	16.33%	2,606	9,285	28.07%
Parks & Recreation	6,858	25,000	27.43%	7,775	25,940	29.97%
Library	1,062	5,750	18.47%	1,608	6,304	25.51%
Airport	27,641	64,730	42.70%	17,911	64,973	27.57%
Recreation Center	34,546	106,500	32.44%	37,871	119,483	31.70%
Total Svc Revenues	423,717	1,629,080	26.01%	359,535	1,423,330	25.26%
COURT REVENUES						
Fines	6,403	37,500	17.07%	8,345	31,685	26.34%
Admin Fees	80	750	10.67%	160	454	35.24%
CJP Arrest Fees	531	3,000	17.70%	696	2,748	25.31%
Court Costs	2,443	15,500	15.76%	3,259	12,821	25.42%
Remedies	150	500	30.00%	210	1,744	12.04%
Court Technology	255	0	0.00%	345	1,220	28.28%
Total Court Revs	9,862	57,250	17.23%	13,014	50,672	25.68%
MISC. SALES & REVS						
Cemetery Plots	1,000	25,000	4.00%	1,500	21,750	6.90%
Franchise Fee - Utility	43,750	175,000	25.00%	43,750		25.00%
Interest Income	7,866	22,000	35.75%	5,872		16.54%
Rents	0,000	5,750	0.00%	0,072		0.00%
	1,936	6,500	29.78%	1,936		31.31%
Credit Card Usage Fee Misc Rev/Ins Recovery	8,960	31,000	28.90%	20.159		39.89%
	0,900	5,000	0.00%	1,325		5.43%
Sale of Fixed Assets	311,264	1,245,054	25.00%	316,081	1,264,325	25.00%
Transfer in from Utility Other Rev-Lease Purchase		1,245,054	0.00%	310,081		0.00%
Total Misc. Revs	0 <b>374,775</b>	1,515,304	24.73%	390,624	an - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	24.68%
		33 <b>.</b>		•		
CONTRIBUTIONS					444.400	E0 400/
Public Sources	25,241	65,090	38.78%	59,262		53.18%
Private Sources	6,450	6,750	95.56%	250		24.32%
Grants	0	7,969	0.00%	0	,	0.00%
Volunteer Fire Dept	29,885	120,000	24.90%	5,860		25.89%
B. Hewatt	15,000	10,000	150.00%	11,000		100.00%
Tocker Foundation	0 76 E76	200 200	0.00%	76 272		0.00% <b>38.93</b> %
Total Contributions	76,576	209,809	36.50%	76,372	196,164	38.93%
TOTAL REVENUES	1,760,754	6,526,057	26.98%	1,942,940	6,102,675	31.84%
			1	1		

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

2023-24						
FOR MONTH OF: December			2023/2024		AMENDED	2022/2023
	2023/2024	2023/2024	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 12/31	BUDGET	USED/COLLECTED
ADMINISTRATION	10.011	000 101	00.000/	40 500	005 505	00.050/
Personnel	49,011	222,434	22.03% 25.05%	46,560	205,595	22.65% 26.20%
Services	42,366 3,613	169,141 27,698	13.04%	40,959 5,474	156,340 32,797	16.69%
Supplies & Materials Other	28,809	32,910	87.54%	23,164	51,025	45.40%
Capital	20,009	02,510	0.00%	20,104	01,020	0.00%
Transfer to TxDOT Sidewalk Grants	Ö	0	0.00%	Ō	Ö	0.00%
Total Admin Expense	123,799	452,183	27.38%	116,158	445,757	26.06%
FINANCE			80 Gr. A. 180 G			
Personnel	14,656	66,510	22.04%	11,860	57,307	20.70%
Services	15,041	27,705	54.29%	16,422	25,441	64.55% 23.73%
Supplies & Materials	247	1,700	14.55%	362 0	1,527 0	0.00%
Other Total Finance Expense	0 <b>29,944</b>	0 <b>95,915</b>	0.00% <b>31.22%</b>	28,645	84,275	33.99%
POLICE						
Personnel	319,671	1,591,386	20.09%	261,976	1,162,090	22.54%
Services	5,243	37,029	14.16%	5,723	38,697	14.79%
Supplies & Materials	22,153	100,920		16,115	113,676	14.18%
Other	38,232	55,511	68.87%	40,754	54,130	75.29%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Police Expense	385,299	1,784,846	21.59%	324,569	1,368,593	23.72%
ANIMAL CONTROL	44.005	04.000	24 020/	11 142	E0 742	21.96%
Personnel	14,035 377	64,036 4,405		11,143 8,600	50,743 9,229	93.19%
Services	390	5,500		859	4,128	20.81%
Supplies & Materials Other	442	442		398	400	99.47%
Capital Expenditures	0	0		0	0	0.00%
Total Animal Control Exp	15,244	74,383		21,000	64,500	32.56%
COURT			******			
Personnel	14,575	67,971		12,487	56,452	22.12%
Services	5,413	23,118		3,469	17,838	19.45%
Supplies & Materials	1,600	2,400		0	130 45	0.00% 0.00%
Other Total Court Exp	21,588	45 <b>93,534</b>		15,956	74,46 <b>5</b>	21.43%
FIDE				**		
FIRE Personnel	2,009	2,009	100.00%	1,808	1,808	100.00%
Services	2,244	16,335		1,870	9,431	19.83%
Supplies & Materials	11,223	129,950		4,788	35,179	13.61%
Other	39,337	45,495	86.47%	33,860	35,435	95.56%
Capital Expenditures	0	0		0	0	0.00%
Total Fire Expense	54,813	193,789	28.29%	42,326	81,853	51.71%
LIBRARY	77 747	000 400	22 020/	66 202	202 924	21.89%
Personnel	77,747	339,129		66,292 3,225	302,831 15,093	
Services	2,904	16,525 104,175			68,263	
Supplies (includes Donation/Grant exp) Other	25,153 5,040	5,215		4,348	4,523	96.14%
Capital Expenditures	0,040	0,210		0	0	0.00%
Total Library Expense	110,844	465,044			390,710	
COMMUNITY SERVICE						
Allocated Support	8,881	89,680			81,510	
Total Community Svc Exp	8,881	89,680	9.90%	24,903	81,510	30.55%
PARKS & RECREATION			S SECTION OF THE SECT	100 000 000 000		20.000
Personnel	55,048	308,138			271,637	22.89%
Services	8,067	34,735			30,620	
Supplies & Materials	16,604	100,880			104,565	
Other	8,434 0	9,881 0			8,857 10,791	0.00% -5-
Capital Expenditures	88,152	453,634			426,470	
Total Parks & Recr Exp	00,102	400,004	13.4370	102,422	720,710	ET.VE /0

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

2023-24						
FOR MONTH OF: December			2023/2024		AMENDED	2022/2023
	2023/2024	2023/2024	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 12/31	BUDGET	USED/COLLECTED
				100		
RECREATION CENTER						
Personnel	57,518	271,702	21.17%	51,014	230,336	22.15%
	18,760	84,569	22.18%	17,236	89,509	19.26%
Services	11,108	41,800	26.57%	12,599	46,975	26.82%
Supplies & Materials			87.72%	9,223	9,420	97.91%
Other	13,119	14,955				0.00%
Capital Expenditures	0	0	0.00%	0	0	
Total Recreation Center Exp	100,505	413,026	24.33%	90,072	376,240	23.94%
STREET & ALLEY						
Personnel	48,236	225,838	21.36%	43,392	195,668	22.18%
	28,759	111,550	25.78%	24,755	187,576	13.20%
Services		128,450	43.85%	29,407	244,634	12.02%
Supplies & Materials	56,328			14,040	25,232	55.65%
Other-Special Projects	15,335	26,029	58.92%			
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	148,658	491,867	30.22%	111,595	657,730	16.97%
SOLID WASTE	60,432	286,456	21.10%	45,800	219,634	20.85%
Personnel	51 1 65			159,542	992,687	16.07%
Services	166,515	1,041,350	15.99%		57,404	14.30%
Supplies & Materials	14,653	52,550	27.88%	8,211		
Other-Special Projects	13,199	23,863	55.31%	13,113	31,718	41.34%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Solid Waste Exp	254,797	1,404,219	18.15%	226,666	1,301,443	17.42%
ENFORCEMENT & INSPEC	40.545	00.400	22 270/	20,598	77,179	26.69%
Personnel	18,515	83,128	22.27%	Landon .	30,224	27.31%
Services	3,509	45,975	7.63%	8,253		29.70%
Supplies & Materials	1,333	7,200	18.51%	1,860	6,262	
Other	451	475	94.91%	412	455	90.46%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	23,808	136,778	17.41%	31,123	114,120	27.27%
			1			
CEMETERY		440.000	00.750/	00.055	101,452	22.53%
Personnel	27,145	119,308		22,855		
Services	2,084	9,145	22.79%	2,076	9,135	22.73%
Supplies & Materials	2,491	14,240	17.49%	6,194	13,883	44.61%
Other	269	270	99.45%	190	190	100.06%
	0	0	5.00 5.00	0	0	0.00%
Capital Expenditures	31,988	142,963		31,315	124,660	25.12%
Total Cemetery Expense	01,000	142,000		,	Wester 3 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
AIRPORT		MACONI ENGINEERS			00 100	00.400/
Services	10,382	53,110		8,944	38,123	23.46%
Supplies & Materials	860	5,600		1,630	6,447	25.28%
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	15,433	72,900		26,093	103,781	25.14%
Total All port Exponds	•					
GRANTS & ECONOMIC DEVELOPMENT	\$0,000 o 1,000 o 10,000 o 10,0	10 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		00.477	404 400	22 220/
Personnel	20,345	116,786		22,477	101,128	
Services	5,202	22,010		839	13,646	
Supplies & Materials	98	500	19.66%	0	145	
Other	2,728	22,000		3,839	38,641	9.93%
	2,720	22,000		0	0	0.00%
Capital Expenditures		161,296		27,155	153,560	
Total Grant & Eco Development Exp	28,374	101,290	, 17.5370	21,100	.00,000	
						22 1221
TOTAL EXPENSES	1,442,129	6,526,057	22.10%	1,313,664	5,849,667	22.46%
TOTAL DEVELOPE	1 760 764	6 E26 NET	26.98%	1,942,940	6,102,675	31.84%
TOTAL REVENUES	1,760,754	6,526,057	20.90 %	1,042,040	O, 102,010	0
Revenues Over/Under Expenses	318,626	0	)	629,276	253,008	
vu etako barroa recorren ese etuan pressitik 400 eta barilata (h. € estabata).	K256K					

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

FOR MONTH OF: December	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @ 12/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
Maintenance Fund						
Revenues	27,084	139,788	19.37%	20,627	117,868	17.50%
Personnel Expense	19,966	92,147	21.67%	16,070	75,108	21.40%
Services Expense	809	4,000	20.22%	850	4,245	20.02%
Supplies Expense	10,467	42,825	24.44%	9,111	38,280	23.80%
Other Expense	816	816	100.00%	234	235	99.67%
Capital Expense	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	32,057	139,788	22.93%	26,265	117,868	22.28%
Revenues Over/Under Expenses	(4,974)	0		(5,638)	0	

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

2020-2027			ī			
FOR MONTH OF:	December		2023/2024		AMENDED	2022/23
	2023/2024	2023/2024	% OF BUDGET	2022/23	2022/23	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 12/31	BUDGET	USED/COLLECTED
REVENUES:						
Electric	1,173,015	5,648,285	20.77%	1,176,026	5,694,830	20.65%
Water	275,113	1,249,250	22.02%	255,988	1,107,544	23.11%
Wastewater	204,317	851,000	24.01%	220,492	918,978	23.99%
Miscellaneous	169,344	572,320	29.59%	136,757	641,410	21.32%
<b>TOTAL REVENUES</b>	1,821,789	8,320,855	21.89%	1,789,262	8,362,762	21.40%
EXPENSES:						
Administration	343,743	1,787,300	19.23%	367,322	1,827,568	20.10%
Electric	913,327	3,839,723	23.79%	893,199	3,920,396	22.78%
Recycle	13,618	68,224	19.96%	12,644	61,525	20.55%
Water	117,430	412,288	28.48%	104,955	425,614	24.66%
Wastewater	474,799	881,266	53.88%	433,341	867,794	49.94%
Transfers	333,014	1,332,054	25.00%	337,831	1,351,325	25.00%
TOTAL EXPENSES	2,195,929	8,320,855	26.39%	2,149,292	8,454,222	25.42%
Revenues Over/(Under)			_			
Expenses:	(374,141)	0		(360,030)	(91,460)	

#### CITY OF SMITHVILLE UTILITY FUND REVENUE RECAP 2023-2024

FOR MONTH OF: December			N .			
			2023/2024		<b>AMENDED</b>	2022/2023
	2023/2024	2023/2024	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	Y-T-D	BUDGET	USED/COLLECTED
REVENUES:						
ELECTRIC						
Residential Electric	681,602	3,434,000	19.85%	667,934	3,435,791	19.44%
Small Commercial Electric	114,304	552,160	20.70%	118,175	561,690	21.04%
Large Commercial Electric	322,964	1,413,000	22.86%	297,548	1,387,424	21.45%
Public Lighting	3,461	14,000	24.72%	3,491	13,944	25.04%
Interdepartmental	33,804	173,075	19.53%	34,454	166,436	20.70%
Electric Opt Out Fees	510	2,050	24.88%	540	2,100	25.71%
Charge for Svcs - Electric	16,370	60,000	27.28%	53,884	127,445	42.28%
Total Electric Revs	1,173,015	5,648,285	20.77%	1,176,026	5,694,830	20.65%
	54 94 40 THE DESCRIPTION OF					
WATER			j			
Metered Sales	258,747	1,188,000	21.78%	243,426	1,049,817	23.19%
Unmetered Sales	1,366	1,250	109.28%	563	1,227	45.84%
Water Taps	15,000	60,000	25.00%	12,000	56,500	21.24%
Total Water Revs	275,113	1,249,250	22.02%	255,988	1,107,544	23.11%
	50000 5000 F 1000 3000 1000	to an are allocated to a compared to the		33-1-10-10-10-10-10-10-10-10-10-10-10-10-1	\$100 <b>\$</b> 10000000 (000) <b>\$</b> 10000 (000 100	
WASTEWATER						
Flat Rate Charge	181,817	791,000	22.99%	206,992	841,978	24.58%
Sewer Taps	22,500	60,000	37.50%	13,500	77,000	17.53%
Total WasteW Revs	204,317	851,000	24.01%	220,492	918,978	23.99%
MISC. SALES & REVS			11			
Utility Service Transfer Fee	200	750	26.67%	175	750	23.33%
Rents	18,650	27,400	68.07%	0	25,300	0.00%
Grants	0	0	0.00%	0	0	0.00%
W/WW Imp Fee - '19 CO's	36,817	147,250	25.00%	36,863	147,160	25.05%
Drainage/System Imp Fees	36,300	142,800	25.42%	36,037	144,471	24.94%
Utility Penalties	47,208	130,000	36.31%	44,208	171,474	25.78%
Interest Income	14,895	23,000	64.76%	7,896	42,491	18.58%
Credit Card Usage Fee	7,416	28,800	25.75%	7,008	29,060	24.12%
Misc Income/Ins Recovery	3,363	10,175	33.06%	2,347	15,976	14.69%
QECB Treasury Subsidy	0	45,645	0.00%	0	55,272	0.00%
Sale of Fixed Assets	0	3,000	0.00%	0	0	0.00%
Sale of Recyclables	4,045	6,000	67.41%	2,223	9,456	23.50%
Recycle Membership Fee	450	7,500	6.00%	0	0	0.00%
Total Misc. Revs	169,344	572,320	29.59%	136,757	641,410	21.32%
TOTAL DEVELUES	4 004 700	0 200 055	04 000/	4 700 000	0 260 760	24 400/
TOTAL REVENUES	1,821,789	8,320,855	21.09%	1,789,262	8,362,762	21.40%

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

FOR MONTH OF: December	2023/2024 Y-T-D	2023/2024 BUDGET	2023/2024 % OF BUDGET USED/COLLECTED	2022/2023 @12/31	AMENDED 2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED
REVENUES	1,821,789	8,320,855	21.89%	1,789,262	8,362,762	21.40%
EXPENSES ADMINISTRATION	400.050	007.440	04.000	100.040	040.005	04 500/
Personnel Services	182,852 102,973	837,448 246,787	21.83% 41.73%	182,342 116,006	846,985 227,950	21.53% 50.89%
Supplies & Matls Other	2,049 55,869	15,050 688,015	13.61% 8.12%	5,603 63,372	17,468 735,165	32.07% 8.62%
Capital	0	0	0.00%	0	0	0.00%
Transfer to USDA SH95 Transfer to I & S	0 21,750	0 87,000	0.00% 25.00%	0 21,750	0 87,000	0.00% 25.00%
Transfer to General	311,264	1,245,054	25.00%	316,081	1,264,325	25.00%
Total Admin Exp	676,756	3,119,354	21.70%	705,153	3,178,893	22.18%
ELECTRIC	77.000	000 000	22 222	05.050	004.000	04.040/
Personnel Services	77,023 53,174	366,882 121,397	20.99% 43.80%	65,358 26,653	301,980 135,181	21.64% 19.72%
Supplies & Matls	764,964	3,320,438	23.04%	780,870	3,387,550	23.05%
Other Capital	18,165 0	31,006 0	58.58% 0.00%	20,318 0	95,685 0	21.23% 0.00%
Total Electric Exp	913,327	3,839,723	23.79%	893,199	3,920,396	22.78%
RECYCLE						
Personnel Services	11,544 353	54,679 2,525	21.11% 14.00%	10,696 377	45,645 2,170	23.43% 17.36%
Supplies&Matls⋒	1,227	6,525	18.81%	1,128	9,267	12.17%
Other	493	4,495	10.97%	443	4,443	9.97%
Capital Total Recycle Exp	0 <b>13,618</b>	6 <b>8,224</b>	0.00% <b>19.96</b> %	0 <b>12,644</b>	61,525	0.00% <b>20.55%</b>
WATER						
Personnel	37,823	174,607	21.66%	32,014	149,236	21.45%
Services Supplies & Matls	14,335 26,701	57,710 99,190	24.84% 26.92%	9,955 27,665	59,327 143,101	16.78% 19.33%
Other	38,572	80,781	47.75%	35,321	73,950	47.76%
Capital Transfer to CDBG	0	0	0.00%	0	0	0.00% 0.00%
Total Water Exp	117,430	412,288	28.48%	104,955	425,614	24.66%
WASTEWATER						
Personnel	39,708	188,327	21.08%	31,760	148,056	21.45%
Services Supplies & Matls	62,063 27,519	222,445 99,855	27.90% 27.56%	50,030 19,070	238,512 120,931	20.98% 15.77%
Other	345,509	370,639	93.22%	332,481	360,295	92.28%
Capital Total W/Water Exp	0 <b>474,799</b>	0 <b>881,266</b>	0.00% <b>53.88%</b>	0 <b>433,341</b>	0 <b>867,794</b>	0.00% <b>49.94%</b>
Strangers and organization of the strangers	*** <b>*</b> iESS=***					
TOTAL EXPENSES	2,195,929	8,320,855	26.39%	2,149,292	8,454,222	25.42%
REVENUES OVER/(UNDER) EXPENSES:	(374,141)	0		(360,030)	(91,460)	

#### CITY OF SMITHVILLE

#### Utility Department

Report For The Month Of:	Dec 2023
	2307
Number Of Electric Customers:	
Number Of New Customers:	
Number Of Customers Leaving The City:	14
Number Of Customers Penalized:	356
Number of Customers "Cut-Off" For Non-Payment:	0 (0reconnected)

CITY OF SMITHVILLE DEBT SERVICE RECAP

FOR MONTH OF: December, 2023

			2023/2024		<b>AMENDED</b>	2022/2023
	2023/2024	2023/2024	% OF BUDGET	2022/2023	2022/2023	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	Y-T-D	BUDGET	USED/COLLECTED
REVENUES:						
Property Taxes *	258,560	779,961	33.15%	350,925	659,881	53.18%
Drainage/System Imp Utility Fees	21,750	87,000	25.00%	21,750	87,000	25.00%
Transfer In/ Miscellaneous	5,099	0	0.00%	0	0	0.00%
Interest	9,097	0	0.00%	3,495	18,059	19.35%
Total Revenues	294,506	866,961	33.97%	376,170	764,940	49.18%
EXPENSES:						
Bond P&I Pymts '18 C of O's (refin '09)	319,489	319,489	100.00%	313,683	318,171	98.59%
Bond P&I Pymts '19 C of O's	0	26,175	0.00%	0	26,675	0.00%
Tax Note, Series 2021	0	105,254	0.00%	0	106,385	0.00%
Tax Note, Series 2022	0	191,420	0.00%	0	295,807	0.00%
Tax Note, Series 2023	0	224,623	0.00%	0	0	0.00%
Total Expenses	319,489	866,961	36.85%	313,683	747,038	41.99%
NET OF REVENUES OVER (UNDER) EXPENSES	(24,982)	0		62,488	17,902	

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

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